

**OIL INDIA LIMITED**  
**(A GOVT. OF INDIA ENTERPRISE)**  
**CONTRACTS DEPARTMENT, DULIAJAN**  
**DISTRICT: DIBRUGARH (ASSAM), PIN-786602**  
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**AMENDMENT NO. 1 DATED 10.07.2021 TO IFB NO. CDH7420P22 FOR 'CHARTER HIRE OF 02(TWO) NUMBERS OF 2000HP (MINIMUM) DRILLING RIG PACKAGE (WITH TOP DRIVE) FOR A PERIOD OF 2(TWO) YEARS IN ASSAM & ARUNACHAL PRADESH'.**

This Amendment to Tender No. CDH7420P22 is issued to notify the following changes:

Sl. No.	Section/ Clause No.	Original Tender Clause	Amended Clause
<b>PART-1: INSTRUCTIONS TO BIDDERS (ITB)</b>			
1	<b>31.3</b> (Page 19 of 279)	<b>NEW CLAUSE</b>	In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact.
2	<b>31.4</b> (Page 19 of 279)	<b>NEW CLAUSE</b>	In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organisations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organisation may take further action as per the terms and conditions of the contract.
<b>PART-3; SECTION-II: TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK</b>			
3	<b>7.1.1</b> (Page 90 of 279)	“Swing lift” cantilever type self-elevating mast & substructure with clear height of 142 ft ± 5 ft. and having static hook load capacity of 1,000,000 lbs (454 MT) with 12 lines strung on traveling block as per API 4F specifications.....	“Swing lift” cantilever type self-elevating mast & substructure with clear height of <b>145 ft</b> ± 5 ft. and having static hook load capacity of 1,000,000 lbs (454 MT) with 12 lines strung on traveling block as per API 4F specifications.....

4	<b>7.2.2 (iii)</b> (Page 102 of 279)	One (1) Single Ram BOP (Cameron/ Cameron- Schlumberger/ Shaffer/ Shaffer – NOV /Hydril/ Hydrill- GE/ WOM only) 20.3/4” x 3M with sets of blind ram, 13.3/8” & 5” pipe ram.	One (1) Single Ram BOP (Cameron/ Cameron- Schlumberger/ Shaffer/ Shaffer – NOV /Hydril/ Hydrill- GE/ WOM only) 20.3/4” x 3M <b>or 21.1/4” x 2M</b> with sets of blind ram, 13.3/8” & 5” pipe ram.  <b>Note: for clause nos. 7.2.2 (ii) and 7.2.2 (iii)</b> a) In case of 21.1/4” x 2M a suitable double studded cross-over flange or cross-over spool i.e. 20.3/4” x 3M to 21.1/4” x 2M complete with all required studs, nuts, ring joint gaskets, etc. should be provided for installation of 21.1/4” x 2M Single Ram BOP over the 20.3/4” x 3M Casing Head Housing.)  b) Both Annular BOP as well as Single Ram BOP should be of same size and rating i.e. either these should be 21.1/4” x 2M or 20.3/4” x 3M.
5	<b>8.0 (ii)</b> (Page 145 of 279)	Table indicating the List of Key Personnel	The table indicating the list of key personnel mentioned in Clause 8.0 (ii) of Section-II (under Part-3) of the original tender stands replaced with the <b>Table-A</b> enclosed herewith.
6	<b>8.0 (x)</b> (Page 147 of 279)	<b>NEW CLAUSE</b>	Contractor shall ensure that payment to the contract labours engaged by them under the contract is made in compliance with the Minimum wages stipulated for workers engaged in employment in various <b>mines such as Gypsum mines and Bauxite mines for work above ground</b> as per notification issued by the Ministry of Labour & Employment, Government of India. The minimum wage rate would be revised periodically as per the notifications of the Ministry of Labour & Employment, Government of India.  An additional allowance of <b>INR 2,250.00</b> per month shall be payable by the Contractor to the contract labours engaged under the Contract at the rig site. This additional allowance has to be paid on a pro-rata basis along with the monthly minimum wages based on the actual attendance.

