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AMENDMENT NO. 02 DATED 02.02.2019

This Amendment against e-Tender No. CDG9884P19 for “acquisition of 180 LKM 2-D seismic data using state of art equipment for Pasighat (AA-ONHP-2017/7) falls under both Assam and Arunachal Pradesh” is issued to incorporate the followings changes/amendments:

- AA. Certain changes are made in the Tender (Indicated in the Enclosure A).
- BB. BID REJECTION CRITERIA (BRC)/BID EVALUATION CRITERIA (BEC) (Part -2 of the Tender) are Amended and the same are enclosed here with as REVISED BID REJECTION CRITERIA (BRC)/BID EVALUATION CRITERIA (BEC) (Enclosure B).
- CC. All other Terms and Conditions of the Tender/Bid Document (Considering all previous Amendments/Addendums, if any) will remain unchanged.

Enclosure A To Amendment No. 02

Sl.	Tender Clause No.	Tender Clause Description	Amended Clauses
1	PART - 1 INSTRUCTIONS TO BIDDERS Clause No. 8.3	8.3 All duties (except customs duty which will be borne by the Company) and taxes (excluding GST) including Corporate Income Tax, Personal Tax, etc. and other Cess/levies payable by the successful bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.	8.3 All duties [except basic customs duty which will be borne by the Company (GST related to Customs duty is to be borne by the bidder and should be inclusive in their rates)] and taxes (excluding GST) including Corporate Income Tax, Personal Tax, etc. and other Cess/levies payable by the successful bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.
2	Part-3: SECTION-I GENERAL CONDITIONS OF CONTRACT Clause No. 18.3 Penalty for Default in timely completion (Page 47 of 136)	Penalty for Default in timely completion: Bidder shall put all out effort to complete the entire work of 180 LKM data acquisition in 14 (fourteen) operating months from the date of commencement of work excluding the monsoon break. If the bidder is unable to complete the schedule work i.e. 180 LKM of 2D data acquisition within the stipulated time period, the bidder may be allowed to work to complete the remaining job in additional period, not exceeding three operating months, however, the payment of remaining volume of job will be made at the rate of 80% of the actual quoted per LKM rate. No payment towards the stand-by charges and camp maintenance will be made during this extended period due to non-completion of tendered volume of work within the stipulated time period.	Penalty for Default in timely completion: Bidder shall put all out effort to complete the entire work of 180 LKM data acquisition in 14 (fourteen) operating months from the date of commencement of work excluding the monsoon break. If the bidder is unable to complete the schedule work i.e. 180 LKM of 2D data acquisition within the stipulated time period, the bidder may be allowed to work to complete the remaining job in additional period, not exceeding three operating months, however, the payment of remaining volume of job will be made at the rate of 90% of the actual quoted per LKM rate. No payment towards the stand-by charges and camp maintenance will be made during this extended period due to non-completion of tendered volume of work within the stipulated time period.

