

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

**Addendum No. 3 dated 21.11.2015**  
**to IFB No. CDG8459P16**

This Addendum No. 3 dated 21.11.2015 to IFB No. CDG8459P16 for Charter Hire of 2 Nos. 1400 HP(Min) Capacity Drilling Rigs with 'Top Drive' for a period of 3(Three) years, is issued:

- i) To extend to extend the Bid Closing/Opening date and sale date of the tender document as under:

Last date of sale of Bid Document : 27.11.2015[15.30 Hrs(IST)]  
Bid Closing Date & Time : 04.12.2015[11.00 Hrs(IST)]  
Bid Opening Date & Time : 04.12.2015[14.00 Hrs(IST)]

- ii) To modify the requirement of Rigs from 2 nos. to 1no. Accordingly modifications made to Instructions to Bidders, BRC-BEC(Part-2), General Conditions of Contract(Section-I), Special Conditions of Contract(Section-III), Schedule of Rates & Payments(Section-IV), Price Bid Format (Proforma-B) & Clause Nos. 2.0 (xii), 2(xiv) & 2(xvii) of Forwarding Letter of the bid document are given herein below:

Srl. No.	Section /Clause of the Tender	Page No.	Original Clause Description	Modified Clause Description
<b>FORWARDING LETTER</b>				
1	<b>Subject</b>		Charter Hire of 2 Nos. 1400 HP(Min) Capacity Drilling Rigs with 'Top Drive' for a period of 3(Three) years	Charter Hire of 1 No. 1400 HP(Min) Capacity Drilling Rigs with 'Top Drive' for a period of 3(Three) years
2	2(xii)	2	(i) Rs. 1,70,00,000.00 or US\$ 256,500.00 for 1 No. of Rig. (ii) Rs. 3,40,00,000.00 or US\$ 513,000.00 for 2 Nos. of Rig	Rs. 1,70,00,000.00 or US\$ 256,500.00
3	2(xiv)	2	Amount of Performance Guarantee: i) 7.5 % of one year	Amount of Performance Guarantee: 7.5 % of one year

			contract value for 1 No. Rig ii) 7.5 % of one year contract value for 2 Nos. Rigs	contract value for 1 No. Rig
4	2(xvii)	2	Quantum of Liquidated Damages for Default in Timely Mobilization: 0.5% of 1 <sup>st</sup> year contract cost for each Rig including mobilization charges for delay per week or part thereof subject to maximum of 7.5%.	Quantum of Liquidated Damages for Default in Timely Mobilization: 0.5% of 1 <sup>st</sup> year contract cost including mobilization charges for delay per week or part thereof subject to maximum of 7.5%.
<b>INSTRUCTIONS TO BIDDERS</b>				
5	7	9	BID FORM: The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in their Bid.	BID FORM: The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in their Bid. Revised Price schedule with relevant annexures enclosed.
6	34.2	21-22	OIL has appointed Shri Raghaw Sharan Pandey, IAS (Retd), Former Secretary(MOP&NG) and Shri Rajiv Mathur, IPS(Retd) as Independent Monitors(IEMs) for a period of 3(three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent Monitors for any matter relating to the IFB at the following addresses: a. Shri Raghaw Sharan Pandey, IAS(Retd), Former Secretary, Ministry of Petroleum & Natural Gas; E-mail : rspandey_99@yahoo.com b. Shri Rajiv Mathur,	OIL has appointed Shri Rajiv Mathur, IPS(Retd) as Independent Monitors(IEMs) for a period of 3(three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent Monitor for any matter relating to the IFB at the following address: a. Shri Rajiv Mathur, IPS(Retd), Former Director, IB, Govt. of India; E-mail : rajivmathur23@gmail.com