7	<p><b>8.3</b> (Page 164 of 279)</p>	<p><b>SECURITY SERVICES:</b></p> <p>The Contractor shall be wholly responsible for complete Security of their personnel, their Rig package, Well Sites, Base Camp, etc. during ILM, operations, transit etc. and arrange suitable, complete and best Security Services accordingly on round the clock basis for their personnel and equipment as well as the personnel, equipment &amp; other materials of the Company &amp; Company's third party service providers at well sites throughout the tenure of the contract. All security related issues shall be dealt with by the Contractor on their own including dealing with Government agencies. The Contractor shall provide pre-fabricated XPM/ Panel re-usable type fencing, gate &amp; proper area lighting at well site as well as at camp sites. The Company will in no case be involved in security related issues. The Contractor shall also be responsible for safety and security of the Company's &amp; Company's third party personnel / equipment / tools / materials etc. at the well site and at camp site and shall provide best security services to them during the tenure of the contract.</p>	<p><b>SECURITY SERVICES:</b></p> <p>The Contractor shall be wholly responsible for complete Security of their personnel, their Rig package, Well Sites, Base Camp, etc. during ILM, operations, transit etc. and arrange suitable, complete and best Security Services accordingly on round the clock basis for their personnel and equipment as well as the personnel, equipment &amp; other materials of the Company &amp; Company's third party service providers at well sites throughout the tenure of the contract. All security related issues shall be dealt with by the Contractor on their own including dealing with Government agencies. The Contractor shall provide pre-fabricated XPM/ Panel re-usable type fencing, gate &amp; proper area lighting at well site as well as at camp sites. The Company will in no case be involved in security related issues. The Contractor shall also be responsible for safety and security of the Company's &amp; Company's third party personnel / equipment / tools / materials etc. at the well site and at camp site and shall provide best security services to them during the tenure of the contract.</p> <p><b>Note: Contractor should deploy atleast 12 nos. of armed security personnel for well site security. All the expenses related to security service shall be borne by the Contractor.</b></p>
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**PART-3; SECTION-III: SPECIAL CONDITIONS OF CONTRACT (SCC)**

8	<p><b>33.0</b> (Page 204 of 279)</p>	<p><b>NEW CLAUSE</b></p>	<p><b>33.0 GENERAL OBLIGATION OF CONTRACTOR RELATED TO PAYMENT OF WAGES:</b></p> <p>33.1 The Contractor shall also have to comply with all types of labour wages rates applicable in Assam and Arunachal Pradesh for unskilled, semi-skilled, skilled and highly skilled labourers employed locally or by the Contractor's sub-Contractors throughout the period of the contract.</p> <p>33.2 The contractor shall periodically submit the monthly challans/receipts/ proof of provident fund deposited amount along with a list of his workers to Company's representative. The contractor shall be required to deposit contribution towards Provident fund or any other statutory payments to be made in respect of his workers well in time and submit a copy of challan to Company's representative on monthly basis, failing which, OIL will deduct from his bills the</p>
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			<p>amount equivalent to such deductions with penalty as per the provisions of applicable act.</p> <p>33.3 The contractor shall pay the wages to the workers engaged under the Contract latest by 7<sup>th</sup> of every month as per notification issued by the Ministry of Labour &amp; Employment, Government of India from time to time. In case payments are not made regularly, subsequent invoices might be kept on hold.</p> <p>33.4 Contractor shall comply statutory minimum labour wages, P.F. to his workers at the prevailing rates as fixed by statutory bodies from time to time.</p> <p>33.5 The contractor shall issue wages slip every month to each worker as per THE CONTRACT LABOUR (REGULATION AND ABOLITION) CENTRAL RULES, 1971, Chapter VII, Section 78(1)(b) vide Form XIX and pay the monthly wages to the workers through bank transfer to each individual worker's bank account. Contractor must submit the monthly wages' Bank statement/Wages Register statement &amp; PF Statement to the Company along with their invoices.</p> <p>33.6 The contractor must pay at least the minimum wage as applicable throughout the Contract period including PF. The payment should be made through on-line bank transfer to the worker.</p> <p>33.7 Contractor shall ensure deployment of personnel under the contract preferably from local area to the extent possible. Preference should be given to personnel who have experience of working with OIL for similar services.</p> <p>33.8 The Service Provider must make the Wages to all the personnel/Manpower deployed under the contract as per the Minimum wages act wherever applicable as defined under this service and it should be in compliance with the minimum wage act of govt. as per notification issued by the Ministry of Labour &amp; Employment, Government of India in respect of workers</p>
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			<p>engaged in employment in <b>various mines such as Gypsum mines and Bauxite mines for work above grounds</b> and revised from time to time. Employment card to be issued as per the CONTRACT LABOUR (REGULATION AND ABOLITION) CENTRAL RULES, 1971, vide form XIV.</p> <p>33.9 An additional allowance of <b>INR 2,250.00</b> per month shall be payable by the Contractor to the contract labours engaged under the Contract at the rig site. This additional allowance has to be paid on a pro-rata basis along with the monthly minimum wages based on the actual attendance.</p> <p>33.10 The Contractor shall have to bear the responsibility for employment matters and any problem in this regard inclusive of employment of local people and other issues pertaining to the Contractor's operations with Oil India Limited (OIL). In case there is any disruption of work at the well site under such conditions, as stated above, the Contractor will be paid at 'Zero' rate for first 24 (twenty four) hours of affected period beyond which penalty will be levied at proportionate operating day rate in addition to zero rate.</p>
<b>PROFORMA:</b>			
9	(Page 249 of 279)	<b>PROFORMA-M (Integrity Pact)</b>	Stands replaced with <b>Revised Proforma-M</b> enclosed herewith.

