

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

CORRIGENDUM

Addendum No. 9 Dated 03.04.2018

to

IFB No. CDG5893P18

This Addendum No. 9 dated 03.04.2018 to IFB No. **CDG5893P18** for '**Hiring the Services of 5(five) nos. of Gravel Pack job against 7" Production Casing completed wells with a provision to enter into a framework agreement**' is issued to notify the changes in the bid documents, given as **Annexure-A** to this page and also to notify extension of the Bid Closing / Technical Bid Opening date & Last Date of Selling Bid Document as follows:

- i) Bid Closing Date & Time : 19th April, 2018 (11.00 Hrs, IST)
- ii) Technical Bid Opening Date & Time : 19th April , 2018 (14.00 Hrs, IST)
- iii) Bid Selling Date & Time : 12th April, 2018 (15:30 Hrs, IST)

2.0 Due to delay in finalisation of the amendments to the tender, the validity of Bid Security/EMD (Earnest Money Deposit) is extended upto 31.08.2018.

3.0 Bidders are requested to take note of the above while preparing and submitting their offer.

4.0 All other terms and conditions of the bid document remain unchanged.

**Amended Clauses based on Pre-Bid Conference against
Tender No. CDG5893P18**

Clause No.	Existing Clauses	Amended Clauses
BEC (Bid Evaluation Criteria)		
1.6 of BEC	<p>1.6 Eligibility criteria in case bids are submitted on the basis of technical experience of the parent company: Offers of those bidders who themselves do not meet the technical experience criteria as stipulated in Clause Nos. A. 1.1 (i) & ii) and B. 1.0 & 2.0 can also be considered provided the Bidder is a subsidiary company of the parent company in which the parent company has 100% stake. However, the parent company of the Bidder should on its own meet the experience as stipulated in the BEC and should not rely for meeting the experience criteria on its sister subsidiary/ co-subsidiary company or through any other arrangement like Technical Collaboration agreement. In that case as the subsidiary company is dependent upon the experience of the parent company with a view to ensure commitment and involvement of the parent company for successful execution of the contract, the participating bidder should enclose an Agreement (as per format enclosed as Annexure-VI(a)) between the parent and the subsidiary company and Parent/ Subsidiary Guarantee (as per format enclosed as Annexure-VI(b)) from the parent/ subsidiary company to OIL for fulfilling the obligation under the Agreement, along with the Technical bid.</p>	<p>1.6 Eligibility criteria in case bids are submitted on the basis of technical experience of the parent company: Offers of those bidders who themselves do not meet the technical experience criteria as stipulated in Clause Nos. A. 1.1 (i) & (ii) can also be considered provided the Bidder is a subsidiary company of the parent company in which the parent company has 100% stake. However, the parent company of the Bidder should on its own meet the experience as stipulated in the BEC and should not rely for meeting the experience criteria on its sister subsidiary/ co-subsidiary company or through any other arrangement like Technical Collaboration agreement. In that case as the subsidiary company is dependent upon the experience of the parent company with a view to ensure commitment and involvement of the parent company for successful execution of the contract, the participating bidder should enclose an Agreement [as per format enclosed as Annexure-VI(a)] between the parent and the subsidiary company and Parent/ Subsidiary Guarantee [as per format enclosed as Annexure-VI(b)] from the parent/ subsidiary company to OIL for fulfilling the obligation under the Agreement, along with the Technical bid.</p>
NEW Clause No. 1.8 under BEC	NEW Clause (Claus No. 1.8)	<p>Eligibility criteria in case bid are submitted on the basis of experience of sister subsidiary/ co-subsidiary company: Offers of those bidders who themselves do not meet the experience criteria as stipulated in Clause Nos. A. 1.1(i) and ii) can also be considered based on the experience criteria of their sister subsidiary/ co-subsidiary company within the ultimate parent/ holding company subject to meeting of the following conditions:</p> <ol style="list-style-type: none"> i. Provided that the sister subsidiary/ co-subsidiary company and the bidding company are both first layer of 100% subsidiaries of an ultimate parent/holding company. Documentary evidence to this effect to be submitted by the ultimate parent/ holding company along with the Technical bid. ii. Provided that the sister subsidiary/ co-subsidiary company on its own meets and not through any other arrangement like Technical Collaboration agreement meets the experience criteria stipulated in the BRC. iii. In case of contracts involving multifarious activities such as – (a) manufacturing/ supply (b) installation and commissioning (c) servicing and

