

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

CORRIGENDUM NO. 17 DATED 09.10.2021 TO E-TENDER NO. CDH6605P21 for 'Hiring of (e-RTMAC for drilling operations) enhanced Real-Time Monitoring & Analytics Center for drilling operations including real time rig-site surface data collection, real time rig-site data aggregation, VSAT communications, real time data analytics and design & setting up of a decision support center at company's field headquarters, Duliajan, along with software and hardware, for a period of 04 (Four) years for 04 (Four) nos. of rigs deployed in Company's operational areas within north-east region of India'.

This Corrigendum is issued for incorporation of the following details against the referred tender:

1. The following document has been newly uploaded in the "Amendments" folder in E-portal:
 - BEC/BRC Revised-II
 - Checklist for BEC/BRC Revised-II

All other terms and conditions of the Bid Document remain unchanged. Details can be viewed at www.oil-india.com.

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

- I. **BID EVALUATION CRITERIA (BEC)**: 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 shall have to be particularly met by the Bidders without which the same shall be considered as non-responsive and rejected. All the documents related to BEC must be submitted along with the techno-commercial Bid.

1.0 TECHNICAL EVALUATION CRITERIA:

- 1.1.1 **The bidder must be incorporated in India and must maintain more than 20% local content (LC) for the offered services to be eligible to bid against this tender.**

Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of Purchase preference policy linked with Local Content (PP-LC) notified vide **Letter No. FP-20013/2/2017-FP-PNG dated 17.11.2020** by-MoPNG (including subsequent amendments thereof, if any) shall be applicable.

If such local content is not maintained during execution of contract, OIL reserves the right to invoke the Performance Securities submitted by the bidding and supporting companies, in addition to resorting to other options as may be deemed appropriate.

Whether or not the Bidders want to avail PP-LC benefit against this tender, it is mandatory for them to meet the following at the bidding stage:

- (a) Without specifying the unit rates and bid amount in the technical bid, the bidder must provide the **percentage (%) of local content** in their bid, without which the bid shall be summarily rejected being non-compliant.
- (b) The Bidder shall submit an undertaking from the authorised signatory of bidder having the Power of Attorney alongwith the bid, stating that the bidder meets the minimum LC requirement (above 20%) and such undertaking shall become a part of the contract, if awarded.
- (c) The aforesaid undertaking of the bidder shall also be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content.
- (d) Bidder to submit a copy of their Certificate of Incorporation in India.

TENDER NO. CDH6605P21

1.1.2 EXPERIENCE:

- i. The bidder should be an **'Independent Developer cum Service Provider'** or **'Independent Service Provider'** of **'Real-Time Data Aggregation and Real-Time Data Analytics Services'** in Drilling Domain of Oil & Gas Industry, for real time monitoring of operation in Drilling Rigs and should have the experience of providing such services to E&P companies during the last 05 (Five) years to be reckoned from the original bid closing date of this tender.
- ii. The bidder in conjunction to the above, should have successfully executed and completed at least 01 (One) contract of minimum 02 (Two) year duration, with any E&P company, of providing **'Real-Time Data Aggregation and Real-Time Data Analytics Services'** for simultaneous monitoring of real time operation in multiple drilling rigs [minimum 02 (Two) numbers], with men and materials, using any version of their offered software, in the last 07 (Seven) years to be reckoned from the original bid closing date of this tender.

Notes to BEC Clause 1.1.2 above:

- A.** For proof of requisite work experience (Clause No. 1.1.2. i and 1.1.2. ii mentioned above) the following documents/photocopy (self-attested/attested) must be submitted along with the bid:
- I. **In case work experience is against OIL's Contract:** Bidder must submit Job Completion Certificate issued by the company indicating the following:
 - A. Work order no./Contract no.
 - B. Period of Service
 - C. Nature of Service
 - E. Quantity of Rigs
 - II. **In case work experience is not against OIL's Contract:** Bidder must submit the following:
 - A. Contract document showing details of work
and
 - B. Job Completion Certificate showing:
 - (i) Nature of job done and Work order no./Contract no.
 - (ii) Contract period and date of completion
 - (iii) Quantity of Rigsor
 - C. SES (Service Entry Sheet)/Certificate of Payment (COP) issued by the company indicating the following:
 - (i) Work order no./Contract no.
 - (ii) Period of Service
 - (iii) Nature of Service
 - (iv) Quantity of Rigs
 - (v) Any other document(s) which can substantiate the experience