<p>3</p>	<p>PART- 3: SECTION-II SCOPE OF WORK/ TERMS OF REFERENCE/ TECHNICAL SPECIFICATIONS/SPECIAL CONDITIONS OF CONTRACT</p> <p>Clause No. 1.0 INTRODUCTION1.1, (Page No. 55 of 136)</p>	<p>OIL INDIA LIMITED (OIL), a Govt. of India Enterprise herein after called as “The Company” desires to carry out acquisition of 180 LKM 2-D seismic data using state-of-the- art equipment in Pasighat (AA-ONHP-2017-17) falls under both Assam and Arunachal Pradesh, India. It has planned to acquire a total quantum of 2D seismic data of 180 LKM Seismic data acquisition shall be completed in two financial years, viz. 2019 - 2021. Minimum one (1) seismic crew is required to accomplish the above mentioned jobs in two financial years. The acquired data must be of good quality (distinct primary reflections from all target horizons) and to have uniform fold at the extent possible, regular offsets in all subsurface coverage points (CDPs). The target formations are from Namsang (2500m depth) to Eocene (6000m depth). This part establishes the scope and schedule for the work to be performed by the Bidder and describes references to the specifications, instructions, standards and other documents including specifications for any materials, tools or equipment which Bidder shall satisfy or adhere to in the performance of the work.</p>	<p>OIL INDIA LIMITED (OIL), a Govt. of India Enterprise herein after called as “The Company” desires to carry out acquisition of 180 LKM 2-D seismic data using state-of-the-art equipment in Pasighat (AA-ONHP-2017-17) falls under both Assam and Arunachal Pradesh, India. It has planned to acquire a total quantum of 2D seismic data of 180 LKM Seismic data acquisition shall be completed in two field seasons, viz. 2019 - 2021. Minimum one (1) seismic crew is required to accomplish the above mentioned jobs in two field seasons. The acquired data must be of good quality (distinct primary reflections from all target horizons) and to have uniform fold at the extent possible, regular offsets in all subsurface coverage points (CDPs). The target formations are from Namsang (2500m depth) to Eocene (6000m depth). This part establishes the scope and schedule for the work to be performed by the Bidder and describes references to the specifications, instructions, standards and other documents including specifications for any materials, tools or equipment which Bidder shall satisfy or adhere to in the performance of the work.</p>
<p>4</p>	<p>PART- 3: SECTION-II SCOPE OF WORK/ TERMS OF REFERENCE/ TECHNICAL SPECIFICATIONS/SPECIAL CONDITIONS OF CONTRACT</p> <p>Clause No. 2.9 (Page No. 59 of 140)</p>	<p>Company reserves the option to decrease/increase the time and volume for 2D data acquisition on quantum of work of 180 LKM by $\pm 50\%$. In case of decrease in quantum, it will be obligatory on the part of the Bidder to carry out the job at the original tender rate, terms & conditions. In case of increase in quantum, the additional quantum of work and rate has to be mutually</p>	<p>Company reserves the option to decrease/increase the time and volume for 2D data acquisition on quantum of work of 180 LKM by $\pm 25\%$. In case of decrease in quantum, it will be obligatory on the part of the Bidder to carry out the job at the original tender rate, terms & conditions. In case of increase in quantum, the additional quantum of work and rate has to be mutually agreed and agreed rates should not be higher</p>

		<p>agreed and agreed rates should not be higher than the original tender rates. The terms & conditions will remain the same as this tender.</p>	<p>than the original tender rates. The terms & conditions will remain the same as this tender.</p>
5	<p>PART- 3: SECTION-II SCOPE OF WORK/ TERMS OF REFERENCE/ TECHNICAL SPECIFICATIONS/SPECIAL CONDITIONS OF CONTRACT Clause No. 2.11 (Page No. 57 of 136)</p>	<p>The minimum nos. of the drilling rigs to be deployed in the operation.....</p> <p>followed by table for rigs The bidder must deploy minimum 75% of above mentioned rigs in the operational area for drilling shotholes in each operational day to fulfil the minimum of average shots per operational day as mentioned in clause No. 2.10 of scope of work.</p>	<p>The minimum nos. of the drilling rigs to be deployed in the operation.....</p> <p>followed by table for rigs The bidder must deploy minimum 75% of above mentioned mechanized rigs in the operational area for drilling shot holes in each operational day to fulfil the minimum of average shots per operational day as mentioned in clause No. 2.10 of scope of work.</p>
6	<p>PART- 3: SECTION-II SCOPE OF WORK/ TERMS OF REFERENCE/ TECHNICAL SPECIFICATIONS/SPECIAL CONDITIONS OF CONTRACT Clause No. 17.13</p>	<p>Bidder should provide the list of items to be imported in the specified format. Customs duty may not be applicable in this instant as the Blocks are OALP blocks. However, the Bidder has to provide the CIF value of the items as specified (the hardware and software should be shown separately) to the Company. Customs duty on any items in addition to above will have to be borne by the Bidder. However, the Bidder will submit the undisputed and clear necessary documents/duty assessment papers to Company for any such additional items imported under this tender.</p>	<p>Bidder should provide the list of items to be imported in the specified format. Basic Customs duty may not be applicable in this instant as the Blocks are OALP blocks. However, the Bidder has to provide the CIF value of the items as specified (the hardware and software should be shown separately) to the Company. Customs duty on any items in addition to above will have to be borne by the Bidder. However, the Bidder will submit the undisputed and clear necessary documents/duty assessment papers to Company for any such additional items imported under this tender.</p>
7	<p>Annexure – II Clause B. Cables and Geophones: (Page No. 122 of 135)</p>	<p>Cables and Geophones: Cables and Geophones: Not more than One (1) year old as on the date of NIT.</p>	<p>Cables and Geophones: Cables and Geophones: Not more than Two (2) years old as on the date of NIT.</p>
8	<p>Appendix-II, Clause 5.0</p>	<p>Raw seismic data of the entire project (LTO-5 Tape).....</p>	<p>Required tape media is mentioned below: IBM Compatible3592(E05, E06 and E07) tape or LTO5</p>

