

OIL INDIA LIMITED
BAY EXPLORATION PROJECT
BHUBANESWAR

Amendment No. 2 Dated 25.01.2022
to TENDER No. CBI9195P22

1.0 This amendment is issued to amend / correct following clauses of the tender:

Sl. No.	Clause No.	Original Clause	Amended Clause
1	BID EVALUATION CRITERIA (BEC) A) TECHNICAL EVALUATION CRITERIA: Clause 5.0 VINTAGE:	The age of the Cementing unit, Batch Mixer supplied by the BIDDER shall not be of more than ten (10) years old as on Original bid closing date counted form the date of its manufacturing. The Bidder must furnish necessary certificates/documents in this regard from the OEM.	The age of the Cementing unit, Batch Mixer supplied by the BIDDER shall not be of more than fifteen (15) years old as on Original bid closing date counted form the date of its manufacturing. The Bidder must furnish necessary certificates/documents in this regard from the OEM.
2	BID EVALUATION CRITERIA (BEC) A) TECHNICAL EVALUATION CRITERIA: Clause 8.1 Eligibility criteria in case Bid is submitted on the basis of the Technical Experience of Sister Subsidiary / Co-Subsidiary Company:	(a) Provided that the sister subsidiary / co-subsidiary company and the bidding company are both either directly owned 100% subsidiaries of an ultimate parent / holding company or 100% owned through intermediate 100% subsidiaries of an ultimate parent/holding company. The Bidder must submit duly notarized valid document(s) establishing the legal relation amongst sister/co-subsidiary, bidder and the ultimate Parent Company to the full satisfaction of the Company with detail share holding pattern. The Company reserves the right to reject a bid if the documents are not found sufficient or satisfactory or proper to establish the required criteria of 100% subsidiary.	(a) Provided that the sister subsidiary / co-subsidiary company and the bidding company are both 100% subsidiaries of an ultimate parent / holding company either directly or through intermediate 100% subsidiaries of the ultimate parent / holding company or through any other 100% subsidiary company within the ultimate parent / holding company. Documentary evidence to this effect to be submitted by the ultimate parent / holding company along with the technical bid.
3	BID EVALUATION CRITERIA (BEC) B) FINANCIAL EVALUATION CRITERIA: Clause 5.0	In case the Bidder is subsidiary company (should be a wholly owned subsidiary of the parent / ultimate parent / holding company) who does not meet financial criteria by itself and submits his bid based on the strength of his parent / ultimate parent/holding company, then	In case the Bidder is subsidiary company (should be a 100% subsidiary of the parent / ultimate parent / holding company) who does not meet financial criteria by itself and submits his bid based on the financial strength of its Sister Subsidiary / Co-Subsidiary company (which is also 100%