TENDER NO. CDH6605P21

- B.** Only Letter of Intent (LOI)/Letter of Award (LOA), or Work Order(s) are not acceptable as evidence.
- C.** Mere award of contract(s) shall not be counted towards experience. Successful completion of the awarded contract(s) to the extent of volume & value, as stipulated respectively under Clause No. 1.1.2 shall only be treated as acceptable experience.
- D.** Following work experience shall also be taken into consideration:
- (i) If the prospective bidder has executed contract in which work experience is a component of the contract.
 - (ii) In case the start date of the requisite work experience is beyond the prescribed 07 (Seven) years reckoned from the original bid closing date but completion is within the prescribed 07 (Seven) years reckoned from the original bid closing date.
 - (iii) If the prospective bidder is executing the requisite work experience which is still running and the requisite value/quantity executed prior to original bid closing date is equal to or more than the minimum prescribed value in Clause No. 1.1.2.

Proof of requisite work experience (Clause No. D. (i) and (ii) above), to satisfy:

- a) work experience required as per Clause No. 1.1.2
- b) minimum prescribed value/quantity/period
- c) prescribed period of 07 years, to be submitted as below:

- I. **In case requisite experience is against OIL's Contract:** Bidder must submit the breakup of work experience and its value/quantity/period mentioning SES No. and copies of all relevant SES.
- II. **In case requisite experience is NOT against OIL's Contract:** Bidder must submit the breakup of work experience and its value/quantity/period executed within the prescribed period of 07 (Seven) years reckoned from the original bid closing date. The breakup must be certified by the end user or a certificate issued by a practicing Chartered/Cost Accountant Firm (with Membership Number & Firm Registration Number).

Proof of work experience against Clause No. D. (iii) above, to satisfy

- a) work experience required as per Clause No. 1.1.2
- b) minimum prescribed value/quantity/period
- c) prescribed period of 07 years, to be submitted as below:

- I. **In case requisite experience is against OIL's Contract:** Bidder must submit the following:

- A. Breakup of work experience required as per Clause No. 1.1.2

TENDER NO. CDH6605P21

- B. SES (Service Entry Sheet)/Certificate of Payment (COP) issued by the company indicating the following:
- (i) Work order no./Contract no.
 - (ii) Period of Service
 - (iii) Nature of Service
 - (iv) Quantity of Rigs

II. **In case requisite experience is not against OIL's Contract:** Bidder must submit the following:

- A. Breakup of work experience required as per Clause No. 1.1.2
- B. Contract document showing details of work
- C. LOA/LOI/Work order showing:
 - (i) Nature of job awarded
 - (ii) Contract no./Work order no.
 - (iii) Contract period and date of completion
 - (iv) Quantity of Rigs
- D. Certificate of Payment (COP)/SES (Service Entry Sheet) up to the previous month of the original bid closing date of this tender issued by the company indicating the following:
 - (i) Work order no./Contract no.
 - (ii) Period of Work Done
 - (iii) Nature of Service
 - (iv) Quantity of Rigs

E. Work (as required in Clause No. 1.1.2) executed by the bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BEC.

F. Bids shall be rejected if not accompanied with adequate documentary proof in support of Work experience as mentioned in Clause No. 1.1.2

G. Eligibility Criteria in case Bid are submitted on the basis of Experience of the Parent/Subsidiary Company:

Offers of those bidders who themselves do not meet the experience criteria as stipulated in Clause Nos. 1.1.2 above can also be considered provided the bidder is a subsidiary company of the parent company [**supporting company**] in which the parent company has 100% stake or parent company can also be considered on the strength of its 100% subsidiary [**supporting company**]. However, the parent/subsidiary 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-subsubsidiary company or through any other arrangement like Technical Collaboration agreement.

