

OIL INDIA LIMITED
(A Government of India Enterprise)
P.O. Duliajan, Pin – 786602
Dist-Dibrugarh, Assam

AMENDMENT NO. 12 DATED 03.06.2022 TO E-TENDER NO. CNI8965P22 for 'Hiring of Bundled Services for 2 years (with provision of 1-year extension) for Drilling in Dima Hasao (OALP-III) and Karbi Anglong (NELP-IX) Blocks'

This Amendment to Tender No. **CNI8965P22** is issued to notify the following Changes/Additions/Deletions in tender clauses with respect to original tender document/ previous amendment(s) :

Sl. No.	Clause No.	Amended Clause
REVISED BEC/BRC (Refer Annexure-I to Amendment No. 9 dated 12.05.2022)		
1.	Introduction (Page 22, Annexure-I to Amendment No. 9 dated 12.05.2022)	This tender is floated for entering into service agreement with the lowest eligible (L-1) bidder for hiring the bundled services as mentioned in Clause 2.2 herein for 2 years (with provision of 1-year extension) for Drilling of 03 wells in Dima Hasao (OALP-III) and Karbi Anglong (NELP-IX) Blocks with a provision for 100% extension of contract quantities for utilisation of the services in additional wells in North-East India at the same rates, terms and conditions within the contract period, including extension, if any. (PROVISION OF FRAMEWORK AGREEMENT DELETED)
Part-3, Section-II: TOR , Exhibit-IV: Wireline Logging Services		
2.	11.0 (Page 210)	FISHING: In the event any of the Contractor's equipment is stuck in the hole, the Contractor shall not release the cable head weak point without order by Company representative. If the stuck equipment could not be released as per normal procedure and Company decides to fish for the stuck equipment, then company shall assume entire responsibility for such operation. However, Contractor will, if so desired by Company and without any responsibility or liability on Contractor's part render assistance, if required, for the recovery of such equipment and/or instruments. None of Contractor's employees are authorized to do anything other than assist/advise and consult with Company in connection with such "fishing" operations. However, it shall be the responsibility of the Contractor to provide fishing equipment required for the fishing operation. Contractor shall not be liable or responsible for a damage that Company may incur or sustain through its use or by reason of any advice or assistance rendered to Company by Contractor's agents or employees irrespective of cause. Note: (DELETED)
Part-3, Section-III: Special Conditions of Contract (SCC)		
3.	4.0 INTERIM DEMOBILISATION AND INTERIM REMOBILISATION	4.1 The contractor shall demobilize all/part of services (as notified), equipment, accessories, and personnel from the wellsite on interim basis within 03 (three) days from the date of issuance of interim demobilization notice by the company. In such situation, Contractor shall be paid one-time Interim De-mobilization charges on lumpsum basis. No other charges shall be payable during this demobilized period. The cumulative duration

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	(Page 286)	considering all such interim demobilized periods in the entire Contract duration shall not exceed 90 days and no payment shall be made during that period. However, beyond the said period, the interim demobilized period may be extended by the Company by paying Stack Day Rates (as applicable for the respective services). The Company, at its discretion, may add back such interim demobilized period (maximum upto 90 days) to the original Contract duration at the same rates, terms and conditions by giving 30 (thirty) days' notice to the Contractor before the expiry of the Contract.
4.	20.0 (Page 294)	<p>CUSTOMS DUTY</p> <p>20.1 In terms of Sl. No. 404 of the Customs Notification No.50/2017-Cus dated 30.06.2017, imports of the items specified in List 33 of the Notification are subject to levy of concessional rate of customs duty @5% (BCD Nil & IGST @5%) subject to conditions specified therein (Condition No. 48). However, Condition No. 48 alongwith List-33 of the said notification has been amended vide Customs notification no. 02/2022-Customs dated 01.02.2022.</p> <p>Similarly, the domestic supply of such goods would attract 5% GST (i.e. IGST or CGST & SGST/UTSGT) on submission of EC in terms of GST Notification No. 03/2017.</p> <p>20.2 Bidders shall take note of the prevailing customs notifications including the latest amendment vide gazette notification No. 02/2022-Customs dated 01.02.2022 while quoting their prices. Bidder should consider concessional Customs Duty only for those items appearing under List-33 therein. Import of items other than those appearing in List-33 of the said gazette notification shall be considered as duty payable on merit basis in their respective bid, except for the Explosives & Radioactive items. For explosives and Radioactive items, the applicable basic customs duty shall be reimbursed by OIL on actual consumption basis against documentary evidence. OIL shall issue the requisite undertaking/certificate on request from Contractor for availing concessional rate of customs duty only against the items explicitly covered under List-33 of the Customs Notification no. 02/2022-Customs dated 01.02.2022 or against any other item(s) subsequently declared by the competent authority during the tenure of the contract to be duty exempted/concessional. However, in the event of refusal/denial by Customs Authority to accord exemption/concession of Customs Duty against import of items which are explicitly covered under List-33 of Notification No. 02/2022-Customs dated 01.02.2022, such applicable customs duty shall be reimbursed at actual by OIL to the Contractor on submission of documentary evidence.</p> <p>20.3 Similarly, the items other than those appearing in List-33 of the said gazette notification, if to be imported by the Contractor for the purpose of execution of contract against this tender, the same shall be considered as duty payable on merit basis and the applicable customs duty thereof must be included by the bidder in their respective bid value, except for the Explosives & Radioactive items. For explosives and Radioactive items, the applicable basic customs duty shall be reimbursed by OIL on actual consumption basis against documentary evidence. OIL will not issue any Undertaking/Certificate towards customs duty concession/exemption for those items (not included in List-33 of Notification) and the duty payable on merit shall be borne by the Contractor, except for the Explosives & Radioactive items. For explosives and Radioactive items, the applicable basic customs duty shall be reimbursed by OIL on actual consumption basis against documentary evidence. However, any other item if subsequently notified by the competent authority to be Duty</p>