			IPS(Retd), Former Director, IB, Govt. of India; E-mail : <a href="mailto:rajivmathur23@gmail.com">rajivmathur23@gmail.co m</a>	
<b>BID REJECTION CRITERIA (BRC)/BID EVALUATION CRITERIA (BEC) – PART – 2</b>				
6	Part-2	23-33		The modified “Bid Rejection Criteria (BRC)/Bid Evaluation Criteria (BEC) – Part – 2” is enclosed as <b>Annexure-I(attached).</b>
<b>GENERAL CONDITIONS OF CONTRACT, SECTION – I</b>				
7	17.1 Liquidat ed Damage s for Default in Timely Completi on	45	Time is the essence of this Contract. In the event of the Contractor's default in timely mobilization for commencement of operations within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5% of 1st year contract cost for each Rig including mobilization cost, per week or part thereof of delay subject to maximum of 7.5%. Liquidated Damages will be reckoned from the date after expiry of the scheduled mobilisation period till the date of commencement of Contract as defined in Clause No. 2.0 of Section – I	Time is the essence of this Contract. In the event of the Contractor's default in timely mobilization for commencement of operations within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5% of 1 <sup>st</sup> year contract cost including mobilization cost, per week or part thereof of delay subject to maximum of 7.5%. Liquidated Damages will be reckoned from the date after expiry of the scheduled mobilisation period till the date of commencement of Contract as defined in Clause No. 2.0 of Section - I

## TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS- SECTION-II

8	2.0	54	<b>DEFINITION OF WORK:</b> To drill onshore wells through hire of one/two No.(s) of Drilling Rig(s) of capacity 1400HP (Minimum) and with top drive system and associated equipment/tools & services for a period of 3 years. The wells will be either straight vertical holes or planned deviated holes with formation pressure to be near or above hydrostatic. Well depths are expected to be in the range of 2000-4500 meters. Depths of the wells may somewhat increase or decrease at the discretion of the company within the rated capacity of the rig	<b>DEFINITION OF WORK:</b> To drill onshore wells through hire of one No. of Drilling Rig of capacity 1400HP (Minimum) and with top drive system and associated equipment/tools & services for a period of <b>3 years</b> . The wells will be either straight vertical holes or planned deviated holes with formation pressure to be near or above hydrostatic. Well depths are expected to be in the range of 2000-4500 meters. Depths of the wells may somewhat increase or decrease at the discretion of the company within the rated capacity of the rig
9	4.0	55	<b>SCOPE OF SERVICE:</b> The Contractor shall provide the services of one/two No.(s) of rig package ( <b>with Top Drive</b> ) along with all necessary equipment and personnel as listed and carryout drilling operations including but not limited to coring, round tripping, lowering & setting of casings, completion, abandonment, Production testing as and when required, and all other associated operations including, rig up, rig down, inter-location movement etc. in	<b>SCOPE OF SERVICE:</b> The Contractor shall provide the services of one No. of rig package ( <b>with Top Drive</b> ) along with all necessary equipment and personnel as listed and carryout drilling operations including but not limited to coring, round tripping, lowering & setting of casings, completion, abandonment, Production testing as and when required, and all other associated operations including, rig up, rig down, inter-

			<p>accordance with the well drilling, and completion programme to be furnished by the company before commencement of the operation, which may be amended from time to time by reasonable modification as deemed fit by the company. The Contractor shall provide mobile Effluent Treatment Plant with the Rig package for effluent management (solid or liquid) generated during operation, suitable for meeting the requirements for drilling in N.E region in line with the guidelines from Ministry of Environment and Forest and also safe disposal of the effluents. Apart from this, the Contractor shall also provide spares for the entire rig package, tools and equipment, drilling engineering services required for vertical and deviation drilling operations, fuel (HSD) for running the operations, Lubricant and shall carry out drilling with tools &amp; expert supplied by the contractor. The contractor shall keep adequate stock of spares at all time for uninterrupted progress of work and make available all items listed in this document ready for use. OIL shall provide suggestion on technical</p>	<p>location movement etc. in accordance with the well drilling, and completion programme to be furnished by the company before commencement of the operation, which may be amended from time to time by reasonable modification as deemed fit by the company. The Contractor shall provide mobile Effluent Treatment Plant with the Rig package for effluent management (solid or liquid) generated during operation, suitable for meeting the requirements for drilling in N.E region in line with the guidelines from Ministry of Environment and Forest and also safe disposal of the effluents. Apart from this, the Contractor shall also provide spares for the entire rig package, tools and equipment, drilling engineering services required for vertical and deviation drilling operations, fuel (HSD) for running the operations, Lubricant and shall carry out drilling with tools &amp; expert supplied by the contractor. The contractor shall keep adequate stock of spares at all time for uninterrupted progress of work and make available all items listed</p>
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			matters on request from contractor. However, the contractor shall be wholly responsible for rendering services as per scope of work	in this document ready for use. OIL shall provide suggestion on technical matters on request from contractor. However, the contractor shall be wholly responsible for rendering services as per scope of work
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#### **SCHEDULE OF RATES & PAYMENT, SECTION – IV**