In case of subsidiary company dependent upon the experience of the parent company or vice-versa with a view to ensure commitment and involvement of the parent/subsidiary

TENDER NO. CDH6605P21

company for successful execution of the contract, the participating bidder should enclose an Agreement (as per format enclosed as **PROFORMA-XVIII** between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee (as per format enclosed as **PROFORMA-XIX** from the parent/subsidiary company to OIL for fulfilling the obligation under the Agreement, along with the technical bid.

H. I) Bid from Indian Company/Indian Joint Venture Company with Technical Collaboration/Joint Venture Partner:

In case, the bidder is an Indian Company/Indian Joint Venture Company who does not meet the experience criteria as per Clause No. 1.1.2., may also bid on the strength of Technical Collaborator/Joint Venture Partner provided all the following criteria are complied:

- i. The primary bidder shall have experience in **“Real-Time Data Aggregation and/or Real-Time Data Analytics Services” in drilling domain of Oil & Gas** over the last 07 years. In this regard the primary bidder must submit contract documents showing details of work and a job completion certificate showing work order number/contract no., nature of job done and date of completion.
- ii. The primary bidder shall meet the financial criteria under clause no. 3.0. In this regard the primary bidder must produce the documents as mentioned in 'Notes to BEC Clause 3.0 above:' mentioned below.
- iii. The Technical Collaborator/Joint Venture Partner at its own shall meet the experience criteria as per clause no. 1.1.2 above. The experience of the Technical Collaborator/Joint Venture Partner with other firm(s) will not be qualified. In this regard, the documents establishing experience of the Technical Collaborator/Joint Venture Partner shall be submitted as per notes to BEC clause 1.1.2 above.
- iv) Indian BIDDERS quoting based on the strength of technical collaborator/joint venture partner, shall submit a Memorandum of Understanding (MOU)/Agreement with their technical collaborator/joint venture partner clearly indicating their roles and responsibilities under the scope of work which shall be addressed to OIL and shall remain valid and binding for the contract period under this tender.

II) 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 under Clause No. 1.1.2 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:

TENDER NO. CDH6605P21

- (i) directly owned 100% subsidiary or owned through intermediate 100% subsidiaries of an ultimate parent/holding company.
 - or
 - (ii) directly/indirectly owned by more than 50% by an ultimate parent company/holding company or by intermediate subsidiaries of an ultimate parent company/holding company.
- b. The bidder must submit duly notarized valid document(s) establishing the legal relation amongst sister/co-subsiary, bidder and the ultimate Parent Company to the full satisfaction of the Company with detail share holding pattern. The Company reserves the right to reject a bid if the documents are not found sufficient or satisfactory or proper to establish the relationship.

In both the situations mentioned above (G & H), following conditions are required to be fulfilled/documents to be submitted:

- (i) Undertaking by ultimate parent to provide a Performance Security (as per format enclosed as **PROFORMA-XX**), 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 ultimate parent 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 50% Performance Security amount required to be submitted by the ultimate parent. In such case bidding company shall furnish an undertaking that their foreign based ultimate parent is not having any Permanent Establishment in India in terms of Income Tax Act of India.
- (ii) Undertaking from the ultimate parent to the effect that in addition to invoking the Performance Security submitted by the contractor, the Performance Security provided by ultimate parent shall be invoked by COMPANY due to non-performance of the contractor.

Note: In case supporting company fails to submit performance bank guarantee as per (i) above, bid security submitted by the bidder shall be forfeited.

- (iii) In cases where subsidiary/parent/sister subsidiary/co-subsiary companies do not have Permanent Establishment in India, the bidding company can furnish Performance Security **equivalent to 150% of the value of the Performance Security which is to be submitted by the bidding company.** In such case bidding company shall furnish an undertaking that their subsidiary/parent/sister company is not having any Permanent Establishment in India in terms of Income Tax Act of India.

- I. Bidder should submit copies of the Real-Time reports (minimum 02 (Two) nos.) for confirmation of complete visualization and all drilling data analytics from any version of their offered software covering complete scope of work. In case all KPI's as detailed in Annexures are not used in one contract/engagement, bidder, has to submit the proof of execution of each /clubbed KPI's for a drilling rig, in last 07 (Seven) years to be reckoned from the original bid closing date of this tender.