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		<p>free/concessional during the tenure of the contract, OIL will issue requisite Certificate/Undertaking for Contractor to avail the Customs Duty benefit and the duty benefit must be passed on to OIL. In such a case, Custom Duty benefit to be passed on to OIL shall be computed on actual import value and not on the estimate value of the item quoted by bidder in Proforma-A. Additionally, for all those items against which the bidder considers the Customs Duty on merit, the list specifying the Customs Duty Rate (percentage) may be furnished, so that subsequent increase/decrease in Customs Duty, if any shall be reimbursed/recovered by OIL as the case may be on documentary evidence.</p> <p>20.4 The bidder while quoting would also need to consider the duty drawback available to them upon re-export of the equipment (if any) and the input tax credit available to them on the IGST paid by them. For example, Basic Customs Duty (BCD) for Explosives and Radioactive items shall be reimbursed upon import against documentary evidence. However, the Contractor shall have to pay back OIL the deemed duty draw-back applicable on the date of expiry of the Contract for the unused items.</p> <p>20.5 Bidders should submit Proforma-A (format enclosed) for each service under the tender mentioned in Exhibit 1 to 7 respectively (except Exhibit-6) alongwith their Price Bids under 'Notes and Attachments' tab (not with Technical Bid) covering the items required to be imported by them for execution of the contract.</p> <p>20.6 The required certificate/undertaking for availing concessional duty will be issued by OIL only for those items which are either consumed during the execution of work or for those equipment/tools which are undertaken to be re-exported by the bidder. The required certificate/undertaking will not be issued when the bidder imports the equipment/tools on acquisition basis and does not undertake to re-export the same after the completion of the contract.</p> <p>20.7 The contractor shall be responsible to carry out all the formalities. In case of any mis-declarations or offences committed under the Customs rules and regulations and also allied rules, fine, penalty or any other charges levied by the concerned authorities on OIL shall be borne by the Contractor including the element of interest on OIL's fund blocked under such circumstances. OIL shall be indemnified by the Contractor against all actions by Govt. or any other agency for acts of commission and omission.</p> <p>20.8 Contractor shall be responsible to import the equipment/tools for execution of the contract. The contractor shall undertake to complete all the formalities as required under the Customs Act/Foreign Trade Policy (FTP) and indemnify OIL from all the liabilities of Customs in this regard.</p> <p>20.9 The equipment/tools imported by the Contractor for petroleum operations against the certificate/undertaking provided by OIL shall not be used/deployed by the Contractor for any purpose other than the jobs arising out of the contract awarded by OIL and in the event of equipment/tools being misused or put to use other than specified use, the Contractor shall be liable to pay duty, fine, penalty and other actions taken by the Customs Department and other authorities for violation of the customs rules and regulations and other allied rules.</p> <p>20.10 Reimbursement of BCD for explosives & RA items shall be limited to the imports made against the contract awarded against the subject tender. OIL shall not reimburse the BCD for items which were imported prior to award of the contract. Further, OIL shall not issue NOC for block</p>