10	1.0	131	<p><b>MOBILIZATION CHARGES (ONE TIME LUMP SUM CHARGES) (M)</b></p> <p>In case the rig package is contemplated to be mobilized partly or fully from outside India then the breakup of the mobilization charges to 1st location must be furnished separately.</p> <p><b>NOTE:</b></p> <ul style="list-style-type: none"> <li>-Mobilization charges should include mobilization of equipment and manpower.</li> <li>-Mobilization charges should cover local and foreign costs to be incurred by the Contractors to mobilize to the first location.</li> <li>- The first location will be in and around Duliajan, Assam.</li> </ul> <p>Mobilization charges for each Rig should not exceed 5% of the total evaluated charges of the contract for 3 years for each rig.</p>	<p><b>MOBILIZATION CHARGES (ONE TIME LUMP SUM CHARGES) (M)</b></p> <p>In case the rig package is contemplated to be mobilized partly or fully from outside India then the breakup of the mobilization charges to 1st location must be furnished separately.</p> <p><b>NOTE:</b></p> <ul style="list-style-type: none"> <li>-Mobilization charges should include mobilization of equipment and manpower.</li> <li>-Mobilization charges should cover local and foreign costs to be incurred by the Contractors to mobilize to the first location.</li> <li>-The first location will be in and around Duliajan, Assam.</li> </ul> <p>Mobilization charges should not exceed 5% of the total evaluated charges of the contract for 3 years.</p>
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<b>PROFORMA</b>				
15	PROFOR MA-B	157	<b>PRICE BID FORMAT</b>	Price Bid Format, Proforma-B is modified and the modified Proforma-B(Modified) enclosed.

All other Terms and Conditions of the Bid Document will remain unchanged.

**(G C Devchoudhury)**  
**Head-Contracts**  
**For Resident Chief Executive**

**PART – 2****BID REJECTION CRITERIA (BRC)/BID EVALUATION CRITERIA (BEC)**

**I) BID REJECTION CRITERIA (BRC):** The bid shall conform generally to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.

**A) TECHNICAL:** *Bidder must meet the following criteria failing which offer shall be rejected:*

**1.0 EXPERIENCE:** The bidder must have the following experience during the last 7 years as on bid closing date:

- i) Minimum one year continuous experience of providing drilling services with minimum 1400 HP rig capacity on charter hire basis.
- ii) Drilling of at least 5 (five) Nos. oil/gas wells with drilling rig of minimum 1400 HP capacity.
- iii) Drilling of at least 1 (one) No. oil/gas well with drilling rig of 1400 HP (Minimum) capacity with Top Drive mechanism.
- iv) If the bidder does not have experience as mentioned in Para iii) above then the bidder shall have to confirm that operational and maintenance support of the 'Top Drive' shall have to be provided by the manufacturer of the 'Top Drive' throughout the contract period if awarded the Contract. An 'Memorandum of understanding (MOU)' and 'Undertaking' from the manufacturer shall have to be submitted alongwith the technical bid in support of the operation and maintenance of the 'Top Drive' system.

**2.0** The bidder shall have an average Annual financial turnover during the last 3(three) years ending 31.03.14(for Accounting Year April-March) and 31.12.13(for calendar Year Accounting year) of Minimum Rs. 51.00 Crores or US\$ 8.17 Million. Documentary evidence in the form of Audited Balance Sheet and Profit & Loss Account for the last three years ending 31.03.14 or 31.12.13 as applicable should be submitted along with the technical bid.

**2.1** In case the audited Balance sheet and Profit Loss Account along with the bid are in currencies other than INR or USD, the bidder shall have to convert the figures in equivalent INR or USD considering the prevailing



conversion rate on the date on which the audited Balance sheet and Profit and Loss Account is signed.