<p>9</p>	<p>PART3- SECTION-II Clause No. 5.3.1 Explosives and Detonators (f) (Page No. 61 of 136)</p>	<p>In the case of additional usage (More than above mentioned quantities as per clause 5.3.1. d) of explosive and detonators due to operational requirement and certified by on-site Company representative, the same will be compensated as per actual based on supporting documentation provided with monthly invoice</p>	<p>In the case of additional usage (More than above mentioned quantities as per clause 5.3.1. d) of explosive and detonators due to operational requirement and certified by on-site Company representative, the same will be paid as per unit rate quoted by the bidder in the price schedule and the payment will be made as per actual based on supporting documentation provided with monthly invoice.</p>
<p>10</p>	<p>PART3- SECTION-III, SCHEDULE OF RATES Clause No. 6.0 FORCE MAJEURE CHARGES: (Page No. 79 of 136)</p>	<p>Force Majeure Charges shall be applicable during the Force Majeure situation, if any arises during the period of job execution at site and payable on per day of 24 hours basis upto a maximum of fifteen (15) consecutive days, pursuant to clause No. 11.0 of General Terms & Conditions (GCC). Payment will also be made on pro-rata per hour basis for part of a day, if any.</p>	<p>Force Majeure Charges shall be applicable during the Force Majeure situation, if any arises during the period of job execution at site and payable on per day of 24 hours basis upto a maximum of fifteen (15) consecutive days, pursuant to clause No. 12.0 of General Terms & Conditions (GCC). Payment will also be made on pro-rata per hour basis for part of a day, if any.</p>

End of Enclosure A

REVISED BID REJECTION CRITERIA (BRC)/BID EVALUATION CRITERIA (BEC)

1.0 VITAL CRITERIA FOR BID ACCEPTANCE: The bid shall conform generally to the specifications and terms and conditions given in the Bid Documents. Bidders are advised not to take any exception/deviation to the Bid Documents. Exceptions/Deviations, if any, should be brought out during the **Pre-Bid Conference** as scheduled against this Tender. After processing such suggestions, Company may communicate the changes, if any, through an addendum to the tender document in this regard to the prospective bidders who purchased the tender document. Still, if any exceptions/deviations are maintained in the bid, such conditional/nonconforming bids shall not be considered, but shall be rejected.

2.0 GENERAL CONFORMITY

Bids will be rejected in case the equipment and services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid 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.

3.0 EVALUATION CRITERIA:

3.1 TECHNICAL EVALUATION CRITERIA

3.1.1 The Bidders must meet the following experience criteria in the last seven (07) years preceding the date of Original Bid Closing.

3.1.2 EXPERIENCE OF THE BIDDER:

- (i) Bidders must have successfully completed onshore 2D seismic survey with a minimum cumulative total of **180 LKM or 90 SQKM** of onshore 3D seismic survey in the last **seven (07)** years preceding the date of Original Bid Closing.

Bidders must submit documentary evidence as:

Contract/Agreement copy along with satisfactory completion/performance report clearly mentioning Contract/Agreement No. and volume of job completed (for completed as well ongoing contracts).

OR

Contract/Agreement copy with proof of settlement/release of final payment against the contract.

OR

Any other documentary evidence that can substantiate the satisfactory execution of the contract as mentioned in the above clause.

- (ii) Bidders must have completed at least one project with **mechanized drilling rigs and explosives** as a source. However, in case of mixed energy source in which explosive with **mechanized drilling rigs** is used as one of the sources will also be considered.

Bidders must submit documentary evidence as:

Contract/Agreement copy clearly mentioning explosive as energy source using mechanized drilling rigs with satisfactory

completion/performance report clearly mentioning
Contract/Agreement No. and volume of job completed.

OR

Contract/Agreement copy clearly mentioning explosive as energy
source using mechanized drilling rigs with proof of settlement /release
of final payment against the contract.

OR

Any other documentary evidence that can substantiate the satisfactory
execution of the contract as mentioned in the above clause.

- (iii) **Foreign Bidders:** Bidder (s) shall have experience mentioned in sub
clause (i) and (ii), out of which the Bidder(s) must have successfully carried
out a minimum of **90 LKM of onshore 2D Seismic Data Acquisition or
45 SQKM of onshore 3D seismic** data acquisition in two countries other
than the country of origin in the last **Seven (07)** years as preceding the
date of Original Bid Closing.