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		<p>transfer of goods imported for a different project which are no longer covered in List-33 of the Customs Notification.</p> <p>Notes:</p> <p><i>a) Bidders should categorically mention the HSN codes (at least first 4 digits) against respective items in the Proforma A enclosed and the same shall be considered for verification with List-33 of the Customs Notification No. 02/2022-Customs dated 01.02.2022. It will be the responsibility of the bidder to fill the Proforma-A correctly for each service under the tender mentioned in Exhibit 1 to 7 respectively (except Exhibit-6).</i></p> <p><i>b) The above stipulations are to be read in conjunction with Clause 9.0 of the Revised BEC/BRC and shall prevail over other clauses if stipulated otherwise elsewhere in the original tender document/previous amendments. However, the aforementioned notifications are subject to change as per Government guidelines and the provisions ruling at the time of bid closing will be applicable.</i></p>
PROFORMAS AND ANNEXURES		
5.	Proforma-A	Format for List of items for import against which Customs Duty benefit is available as per Notification No. 02/2022-Customs dated 01.02.2022.
6.	Proforma-S4	Format for Corporate Guarantee on parent/ultimate parent/holding company's letter head undertaking that they would financially support their subsidiary company as per Note No. (f) (ii) under Clause 3.0 (Financial Evaluation Criteria) of Revised BEC/BRC uploaded as Annexure-I of previous Amendment No. 9 to the tender.
7.	Proforma Q	DELETED
8.	Revised Proforma-B	Revised Proforma-B (Corrected) uploaded under 'Notes and Attachments' tab in OIL E-Procurement Portal against the subject tender, to correct a typographical error.

The above changes are to be read in conjunction with previous Amendments issued. All others terms and conditions of the Bid Document remain unchanged. Details can be viewed at www.oil-india.com.

List of items to be imported (in connection with execution of the Contract) against which Customs Duty benefit is available as per Notification No. 02/2022-Customs dated 01.02.2022

Name of the Service (Exhibit No.): _____

Sl. No.	Item Description	Qty/Unit	Rate	Total	Freight & Insurance	CIF Value	Port & other charge	Landed Cost	Is it re-exportable? YES or NO	Year of Mfg.	HSN Code	Rate of Customs Duty
A	B	C	D	E = C x D	F	G = F + E	H	I = G + H	J	K	L	M

- (1) The items which are not of consumable in nature and required to be re-exported outside India after completion of the Contract should be indicated as "YES" in column "J".
- (2) The items, which are of consumable in nature should be indicated as "NO" in column "J".
- (3) For estimation of applicable customs duty, the bidders are required to indicate customs tariff code (i.e. HSN Code) of each item in column "L".

Authorised Person's Signature: _____

Name: _____

Seal of the Bidder: _____

PARENT/ULTIMATE PARENT/HOLDING COMPANY'S CORPORATE GUARANTEE
TOWARDS FINANCIAL STANDING
(Delete whichever not applicable)
(TO BE EXECUTED ON COMPANY'S LETTER HEAD)

DEED OF GUARANTEE

THIS DEED OF GUARANTEE executed at this day of by M/s..... (mention complete name) a company duly organized and existing under the laws of (insert jurisdiction/country), having its Registered Office at hereinafter called "the Guarantor" which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

WHEREAS

M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their Tender No.....for.....and M/s.....(Bidder) intends to bid against the said tender and desires to have Financial support of M/s[Parent/Ultimate Parent/Holding Company (Delete whichever not applicable)] and whereas Parent/Ultimate Parent/Holding Company (Delete whichever not applicable) represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the Financial support as required by the bidder for qualifying and successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed by the Guarantor to give this Guarantee and undertakes as follows:

1. The Guarantor confirms that the Bidder is a 100% subsidiary of the Guarantor.
2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
3. The Guarantor have an annual financial turnover of minimum **INR**.....(or equivalent **USD**) during any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
4. Net worth of the Guarantor is positive for preceding financial/ accounting year.
5. The Guarantor undertakes to provide financial support to the Bidder for executing the project/job, in case the same is awarded to the Bidder.

The Guarantor represents that:

(a) This Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.

(b) The liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized contract price entered between the Bidder and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Bidder.

(c) This Guarantee has been issued after due observance of the appropriate laws in force in India.

(d) This Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of New Delhi, India.

(e) This Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.

(f) The Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For and on behalf of(Bidder)

For and on behalf of
(Parent/Ultimate Parent/Holding
Company(Delete whichever not
applicable))

Witness:

Witness:

1.

1.

2.

2.