- 3.0 In case, the bidder is an Indian Company/Indian joint venture Company, either the Indian Company/Indian Joint Venture Company or its technical collaborator/joint venture partner should meet the criteria laid down at Para 1.0 above. However, the Indian Company/ Indian joint venture Company must meet the financial turnover criteria as per Para 2.0 above.
- 4.0 Indian bidders quoting based on technical collaboration/joint venture, shall submit a Memorandum of Understanding/Agreement with their technical collaborator/joint venture partner clearly indicating their roles under the scope of work which shall also be addressed to OIL and shall remain valid and binding for the contract period under this tender.

5.0 **BIDS FROM CONSORTIUM:**

In case, the bidder is consortium of companies, the following requirement should be satisfied by the bidder:

- (a) The Leader of the consortium should satisfy the minimum experience requirement as per Para 1.0 above. However, any one of the consortium members individually shall have to meet the financial turnover criteria mentioned in Para 2.0 above.
- (b) Consortium bids shall be submitted with a Memorandum of Understanding between the consortium members duly signed by the authorized Executives of the consortium members clearly defining the role/scope of work of each partner/member, binding the members jointly and severally to the responsibility for discharging all obligations under the contract and identifying the Leader of Consortium. Unconditional acceptance of full responsibility for executing the 'Scope of Work' of this bid document by the Leader of the Consortium shall be submitted along with the technical bid.
- (c) Only the Leader of the consortium shall buy the bid document, submit bid and sign the contract agreement (in the event of award of contract) on behalf of the consortium.
- (d) The Bid Security shall be in the name of the Leader of the consortium on behalf of consortium with specific reference to consortium bid and name & address of consortium members. Similarly the Performance Security shall be in the name of the Leader on behalf of the consortium.

6.0 **DRILLING RIG**

- 6.1 The bidder shall be in possession of the rig offered **(with Top Drive system)** either owned or leased. In case the bidder is not in possession of

the rig at the time of submission of bid, they may offer a rig for which they have an agreement for lease/buy.

## 6.2 **Identification of rig**

- i) All the bidders are required to identify the rigs at the time of submission of bid with documentary proof thereof, confirming availability of the rig for this contract.
- ii) In case owner of the rig himself is the bidder, the certificate confirming availability of the rig for this contract, shall be furnished by owner himself.
- iii) In case of leased rig/proposed purchase of rig, the bidders who do not own the Rig at the time of submission of bid, are required to submit along with un-priced bid, i.e. Technical bid, the original Memorandum of Understanding/Agreement of lease/purchase of rig, concluded with the owner of the rig, specially for this tender, with documentary proof of ownership of the rig in the form of registration certificate of the rig. The above MOU/Agreement must be valid through validity of the bid. In case of leased rig, the successful bidder shall be required to keep the MOU/Agreement valid for the period of contract and any extension thereof.
- iv) **Bidder shall identify not more than two rigs against their quote for one rig.** Bidder shall identify the rigs giving complete technical details for evaluation along with copy of MOU/Agreement for this tender. Bidders will have to mobilise the rig out of these identified rigs, which are found acceptable to OIL. Offer beyond two rigs will not be considered for evaluation (Only 1st two options, option 1 and 2 will be considered for evaluation). **Rig without top drive will not be considered for evaluation.**
- v) Offers with identified Rigs but with the condition “subject to availability” may be considered for techno-commercial evaluation. The bidders, however, shall have to confirm the availability of the rig along with valid original MOU, seven days prior to price bid opening. The date of price bid opening will be intimated to the bidder subsequently. Bidders who fail to confirm availability of rig will not be considered for price bid opening and would not be considered for award of contract also.
- vi) Subject to Clause No. 6.2(iv) of BRC as mentioned above, bidder would not be allowed to substitute the rig once offered by them in their bid during the period of bid validity. If more than one rig is offered by a bidder, all the rigs would be techno-commercially evaluated. The bidder can mobilise any one of the rigs found techno-commercially acceptable by OIL but the name of the rig to be mobilised by the bidder would have to be furnished by them within 15 days of issue of letter of award.