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		<p>maintenance of any equipment, then in that case, the bidding company can rely on the experience of their multiple sister subsidiary / co-subsidiary company(ies) specializing in each sphere of activity, i.e. (a) manufacturing/supply (b) installation and commissioning (c) servicing and maintenance. However, all the sister subsidiary company(ies)/ co-subsidiary company(ies) and the bidding company should be first layer of 100% subsidiary company(ies) of an ultimate parent/ holding company . Documentary evidence to the effect that all the sister subsidiary company(ies) are first layer of 100% subsidiaries of the ultimate/ holding parent company should be submitted along with the Technical bid. Provided that with a view to ensure commitment and involvement of the ultimate parent/ holding company for successful execution of the contract, the participating bidder shall enclose an agreement [as per format enclosed as Annexure-VII] between them, their ultimate parent/ holding company and the sister subsidiary/ co-subsidiary company.</p>
<p>SPECIAL CONDITIONS OF THE CONTRACT</p>		
<p>Section III, Special condition of Contract Clause No. 10.1</p>	<p>10.1 LOSS OR DAMAGE TO HOLE: In the event, the well is damaged by dropping of any tool/fish or any reason of wilful acts or Contractor's gross negligence, Contractor's liability shall be to carry out the operations as required for rectification of damage of the well to the reasonable satisfaction of company at Contractor's cost. However, no rate will be payable during the period.</p>	<p>10.1 LOSS OR DAMAGE TO HOLE/INCLUDING FISHING OPERATION: (a) OIL shall be liable for the cost of regaining control of any well, blowout, as well as the cost of removal of debris, and indemnify contractor. (b) In the event, the well is damaged by dropping of any tool/ tubing/fish or any reason of wilful acts or contractor's gross negligence or other legal fault, contractors liability shall be to carry out the operations as required for completion of the well to the reasonable satisfaction of company at contractor's cost limited to his services only i.e. zero rate will be applicable for the entire fishing operation. (c) For any other reasons not attributable to contractor: For the contractor will be eligible for quoted Standby Day Rate Charges (as mentioned in SI no 5 of Proforma-B) from start of such fishing operation for the initial 36 hours only, which will be followed by 50% of the quoted Standby Day Rate Charges (as mentioned in SI no 5 of Proforma-B) for the remaining period of such fishing operation. All relevant fish retrieval tools (related to contractors downhole equipment /tools) along with supervision for fish recovery shall be the scope of the contractor. The contractor shall provide retrieving/fishing tools for their non-standard size tubulars / sub-surface equipment/ tools including the entire gravel pack assembly along with suitable adaptors.</p>

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<p>Part 3, Section III, Special condition of Contract Clause No. 10.3</p>	<p>LOSS OR DAMAGE OF SUB-SURFACE EQUIPMENT: Notwithstanding any provision under this contract to the contrary, Company shall assume liability except in the event of gross negligence on the part of the Contractor, for loss or damage to the Contractor's sub-surface equipment and the down hole tools in the hole below the X-mass tree. Company shall at its option either reimburse the Contractor for the value of lost equipment/tools as declared in the import invoices at the time of mobilization (or subsequent replacement/addition) of the same equipment/ tools or CIF value as reflected in Proforma-A hereto whichever is lower (Plus customs duty paid by the contractor for the equipment tool lost/damaged, provided that the said custom duty was not borne by the Company and Contractor produces the documentary evidence towards payment of customs duty.) for any such loss or damage, less depreciation @3% per month from the date of commencement of this contract with a maximum depreciation equivalent to 50% of CIF value as indicated by the Contractor or at its option replace similar equipment/tools to the satisfaction of the Contractor and any transportation expenses incurred in connection herewith. All such costs shall be payable by Company only after Contractor has produced documentary evidence that the particular equipment/tools in question was not covered by Contractor's insurance policies. For such claims Contractor should notify the Company within one month. The inspection of recovered equipment from downhole need to be done by Company representative before submission of the invoice by Contractor</p>	<p>LOSS OR DAMAGE OF SUB-SURFACE EQUIPMENT: Notwithstanding any provision under this contract to the contrary, Company shall assume liability except in the event of Wilful Misconduct or Gross Negligence on the part of the contractor for loss or damage to the contractor's sub-surface equipment/ downhole tools in hole below rotary table, attributable to the company, subject to conditions prescribed herein below. Company shall at its option either reimburse the contractor for the value of lost equipment/ tool as declared in the import invoices at the time of mobilization or subsequent replacement/ addition of the same equipment/ tool or CIF value whichever is lower for any such loss or damage, less depreciation @ 3% per month from the date of start of the contract up to a maximum depreciation equivalent to 50% of CIF value as indicated by the contractor or at its option to replace similar equipment/ tools and any transportation expenses incurred in connection herewith. All such cost shall be payable by Company only after contractor undertakes in prescribed format (FORMAT X) that the particular equipment/ tool in question is not covered by contractor's insurance. For any such loss/damage, the contractor must notify the Company in writing within one month from the date of the lost tool and claim thereof must be made within six months of the date of the lost tool or before expiry of the Contract, whichever is earlier. The inspection of recovered tools/ equipment from downhole needs to be made by the Company Representative before submission of the invoice by contractor and the possession will be taken over by company if declared not reusable by the contractor. OIL shall certify the Loss/Damage in Hole immediately upon receiving the intimation from the Contractor, so that replacement and claiming of Loss/Damage can be done within the stipulated time. Note: No Mobilization cost would be payable towards replacement of LIH tools.</p>
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NOTE:

- (1) **Annexure VII** under Clause no. 1.8 of BEC is uploaded separately in "Technical Attachment" tab.
- (2) **Format-X** under Clause No. 10.3 of SCC is uploaded separately in "Technical Attachment" tab.