All other Terms and Conditions of the Tender/Bid Document (Considering all previous Amendments/Addendums, if any) will remain unchanged.

**Sd/-**  
**(B. Brahma)**  
**Sr. Manager – Contracts (G)**  
**For General Manager – Contracts**

**TABLE-A**

**Revised Table under Clause No. 8.0 (ii) of Section-II (under Part-3) of the Original Tender:**

Sl. No.	Position	Total per day	Day shift	Night Shift	Off	Allocated per Rig	Category
1	Rig Manager / Rig Superintendent	1	1		1	2	N/A
2	Tool pusher	1	1	-	1	2	N/A
3	Tour pusher/ Night Tool Pusher	1	-	1	1	2	N/A
4	Driller	2	1	1	2	4	N/A
5	Assistant Driller	2	1	1	2	4	Highly Skilled
6	Derrick men / Top man	4	2	2	4	8	Skilled
7	Roughneck / Floor man	8	4	4	8	16	Semi-Skilled
8	Chief Mechanic	1	1		1	2	N/A
9	Chief Electrician	1	1		1	2	N/A
10	Mechanic	2	1	1	2	4	Skilled
11	Electrician	2	1	1	2	4	Skilled
12	Asstt. Electrician	2	1	1	2	4	Semi-Skilled
13	Mud Engineer	2	1	1	2	4	N/A
14	HSE Officer	1	1		1	2	N/A
15	Medic/Doctor	1	1		1	2	N/A
16	Welder	1	1		1	2	Skilled
17	ETP Supervisor	2	1	1	2	4	Skilled
18	Lab Assistant for ETP	2	1	1	2	4	Semi-Skilled
19	Gas logger	2	1	1	2	4	Semi-Skilled
20	Top Drive Operator/Technician	2	1	1	2	4	Skilled
21	Heavy Crane Operator	1	1		1	2	Highly Skilled
22	Roustabout / Unskilled Labour	8	4	4	8	16	Unskilled
23	Telephone Attendant / Radio Operator	2	1	1	2	4	Unskilled
24	Catering Personnel	As required					
	<b>TOTAL*</b>	<b>51</b>			<b>51</b>	<b>102</b>	

\* Excluding catering personnel.

**INTEGRITY PACT**

Between

Oil India Limited (OIL) hereinafter referred to as "The Principal"

And

(Name of the bidder).....hereinafter referred to as "The Bidder/Contractor"

**Preamble:**

The Principal intends to award, under laid down organizational procedures, contract/s for **services under Tender No. CDH7420P22**. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organization "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section-1: Commitments of the Principal**

**(1)** The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
3. The Principal will exclude from the process all known prejudiced persons.

**(2)** If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be

a Page 2 of 6 substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

## **Section-2: Commitments of the Bidder/Contractor**

**(1)** The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

**(2)** The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(3) The Bidder/Contractor signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

## **Section-3: Disqualification from tender process and exclusion from future Contracts**

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or risibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of



transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **or as mentioned in Section 9- Pact Duration whichever is later**. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. **Any issue relating to execution of contract, if specifically raised before the IEMs shall be looked into by IEMs.**

#### **Section-4: Compensation for Damages**

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

#### **Section-5: Previous transgression**

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

## **Section-6: Equal treatment of all Bidders/Contractor/Subcontractors**

1. The Principal will enter into Pacts on identical terms with all bidders and contractors.
2. The Bidder / Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

## **Section-7: Criminal charges against violating Bidders/Contractors/Subcontractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

## **Section-8: External Independent Monitor/Monitors**

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.

6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

7. If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8. The word 'Monitor' would include both singular and plural.

### **Section-9: Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

### **Section-10: Other provisions**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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**For the Principal**

Place: \_\_\_\_\_

Date: \_\_\_\_\_

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**For the Bidder/Contractor**

Witness1: .....

Witness 2: .....

(Note: Uploading in the OIL's E-portal with digital signature will be construed that the same has been signed by the bidder's authorized signatory who has signed the bid).