- 6.2.1 The horsepower rating of the rig(s) offered should be minimum 1400 HP. Further the rig offered should be Diesel Electric/ACVFD, having self elevating mast and sub-structure (as per API standard) and also suitable for cluster location (1 + 3 Wells). The detail of the rig is given in Section-II in Bid Document. Spacing between wells at surface on cluster well plinth is 18m (approx). Bidders must confirm compliance of the same.
- 6.3 The offered Rig should not be more than 15(fifteen) years old as on the bid closing date of the tender. Bidders must submit the certificate of year of manufacture from the Rig manufacturer.
- 6.4 Further, the drilling unit offered should have a residual life of 7 years as on the bid closing date of the tender. The bidder's declaration on the present condition of the offered drilling unit and its residual life along with a certificate issued by an internationally reputed inspection and certification agency listed in Para 6.5 below to this effect should be submitted. The certificate should clearly indicate the residual life broadly of the mast, all engines, draw-works, rotating system, hoisting system, mud pumps, tackle system, BOPs, service engine and pump, motors etc. In case offer is made for a brand new rig, the certificate for residual life is not necessary.
- 6.5 The inspection and certification should be done by any of the following inspection agency for inspection of the rig and the cost of the third party inspection will be borne by the bidder.
- (a) DNV
  - (b) ABS
  - (c) BV
  - (d) LLOYDS
  - (e) Oilfield Audit Services
- 6.6 The rig should be capable of drilling wells, fulfilling "Scope of Work" and conforming to the technical specification as laid down in the bid document.
- 7.0 The bidder shall submit the lay-out drawing of the offered rigs in the Technical bid along with the confirmation that foundation design and detailed working drawing and Load Bearing Diagram would be submitted within 15 days from the date of issue of Letter of Award.
- 8.0 Offers indicating mobilisation time more than 210 days from the date of issuance of Letter of Award (LOA) will be summarily rejected.
- 9.0 The bidder must confirm to provide the key personnel with requisite experience and qualification as specified in Clause 7.6(I) (personnel to be deployed) under Section-II, Terms of Reference, Area Manager/Rig Superintendent, Tool Pusher, Tour pusher and Driller should possess

valid International Well Control (IWCF) certificate and should be fluent in English.

- 10.0 The Bidder must confirm to provide complete rig package as specified under Section-II of the Bid Document failing which, the bid will be rejected.

11.0 **DOCUMENTS**

- 11.1 Bidders must furnish documentary evidences in support of fulfilling all the above requirement as under:

- (a) Rig offered– documents relating to rig already in possession or propose to own/lease along with technical specifications / details.
- (b) Vintage and residual life of the offered rig as per Para 6.3 & 6.4 above.
- (c) Drilling experience of bidder– Statement to be furnished by bidder in a tabular form along with copies of contracts/work orders along with completion certificates/payment certificates issued by the clients.
- (d) Financial turnover of bidder– Audited balance sheets/profit and loss accounts etc.
- (e) MOU or legally acceptable documents in support of tie-up arrangements along with the technical bid.

All documents submitted with bid must be self-certified by the bidder's authorized person signing the bid.

- 12.0 Bidder while submitting the documents in support of their experience vide Clause 1.0 above shall also submit details of experience and past performance or the collaborator (in case of collaboration) or of joint venture partner (in case of a joint venture), or Leader of the consortium (in case of Consortium bid) on works/jobs done of similar nature in the past along with the technical bid. Also, details of current work in hand and other contractual commitments of the bidder (indicating areas and clients) are to be submitted along with documentary experience in the technical bid in support of the experience laid down in Para 1.0 above.
- 13.0 Any party who is extending technical support by way of entering into technical collaboration with another party, shall not be allowed to submit an independent Bid against the tender and such bids shall be rejected straightway. Further, all bids from parties with technical collaboration support from the same Principal will be rejected.