****End of Addendum to Bid Document****

FORMAT OF AGREEMENT BETWEEN BIDDER, THEIR SISTER SUBSIDIARY/CO-SUBSIDIARY COMPANY AND THE ULTIMATE PARENT/HOLDING COMPANY OF BOTH THE BIDDER AND THE SISTER SUBSIDIARY/CO-SUBSIDIARY (Strike out whichever is not applicable between Ultimate Parent and Holding Company. Similarly strike out whichever is not applicable between Sister Subsidiary and Co-subsidiary Company)

(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)

This agreement made this ___ day of ___ month ___ year by and between M/s. _____ (Fill in Bidder's full name, constitution and registered office address) _____ hereinafter referred to as "Bidder" of the first part and

M/s. _____ (Fill in full name, constitution and registered office address of Sister Subsidiary/Co-subsidiary Company of the Bidder) herein after referred to as "Sister Subsidiary/ Co-subsidiary" of the second part and

M/s. _____ (Fill in the full name, constitution and registered office address of the Ultimate Parent/Holding Company's of both the subsidiaries) hereinafter referred to as "Ultimate Parent/ Holding Company" of the third part.

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 a technical support of M/s. _____ (Sister Subsidiary/Co-subsidiary Company) and

Sister Subsidiary/Co-subsidiary Company represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed to by and between all the three parties as follows:

1. M/s. _____ (Bidder) will submit an offer to OIL for the full scope of work as envisaged in the tender document.
2. M/s. _____ (Sister Subsidiary/Co-subsidiary Company) undertakes to provide technical support and expertise and expert manpower, material, if any, to support the bidder to discharge its obligations as per the Scope of work of the tender / Contract for which offer has been made by the bidder.
3. This agreement will remain valid till validity of bidder's offer to OIL including extension if any and also till satisfactory performance of the contract in the event the bid is accepted and contract is awarded by OIL to the bidder.
4. Sister Subsidiary/ Co-subsidiary Company unconditionally agrees that in case of award of contract to the Bidder, if the Bidder is unable to execute the

contract, they shall, immediately on receipt of notice by OIL, take up the job without any demur or objection, in continuation without loss of time and without any extra cost to OIL and duly perform the obligations of the Bidder/Contractor to the satisfaction of OIL.

5. The Ultimate Parent/Holding Company also confirms and undertakes that the commitment made by the Sister Subsidiary/ Co-subsidiary company in providing the technical support and technical expertise and expert manpower to support the bidder for execution of the contract are honoured.
6. The Ultimate Parent/Holding Company also takes full responsibility in getting the contract executed through the Sister subsidiary/ Co-subsidiary company in case the Bidder/Contractor is unable to execute the contract.
7. In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of (Bidder)	For and on behalf of (Sister Subsidiary/ Co- subsidiary)	For and on behalf of (Ultimate Parent / Co- Holding Company)
M/s.	M/s.	M/s.
Witness	Witness	Witness
1)	1)	1)
2)	2)	2)

Note: In case of contracts involving - (a) manufacture/supply (b) installation and commissioning (c) servicing and maintenance of any equipment, as the bidding company can draw on the experience of their multiple subsidiary sister/Co-subsidiary company (ies) specializing in each sphere of activity, i.e. (a) manufacture/supply (b) installation and commissioning (c) servicing and maintenance, therefore, in that case, the above format shall be signed by all the sister/Co-subsidiary company(ies) and necessary modifications may be made in the above format to include all sister subsidiaries.

FORMAT-X

Format that the particular equipment/ tool in question is not covered by contractor's insurance:

ON THE OFFICIAL PAD OF THE CONTRACTOR TO BE EXECUTED BY THE AUTHORIZED SIGNATORY OF THE CONTRACTOR

UNDERTAKING

Ref Clause No. 10.3 of the SCC of the Contract

I/We the authorized signatory(s) of
(Company or firm name with address) do hereby solemnly affirm and declare as under:-

- (1) That, my/our above Company/Firm has participated in the Tender IFB No.
- (2) That, our firm has been awarded with the contract no.....for
- (3) That, as required under Clause-10.0 of the GCC of the Contract, we have taken insurance to cover all risk in respect of our personnel, materials & equipment belonging to us or our sub contractor during the currency of the contract including the third party items/consumables.
- (4) That, I/we also declare that the tools / equipment which are below Rotary Table or in the well bore as stated under the clause 10.2 sub-clause (d) of General Condition of Contracts provided under the above tender are not covered under any Insurance Policies.
- (5) That, the statements made in above paras are true to the best of my/our knowledge and belief. That in case of the any of the above statement is found to be false/ incorrect/misleading at any point of time during the currency of the contract, OIL shall be at liberty to initiate necessary action against the Company/Firm in terms of the Contract.

Place...

Date:.....

SIGNATURE OF THE DECLARANT