OR

Bidder (s) shall have experience mentioned in sub-clause (i) and (ii), out of
which the Bidder(s) must have successfully carried out a minimum of **90
LKM of onshore 2D** seismic data acquisition or **45 SQKM of Onshore 3D
Seismic** Data Acquisition in a single survey block in India in the last Seven
(07) years as preceding the date of Original Bid Closing.

Bidders must submit documentary evidence as:

Contract/Agreement copy along with satisfactory
completion/performance report clearly mentioning
Contract/Agreement No. and volume of job completed.

OR

Contract/Agreement copy with proof of settlement/release of final
payment against the contract.

OR

Any other documentary evidence that can substantiate the satisfactory
execution of the contract as mentioned in the above clause.

- 3.1.3 **Indian Company/Indian Joint Venture Company as bidder:** Either the
Indian Company/Indian Joint Venture Company or its Technical
Collaborator/ Joint venture partner must meet the criteria under clause **3.1.2**
above. {In case the Joint Venture Partner(s)/Collaborator(s) is/are of foreign
origin, they are to meet the experience criteria set in clause **3.1.2 (iii)** above
in addition to others, otherwise the same is exempted for Indian JV
Partner(s)/Collaborator(s)}.

- i. Details of experience and past performance of the bidder and the
collaborator (in case of collaboration) or of joint venture partner (in case of
a joint venture), on works/jobs done of similar nature in the past and
details of current work in hand and other contractual commitments,
indicating areas and clients are to be submitted along with the Technical
Bid, in support of the experience criteria laid down above as per enclosed
Annexure-III.
- ii. **Indian Companies/Joint Venture Companies:** Indian bidders whose
proposal for technical collaboration/joint venture involves foreign equity
participation or payment of royalty and / or lump sum for technical know-
how and wherever Govt. approval is necessary, are required to submit copy
of Govt. approval, on their application submitted to SIA, prior to the date
of price bid opening. Bidder must submit along with their technical bid
Memorandum of Understanding(MOU)/Agreement with their technical

collaborator / Joint venture partner (in case of Joint venture) clearly indicating their roles & responsibilities under the scope of work.

- iii. MOU/Agreement concluded by the bidder with technical collaborator/joint venture partner (in case of Joint Venture), must also be addressed to the Company, clearly stating that the MOU Agreement is applicable to this tender and shall be binding on them for the entire contract period. The MOU must unconditionally and unequivocally declare that the MOU shall remain valid during the validity of the Contract. Notwithstanding the MOU/Agreement, the responsibility of completion of job under this contract will be with the bidder.

3.1.4 In case the Bidder is a Consortium of Companies, the following requirements must be satisfied by the Bidder:

- a) Acceptable Memorandum of Understanding (MOU) has to be made between the consortium partners, which should be 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 any & all responsibilities and obligations under the contract, if awarded, and identifying the Leader of the Consortium.
- b) The leader of the consortium must satisfy the minimum experience requirement as per clause **3.1.2** above.
- c) The leader of the consortium must confirm unconditional acceptance of full responsibility of executing the "Scope of Work" of this tender. This confirmation must be submitted along with the technical bid.
- d) MOU/Agreement concluded by the bidder with consortium partners, should be addressed to the Company, clearly stating that the MOU/ Agreement is applicable to this Tender and shall be binding on them for the entire contract period, including extension, if any. The MOU must unconditionally and unequivocally declare that the MOU shall remain valid during the validity of the Contract. The MOU/Agreement should be submitted along with the Technical bid.
- e) Only the Leader of consortium shall submit the bid and the contract to be signed by all the consortium members, if awarded. The requisite Bid Security and Performance Security must be submitted by the leader of consortium and on behalf of the consortium.

3.1.5 Eligibility criteria in case Bid is submitted on the basis of the Technical Experience of the Parent/Subsidiary Company: Offers of those bidders who themselves do not meet experience criteria as stipulated in clause **3.1.2** above can also be considered provided the bidder is a **100%** subsidiary company of the parent company which meets the above mentioned experience criteria or the parent company can also be considered on the strength of its **100%** subsidiary company. However, the parent/subsidiary company of the bidder should on its own meet the technical experience as aforesaid and should not rely on its sister subsidiary/co-subsidiary company or through any other arrangement like technical collaboration etc. In that case, as the subsidiary company is dependent upon the technical experience of the parent company or vice-versa, with a view to ensure commitment and involvement of the parent/subsidiary company for successful execution of the contract, the participating bidder must enclose an agreement, as per format furnished vide **Proforma - N**, between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee, as per format furnished vide **Proforma - O**,

from the parent/subsidiary company to OIL for fulfilling the obligations under the agreement, along with the technical bid.