**B. COMMERCIAL – BID SUBMISSION**

- 1.0 Bids shall be submitted under single stage two Bid system i.e. Technical Bid and Priced Bid separately in the OIL's e-Tender portal. The Technical Bid is to be uploaded as per Scope of Work & Technical Specification of the tender in **“Technical RFx Response” Tab** and Priced Bid as per Proforma-B uploaded in the **“Notes & Attachments” Tab**. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two bid system shall be rejected outright.
- 2.0 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.
- 3.0 Bids with shorter validity will be rejected as being non-responsive.
- 4.0 Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach OIL's Head-Contract's office at Duliajan on or before 12.45 Hrs(IST) on the bid closing date. A scanned copy of the bid security shall however be uploaded in OIL's E-Procurement portal along with the Technical Bid. The amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. Bid without proper & valid Bid Security will be rejected.
- 5.0 The Integrity Pact must be uploaded in OIL's E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid.
- 6.0 Physical Bids, if any received from the bidders, shall not be considered and will be rejected.
- 7.0 Bids submitted after the Bid Closing Date and Time will be rejected.
- 8.0 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 9.0 The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.
- 10.0 Bids shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorised representative.
- 11.0 Any physical documents wherever called for, submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the person or persons who has/have digitally signed the Bid.

- 12.0 Any Bid containing false statement will be rejected.
- 13.0 Bidders must quote clearly and strictly in accordance with the price schedule outlined in “Price Bid Format” of Bid Document, otherwise the Bid will be summarily rejected.
- 14.0 Bidders shall quote directly and not through their Agent/ Representative/Retainer/Associate in India. Bids submitted by Indian Agent/ Representative/Retainer/Associate on behalf of their foreign principals will not be considered and will be rejected straightway. One Indian Agent/Representative/Retainer/Associate cannot represent more than one foreign principal.
- 15.0 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected –
- i) Performance Guarantee Clause
  - ii) Force Majeure Clause
  - iii) Tax Liabilities Clause
  - iv) Arbitration Clause
  - (iv) Acceptance of Jurisdiction and Applicable Law
  - (v) Liquidated damage and penalty clause
  - (vi) Safety & Labour Law
  - (vii) Termination Clause
  - (viii) Integrity Pact

**C. GENERAL**

- 1.0 In case bidder takes exception to any clause of bid document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by Company. The loading so done by the Company will be final and binding and the Company reserves the right to ask the bidder for clarification in respect of bidders.
- 2.0 To ascertain the substantial responsiveness of the Bid the Company reserves the right to ask the bidder for clarifications in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.
- 3.0 If any of the clauses in the BRC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BRC shall prevail.

**II. BID EVALUATION CRITERIA:**

The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria given below:

- 1.0 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- 2.0 DELETED.
- 3.0 DELETED.
- 4.0 DELETED.
- 5.0 DELETED.
- 6.0 DELETED.
- 7.0 DELETED.
- 8.0 For conversion of foreign currency into Indian currency for evaluation of Bids, B.C. selling (Market) rate declared by State Bank of India, one day prior to the date of priced bid opening shall be considered. However, if the time lag between the opening of the bids and final decision exceeds 3(three) months, then B.C. Selling(Market) rate of exchange declared by SBI on the date prior to the date of final decision shall be adopted for conversion and evaluation.
- 9.0 The contract will be signed with the successful bidder for 03 (three) years of operation Bids will be evaluated on total cost for 03 (three) years of operation only as per BEC.
- 10.0 The rates towards Standby, Repair, Force Majeure and Fishing will be restricted to the limit indicated against each as under:
- (a) Payment towards mobilization of the rig package shall not exceed 5% of the total contract price for 3 years. However, mobilization charges if quoted in excess of 5% of the estimated 1(one) year contract cost, the excess amount shall be paid at the end of the contract.
  - (b) Payment towards Standby time rate shall be 90% of the operating date rate.
  - (c) Payment towards rig Repair day rate shall be 60% of operating day rate.
  - (d) Payment towards Force Majeure day rate shall be 50% of operating day rate.
  - (e) Present rate of customs duty is NIL as Rigs will be deployed in OIL's eligible area of operation.

**Note:** The Bidder has to re-export the rigs after completion of the contract in case of imported rigs. The bidder will be fully responsible to

pay the customs duty in case the rigs are taken by the Contractor to area where NIL customs duty benefit is not applicable. This is applicable in case OIL issues recommendatory letter for availing NIL customs duty for import of goods.