		<p>following documents need to be submitted.</p> <p>(i) Turnover of the parent / ultimate parent / holding company should be in line with Para 1.0 under Financial Criteria above.</p> <p>(ii) Net Worth of the parent / ultimate parent / holding company should be positive.</p> <p>(iii) Corporate Guarantee as per Annexure-II(c) on parent / ultimate parent / holding company's company letter head signed by an authorized official undertaking that they would financially support their wholly owned subsidiary company for executing the project / job in case the same is awarded to them.</p> <p>(iv) Document of subsidiary company towards wholly owned subsidiary of the parent / ultimate parent / holding company.</p>	<p>subsidiaries of the ultimate parent / holding company either directly or through intermediate 100% subsidiaries of the ultimate parent / holding company or through any other 100% subsidiary company within the ultimate parent / holding company) OR parent / ultimate parent / holding company, then following documents need to be submitted along with the technical bid.</p> <p>(i) Turnover of the Sister Subsidiary / Co-Subsidiary company within the parent / ultimate parent / holding company OR parent / ultimate parent / holding company (as applicable) should be in line with Para 1.0 under Financial Criteria above.</p> <p>(ii) Documents proving that Net worth of the Sister Subsidiary / Co-Subsidiary company within the parent / ultimate parent / holding company OR parent / ultimate parent company (as applicable) is positive for the accounting year preceding the original bid closing date.</p> <p>(iii) Corporate Guarantee as per Annexure-II(c) on Sister Subsidiary / Co-Subsidiary company within the parent / ultimate parent / holding company OR parent / ultimate parent / holding company's letter head (as applicable) signed by an authorized official undertaking that they would financially support their Sister Subsidiary / Co-Subsidiary company OR 100% subsidiary company for executing the project / job in case the same is awarded to them.</p> <p>(iv) Documents proving that the bidder, Sister Subsidiary / Co-Subsidiary company are 100% subsidiary company of the parent / ultimate parent / holding company.</p>
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4	<p>Part3, Section – II (SOW)</p> <p>Clause 2.3 SURFACE FITTINGS [TOOLS / EQUIPMENT]:</p> <p>(e) Cementing head with quick change adaptor:</p>	<p>(ii) 13.3/8” Standard double plug cementing head (5000 PSI) with quick Coupler / adaptor having bottom buttress pin thread connection along with Double manifold for 13.3/8” Casing: 01 No.</p>	<p>(ii) 13.3/8” Standard double plug cementing head (3500 PSI) with quick Coupler / adaptor having bottom buttress pin thread connection along with Double manifold for 13.3/8” Casing: 01 No.</p> <p>NOTE: Pressure rating of 13.3/8” Standard double plug cementing head with quick Coupler/adaptor should read as 3500 psi mentioned elsewhere in the bid document inclusive of Price Bid Format.</p>
5	<p>Part3, Section – II (SOW)</p> <p>Clause 5.2 Cementing Software to simulate:</p>	<p>(i) Temperatures to estimate BHCT and BHST. (ii) Mud removal efficiency. (iii) Hydraulic optimization (volume, properties, compatibility). (iv) FEA analysis simulation for the liner jobs or any other proprietary software. (v) Centralizer placement (vi) Casing running-in speed (vii) Gas migration risk analysis</p>	<p>(i) Temperatures to estimate BHCT and BHST. (ii) Mud removal efficiency. (iii) Hydraulic optimization (volume, properties, compatibility). (iv) FEA analysis simulation for the liner jobs or any other proprietary software. (v) Centralizer placement (vi) DELETED (vii) Gas migration risk analysis</p>
6	<p>Part3, Section – II (SOW)</p> <p>Clause 10.4</p>	<p>In order to confirm the quality of bulk additives supplied by the Contractor, the Company reserves the right to check the quality of cement additives at Contractor’s cement test lab at random as per test reports. In case any additive(s) fail to meet the desired parameters as tested, then:</p> <p>(a) Contractor shall be required to replace those additives at their own cost without affecting operations.</p> <p>(b) A variation of 10% (actual agreed formulation tested prior the job) on dosages and on required parameter of each slurry design shall be accepted without any penalty.</p> <p>(c) For the excess dosages over the allowable 10% variation the Company shall accept that packages of chemical up to additional 20% of dosages, but the cost impact for these 20% additional dosages for that particular package of chemical</p>	<p>In order to confirm the quality of bulk additives supplied by the Contractor, the Company reserves the right to check the quality of cement additives at Contractor’s cement test lab at random as per test reports. In case any additive(s) fail to meet the desired parameters as tested, then:</p> <p>(a) Contractor shall be required to replace those additives at their own cost without affecting operations.</p> <p>(b) A variation of 15% (actual agreed formulation tested prior the job) on dosages and on required parameter of each slurry design shall be accepted without any penalty.</p> <p>(c) For the excess dosages over the allowable 15% variation the Company shall accept that packages of chemical up to additional 20% of dosages, but the cost impact for these 20% additional dosages for that particular package of chemical</p>

		will not be paid. (d) In-case dosages of chemical of any particular packages is beyond 30% (10% + 20%) then the dosages of chemicals quoted in the bid against the particular packages, the particular package / Batch shall be rejected.	will not be paid. (d) In-case dosages of chemical of any particular packages is beyond 35% (15% + 20%) then the dosages of chemicals quoted in the bid against the particular packages, the particular package/Batch shall be rejected.
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2.0 Revised Annexure-II(c) of NIT is enclosed herewith as Attachment-1.

3.0 All other terms and conditions of the Tender remain unchanged. Bidders are requested to submit their offer considering above amendments / notifications.

Oil India Limited
Bay Exploration Project

ATTACHMENT-1

Revised Annexure-II(c)

**SISTER SUBSIDIARY / CO-SUBSIDIARY COMPANY WITHIN THE PARENT /
ULTIMATE PARENT / HOLDING COMPANY OR 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 _____ [Sister Subsidiary / Co-Subsidiary company within the parent / ultimate parent / holding company OR Parent / Ultimate Parent / Holding Company (Delete whichever not applicable)] and whereas Sister Subsidiary / Co-Subsidiary company within the parent / ultimate parent / holding company OR 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 Rs. **x.xx** Crore (or equivalent **x.xx** million 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.
6. 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
(Sister Subsidiary / Co-Subsidiary
company within the parent/ultimate parent
/ holding company OR Parent / Ultimate
Parent / Holding Company **Delete
whichever not applicable**)

Witness:

1)

2)

Witness:

1)

2)