3.1.6 Eligibility criteria in case Bid is submitted on the basis of the Technical Experience of Sister Subsidiary/Co-Subsidiary Company: Offers of those bidders who themselves do not meet the technical experience criteria stipulated in **3.1.2** above can also be considered based on the experience of their Sister Subsidiary/Co-Subsidiary company within the ultimate parent/holding company subject to meeting the following conditions:

- (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.
- (b) Provided that the sister subsidiary/co-subsidiary company on its own meets the technical experience criteria laid down in clause **3.1.2** above and not through any other arrangement like technical collaboration etc.
- (c) 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 must submit an agreement, as per format furnished vide **Proforma - Q**, between them, their ultimate parent/holding company, along with the technical bid.

3.1.7 In both the situations mentioned in 3.1.5 and 3.1.6 above, following conditions are required to be fulfilled/documents to be submitted:

- (i) Undertaking by Supporting Company or Ultimate Parent Company to provide a Performance Security (as per format and instructions enclosed at **Proforma - R**), equivalent to 50% of the value of the Performance Security which is to be submitted by the bidding company, in case the supported bidding company is the successful bidder. In cases where foreign based supporting company does not have Permanent Establishment in India, the bidding company can furnish Performance Security for an amount which is sum of Performance Security amount to be submitted by the bidder and additional Performance Security amount required to be submitted by the supporting company / ultimate parent company. In such case bidding company shall furnish an undertaking that their foreign based supporting company / ultimate parent company is not having any Permanent Establishment in India in terms of Income Tax Act of India.
- (ii) Undertaking from the supporting company / ultimate parent company to the effect that in addition to invoking the Performance Security submitted by the contractor, the Performance Security provided by supporting company shall be invoked by OIL due to non-performance of the contractor.

Note: In case Supporting company/ ultimate parent company fails to submit Performance Bank Guarantee as per (i) above, Bid Security submitted by the bidder shall be forfeited.

3.1.8 Any party who is extending support by way of entering into consortium/collaboration/Joint Venture agreement or MOU with another

party shall not be allowed to submit an independent Bid against this tender. Under such situation both the Bids shall be rejected. Further, all Bids from parties with technical collaboration support from the same principal against this tender shall be rejected.

- 3.1.9 **Scope of Work/Terms of Reference:** The bids will be technically evaluated based on the requirements furnished in **Section-II** (Scope of Work/Terms of Reference). Bids which do not conform to the minimum specifications of equipment, hardware and software furnished therein and do not include all the jobs/services mentioned in the tender document will be considered as incomplete and rejected. **Bidder must submit the check list-3.**
- 3.1.10 **Equipment & Accessories:** The years of the vintage of equipment to be offered are specified in **Annexure-II**. Bidder has to submit the documentary evidence in support of the Vintage of the equipment which bidder proposes to deploy in the field for the execution of the contract. Bids shall be rejected if the equipment offered do not meet the specified requirement. **Bidder must submit the Check list-1.**
- 3.1.11 **Key Personnel:** The years of experience of the key personnel to be offered are specified in **Annexure-I**. Bidder must submit detailed Bio-data of all its key personnel as per **Annexure - IV** to be deployed for the whole period of the project, along with the technical bid. **These personnel must be working with the bidder at the time of bidding; otherwise bidder has to submit commitment letters from the personnel stating that they will work for the bidder in case contract is awarded to the bidder.** Bidder shall deploy the same persons whose Bio-data is offered in the bid for data acquisition. They shall not be replaced or transferred without prior notification to the Company. Company's approval is essential in case they are desired to be replaced by the bidder with equally competent persons satisfying minimum experience criteria and Company's decision in this regard will be final. Bids shall be rejected if the personnel offered do not meet the specified requirement. **Bidder must also submit the enclosed Check list-2.**
- 3.1.12 **Mobilization:** The bidder must categorically confirm in the Technical Bid that in the event of award of contract, mobilization shall be completed within Ninety (90) days from the date of issue of LOA by Company as per the Annexure-I and Check List-1. Bidders should quote lump sum mobilization charges which should not exceed **5% (five percent)** of the total evaluated contract value as per price bid format. **In case, the last date of scheduled mobilization of 90 days falls within the non- operating period the mobilization date would be extended upto end of monsoon break.**
- 3.1.13 Mobilization shall be deemed to be completed when all personnel, equipment, tools, consumables and field crew are mobilized and also the equipment are fully tested & calibrated and necessary pre-acquisition experimental work conducted as specified in scope of work and first regular production record is taken and accepted by the Company. The time spent on the pre-acquisition experimental work is inclusive in the above mobilization period. Bidders must provide categorical confirmation of their capability and intent to meet this timing in their Technical Bid otherwise their Bid will be rejected.