- 11.0 The quantities shown against each item in the "Price Bid Format (i.e. in Proforma-B)" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days/ parameters for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.
- 12.0 The bidders must quote their charges / rates in the manner as called for vide "Schedule of Rates" under **Section - IV** and the summarized price schedule format vide enclosed **Proforma -B**.
- 13.0 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Commercial Bids shall be evaluated taking into account the rates quoted in the **PRICE BID FORMAT** as per **Proforma - B**.

**TOTAL ESTD CONTRACT COST FOR RIG FOR 3 YEARS CONTRACT INCLUDING ALL TAXES & DUTIES EXCEPT CUSTOMS DUTY & SERVICE TAX WHICH SHALL BE EXTRA TO OIL,**

**T = TM + TD + TOP + TILMO + TILM1 + TILM + TBCM**  
WHERE

- i) Total Mobilization charges, Lump sum, One time only, **TM = M**
- ii) Total Demobilization charge, Lump sum, One time only, **TD = D**
- iii) Total Operating day rate charge, **TOP = ODR x 960**
- iv) Total Inter-Location Movement charge (Cluster location) Lump sum, **TILMO = ILM0 x 2**
- v) Total Inter-location movement Charges (for move within a distance of 30 Kms), **TILM1 = ILM1 x 9**
- vi) Total Inter-location Movement charges on Kilometerage basis for movement in excess of 30 Km, **TILM = ILM x 200**
- vii) Total Base Camp Shift charge, **TBCM = BCM x 6**

**NOTE:** The items M, D, ODR, ILM0, ILM1, ILM, and BCM are as defined in Schedule of Rates (Section -IV)



- 9.0 **CUSTOMS DUTY** : The drilling units and the services under this Contract shall be carried out in ML/PEL areas of the Company which have been issued or renewed to Company after 01/04/99 and therefore, Customs Duty on the imports under this Contract presently shall be Nil. Bidders should take note of the same while quoting. No customs duty is therefore considered for evaluation.
- 10.0 **PURCHASE PREFERENCE CLAUSE:** Purchase Preference to Micro and Small Enterprises registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME:
- 10.1 In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.
- 10.2 In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.
- 10.3 In case any part of the work is sub-contracted to a Micro or Small Enterprise as per contract conditions than the contractor shall provide complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid registration certificate etc.) of the sub-contractor to OIL.
- 10.4 **Documentation Required to be submitted by MSEs:**  
Copy of valid Registration Certificate, if bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.

**END OF BRC/BEC**

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**PROFORMA – B(MODIFIED)**

**PRICE SCHEDULE**  
**(FOR COMMERCIAL EVALUATION ONLY)**

Srl	Items	Unit	Qty	Unit Rate		Total Amount	
				Code	Amount	Code	Amount
I) DRILLING RIG PACKAGE				Specify the Currency			
1	Mobilization Charges	Lump sum	1	M		TM = M x 1	
2	De-Mobilization Charge	Lump sum	1	D		TD = D x 1	
3	Operating Charge per 24 Hrs	Day	960	ODR		TOP = ODR x 960	
4	ILM rate per move in case of cluster location	Lump sum	2	ILM0		TILM0 = ILM0 x 2	
5	Inter-location move (ILM) charge for rig move upto 30 Km	Lump sum	9	ILM1		TILM1 = ILM1 x 9	
6	Kilometerage charge when ILM is in excess of 30 Kms	Km	200	ILM		TILM = ILM x 200	
7	BASE CAMP SHIFT CHARGE ,	Lump sum	6	BCM		TBCM =BCM X 6	
8	TOTAL CHARGES FOR 3 YEARS OF ONE RIG OPERATION INCLUDING ALL TAXES & DUTIES EXCEPT CUSTOMS DUTY AND SERVICE TAX WHICH ARE EXTRA TO OIL			T = TM + TD + TOP + TILM0 + TILM1 +TILM+TBCM			

**RESTRICTIONS:**

Mobilization Charges of one rig (TM)	<b>TM should not exceed 5% of T</b>
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NOTE: Bidder need not to quote for Standby rate, Repair rate & Force Majeure rate as the same will be payable as fixed % age of operating Day Rate as shown in the Schedule of Rates/Payment: Section –IV. Bidders should note that all charges against which the units rates have been asked, shall be payable at actual. The quantities indicated above are only for evaluation of bids/estimation of total contract value.

**SIGNATURE OF BIDDER**