3.2 **FINANCIAL EVALUATION CRITERIA:**

- 3.2.1 The bidder must have annual financial turnover of at least of **Rs 10.05 Crores** or **USD 1.40 Million** (or equivalent in any other foreign currency) in any of preceding three (3) financial years as per the Audited Annual Reports. **The Net Worth of the bidder is to be positive for preceding financial**

/accounting year. The bidder has to submit the Audited Annual Report of last three years as supporting documentary evidence.

3.2.2 In case the bidder is a newly formed company (i.e. one which has been incorporated in the last 5 years from the date of un-priced bid opening of the tender) who does not meet financial criteria as mentioned in above clause 3.2.1 by itself and submits his bid based on the financial strength of his promoter company, then promoter company must have annual turnover of at least of **Rs. 10.05 Crores** or **USD 1.40 Million** (or equivalent in any other foreign currency) in any of preceding three (3) financial years as per the Audited Annual Reports. **The Net Worth of the promoter company is to be positive for preceding financial / accounting year.** For the purpose of this clause, Promoter Company means the Company, which has more than 50% share in the bidder company. Documentary evidence in this regard is to be submitted by the bidder along with the Technical Bid. The bidder has to submit the Audited Annual Report of the promoter company of last three years as supporting documentary evidence. In addition, the following documents are to be submitted along with the technical bid:

- i. Corporate Guarantee on promoter company's letter head signed by an authorized official undertaking that they would financially support the newly formed company for executing the project/job in case the same is awarded to them, and
- ii. Documents in support that the bidder is a newly formed company i.e. one which has been incorporated in the last 5 years from the date of un-priced bid opening of the tender.
- iii. Documents in support of share holding pattern of the bidding company.
- iv. Undertaking by Promoting Company to provide a Performance Security (as per format and instructions enclosed at **Proforma - R**), equivalent to 50% of the value of the Performance Security which is to be submitted by the bidding company, in case the bidding company is the successful bidder. In cases where foreign based promoting company does not have Permanent Establishment in India, the bidding company can furnish Performance Security for an amount which is sum of Performance Security amount to be submitted by the bidder and additional Performance Security amount required to be submitted by the promoting company. In such case bidding company shall furnish an undertaking that their foreign based promoting company is not having any Permanent Establishment in India in terms of Income Tax Act of India.

3.2.3 In case the bidder is a subsidiary company (should be a subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits bid based on the financial strength of its parent/ultimate parent/holding company, then following documents need to be submitted along with the technical bid:

- i) Annual Turnover of the parent/ultimate parent/holding company in any of preceding three (3) financial years shall be **Rs 10.05 Crores** or **USD 1.40 Million** (or equivalent in any other foreign currency).
- ii) **Net Worth of the parent/ultimate parent / holding company should be positive for the accounting year preceding the original bid closing date.**

- iii) Corporate Guarantee on parent/ultimate parent/holding company's letter head signed by an authorized official undertaking that they would financially support their subsidiary company for executing the project/job in case the same is awarded to them, and
 - iv) The bidder is a subsidiary company of the parent/ultimate parent /holding parent company.
- 3.2.4 If the bid is from a Consortium of companies, then at least one member of the consortium must have average annual turnover of at least **Rs. 10.05 Crores** or **USD 1.40 Million** (or equivalent in any other foreign currency) in any of preceding three (3) financial years and the other member(s) of the consortium must have at least average annual turnover (individually) of **Rs. 5.025 Crores** or **USD 0.70 Million** (or equivalent in any other foreign currency) in any of preceding three (3) financial years. The **Net Worth of all the consortium partners individually should be positive for the accounting year preceding the original bid closing date.**
- 3.2.5 Deleted
- 3.2.6 Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that 'the balance sheet/Financial Statements for the financial year..... (as the case may be) has actually not been audited so far'.

Notes : a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid: -

- i) A certificate issued by a practicing Chartered Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **Proforma - J**.
OR
 - ii) Audited Balance Sheet along with Profit & Loss account. In case of foreign bidders, self-attested/digitally signed printed published accounts are also acceptable.
- b) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.
- c) In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR or US\$, the bidder shall have to convert the figures in equivalent INR or US\$ considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA Certificate is to be submitted by the bidder regarding converted figures in equivalent INR or US\$. Else, the Audited Balance Sheet and Profit & Loss Account shall be evaluated by considering the BC selling rate declared by State Bank

of India (on the date on which the Audited Balance Sheet and Profit & Loss Account is signed) for conversion to INR.

3.3 COMMERCIAL EVALUATION CRITERIA: The following vital commercial criteria should be strictly complied with failing which the bid will be rejected:

- 3.3.1 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**.
- 3.3.2 Prices and rates quoted by Bidders must be held firm during the term of the contract and not be subject to any variation. Bids with adjustable price terms will be rejected.
- 3.3.3 Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach the office of OIL's Chief General Manager (Contracts), Oil India Limited, Duliajan – 786602, Dibrugarh, Assam India 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.
- 3.3.4 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 3.3.5 Bids with shorter validity will be rejected as being non-responsive.
- 3.3.6 Bidders must quote rates in accordance with the price schedule outlined in **PRICE BID FORMAT (PROFORMA-B)**; otherwise the Bid will be rejected. However, if no charge is involved for any of the work/item, 'NIL' should be mentioned against such part of work. If any item in the Price Bid Format is left blank, then it will be construed that for that item bidder has quoted rate as "0". However, if a bidder indicates that they are not quoting for all the items then their offer will be rejected.
- 3.3.7 The Bid documents are not transferable. Offers made by bidders who have not been issued the bid document by the Company will be rejected.
- 3.3.8 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.
- 3.3.9 Any Bid containing a false statement shall be rejected.
- 3.3.10 The Bids and all uploaded documents must be digitally signed using "Class 3" digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

- 3.3.11 Contractor shall bear, within their quoted rates, all the taxes and duties including the personal tax as applicable in respect of their personnel and sub-contractor's personnel, arising out of execution of the contract. Also, the Corporate Tax as applicable on the income from the contract will be to Contractor's account. However, their rates will be exclusive of GST and same has to be quoted in the space provided in the Price Bid Format.
- 3.3.12 The lump sum Mobilization Charges quoted by the Bidders must not exceed **5 % (five percent)** of the total evaluated Contract value. **However, mobilization charges if quoted in excess of 5 % of the estimated contract cost, the excess amount shall be paid at the end of the contract.**
- 3.3.13 The Integrity Pact must be uploaded in OIL's E-Procurement portal along with the Technical Bid duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.
- 3.3.14 There must be no exception to the following Clauses including sub-clauses, otherwise the Bid will be rejected:
- i. Performance Guarantee Bond Clause
 - ii. Force Majeure Clause
 - iii. Tax liabilities Clause
 - iv. Arbitration Clause
 - v. Acceptance of Jurisdiction and Applicable Law Clause
 - vi. Liquidated damage and penalty clause
 - vii. Safety and Labour Law
 - viii. Insurance Clause
 - ix. Termination Clause
 - x. Integrity Pact

3.4 BID EVALUATION CRITERIA:

- 3.4.1 The compliance statement (enclosed **PROFORMA-D**) should be digitally signed and uploaded along with the technical bid (un-priced). The compliance Statement (**PROFORMA-D**) clearly indicating "**NIL Exception/Deviation**" to Tender clauses should be uploaded along with the Technical bid. **Exceptions/deviations to tender clauses, if envisaged any by the bidders, must be brought out during the Pre-Bid Conference only** for deliberation and perusal of Company, subsequent to which no exception/deviation to tender terms shall be accepted against this Tender.
- 3.4.2 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC also and such clarifications fulfilling the BEC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.
- 3.4.3 If any clauses in the BEC contradict clauses elsewhere in the Bid Document, then the clauses in the BEC shall prevail.
- 3.4.4 The Company reserves the right to cancel/withdraw the tender or annul the bidding process at any time prior to award of contract, without thereby incurring any liability to the bidders or any obligation to inform the bidders of the grounds of Company's action.
- 3.4.5 Bid involving a party in any form whose name is appearing in the prevailing list of banned/blacklisted vendors of OIL INDIA LIMITED shall be rejected outright.

- 3.4.6 The bids conforming to the Scope of Work, 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 described hereunder.
- 3.4.7 Commercial Bids (Price Bids) of only the technically qualified bidders will be opened on a predetermined date and the same will be evaluated taking into account the following factors viz. sum total cost of all components quoted by the bidders as per Price Bid Format (**PROFORMA – B**), mobilization commitment, suitable work plan with firm commitment of deployment of adequate resources and the bidder's past performance in OIL's project (s), if any. The contract will be awarded to the lowest (L1) evaluated bidder.
- 3.4.8 It is, however, to be clearly understood that the assumptions made in respect of the quantity of various items in the Price Bid Format (**PROFORMA-B**) are only for the purpose of evaluation of the bids. The Contractor will be paid on the basis of actual quantum of jobs carried out during job execution. However, execution of jobs in excess of the quantity mentioned herein requires Company's prior approval.
- 3.4.9 Arithmetical errors, if any, in the price bids will be rectified on the following basis.
- “If there is a discrepancy between the Unit Rate and Total Amount (that is obtained by multiplying Unit Rate with Quantity), the unit rate shall prevail and the total amount shall be corrected accordingly. Similarly, if there is a discrepancy between words and figures, the amount quoted in words will prevail. If there is discrepancy between the percentage terms and calculated amount, the amount will be rectified by re-calculating the amount as per the percentage terms. Any bidder who does not accept the said correction procedure, their bid will be rejected.”
- 3.4.10 For evaluation of the bids, B.C. Selling market rate of State Bank of India prevailing one day prior to the price bid opening or the latest rate available as on one day prior to the price bid opening will be considered. Where the time lag between the price bid opening and final decision exceeds three months, the rate of exchange prevailed on the date prior to the date of final decision will be adopted for Conversion in to single currency.
- 3.4.11 **Customs Duty:** 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, this is subject to change as per Government guidelines and the provisions ruling at the time of tender closing will be applicable.
- 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.
- 3.4.12 **Goods & Service Tax:** The bidder is to quote the rates/prices inclusive of all statutory liabilities, except the Goods & Service Tax(GST). GST as applicable shall be extra to OIL's account limiting to the rate quoted by the bidder until any statutory change takes place. However, the liability of payment of GST in case of Indian Bidder will rest on the Contractor while in case of foreign bidder not having any office in India; it will be Company's liability to pay the applicable amount of GST to the Competent Authorities.

4.0 PURCHASE PREFERENCE CLAUSE:

4.1 Purchase Preference to Micro and Small Enterprises:

4.1.1 Purchase Preference to Micro and Small Enterprises registered with District Industry Centres 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.

4.1.2 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.

4.1.3 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.

4.1.4 In case any part of the work is sub-contracted to a Micro or Small Enterprise as per contract conditions then 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.

4.1.5 **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 Centres 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.

4.2 Purchase preference Policy (linked with Local Content) (PP-LC)

4.2.1 Purchase preference policy-linked with Local Content (PP - LC) notified vide letter no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoP&NG and subsequent amendment(s), if any shall be applicable in this tender.

4.2.2 Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions specified at clause No.37.0 of ITB and shall have to submit all undertakings / documents applicable for this policy.

5.1 Where both MSE and PPLC bidder(s) are entitled to Purchase Preference and neither of them is L-1, eligible MSE(s) (in order of ranking among MSEs) shall get preference over eligible PPLC bidder(s) to match their rates with that of L-1 bidder for award of contract. However, if eligible MSE(s) decline(s) to match down the price, then the eligible PPLC bidder(s) in order of ranking among themselves shall be given the opportunity to match down its price to the price of L-1 bidder for award of contract.

- 5.2 Where MSE is already L-1 in the tender evaluation, contract for L-1 portion shall be straightway awarded to MSE, without considering any Purchase Preference for PPLC bidder.
- 5.3 In case L-1 bidder is a PP-LC bidder, purchase preference shall be resorted to MSE bidder as per 'PPP for MSE-Order 2012'.

NOTES TO BEC:

1. All supporting documents/information as called for in compliance to various clauses of BEC above must be submitted along with the Technical Bid, failing which the Bid shall be liable for rejection.
2. These supporting documents must be self-certified/digitally signed by Bidder's authorized person. Company also reserves the right to verify the original documents.
3. The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Price 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.

4. The Bidder must submit the Check list-3.

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