TENDER NO. CDH6605P21

J. Bidder should offer the latest version of commercial proven software/s. Prototype system or sub-system (Software and analytics) of an experimental nature shall be rejected out rightly. Vendor shall submit commercial launch specification sheets and software release notes to prove compliance against this point.

K. Instrumentation System should be from one of the following reputed makes or equivalent:

1. Pason
2. NOV M/D Totco
3. Sensus
4. Geolog

Only single manufacturer's instrumentation system is allowed. Mixing or Aggregation of sub-parts/makes for instrumentation system is not allowed.

Sensors proposed as part of the system should be as per OMR 2017 requirements. Bidders shall submit test reports conforming to relevant standards as mentioned in OMR 2017.

L. With regards to provision of software for Drilling Data Aggregation and Analytics the bidder may be:

- i. Independent Developer cum Service Provider of the 'Drilling Data Aggregation and Analytics software' proposed for implementation ('Independent Developer cum Service Provider' is defined as the company or subsidiary of a company that owns the proposed software's IPR, holds the software's licensing rights and controls the software development cycle and also provides the services of 'Real Time Data Aggregation and Analytics' in drilling domain, using their own software).
- ii. Independent Service Provider ('Independent Service Provider' is defined as a company that provides the services of 'Real Time Data Aggregation and Analytics' in drilling domain, using software licenses sold or leased to it by an 'Independent Developer' of the offered software proposed for implementation).

M. If the bidder is an 'Independent Developer cum Service Provider', then he should submit an undertaking for their offered license(s) software(s) to the effect that, the offered solution has an option to customize the algorithms, logics and matrices as per the KPIs and Data QC requirements of the COMPANY and to include any additional KPIs and Data QC requirements, as desired by COMPANY.

To prove that the bidder is an 'Independent Developer' of the offered software, he shall furnish certificate from the CEO/CFO/Managing Director/Authorized Signatory/Partner holding power of attorney of their company.

If the bidder is a subsidiary of the 'Independent Developer', then he is required to submit the proof of it being a subsidiary of the Independent Developer along with their bid submission like Letter of Authorization as subsidiary from the Parent company.

TENDER NO. CDH6605P21

- N.** In case Bidder is only an Independent Service Provider, he should have required license/s for their offered software/s solutions valid throughout the contract period. Bidder should also submit undertaking from the owner of the offered license/s software/s to the effect that the offered solution has an option to customize the algorithms, logics and matrices as per KPIs and Data QC requirements of the COMPANY and to include any additional KPIs and Data QC requirements as desired by the COMPANY.

To prove that the bidder is authorized to use the offered software, he shall furnish a back-up Letter of Authorization from the CEO/CFO/Managing Director/Authorized Signatory/Partner holding power of attorney of the company from OEM or Developer stating that, the bidder is authorized to use the software during the duration of the contract and that the OEM or independent developer shall provide sufficient backup support during the currency of the contract.

- O.** A job executed by a bidder for its own organization/subsidiary shall not be considered as experience for the purpose of meeting BEC.
- P.** Bidder must bid for the entire project of setting up the eRTMAC solution of turn-key nature which amongst others shall include necessary hardware, software, sensors, communication systems, display systems, audio/visual system, AMC, training, installation and commissioning, all internal fittings, furnishing (soft and hard) etc. The project shall also involve developing Data QC logic, customizing dashboards, integrating with third party software (new as well as existing). Incomplete bid in this regard shall be rejected.
- Q.** The Bidder must provide details of make and models of all items and certification of authorization from OEM. Failure to provide details shall lead to rejection of bid.

2.0 MOBILISATION COMMISSIONING & INTEGRATION SCHEDULE:

Bidder must confirm unconditional acceptance to the mobilization schedule for rig-site packages, personnel, and set-up and commissioning for the Decision Support Centre (DSC). Offers indicating mobilization, commissioning time more than the scheduled days from the date of issuance of notice will be rejected.

(A) INITIAL MOBILIZATION & COMMISSIONING:

- (i) Mobilization and Commissioning of Decision Support Center (DSC) along with Manpower and all of the 04 (Four) Rig-Site Packages shall have to be completed within one hundred and 120 (One-Hundred Twenty) days from date of issue of LOA.
- (ii) COMPANY reserves the right to mobilize each of the rig-site packages in a phased manner and in that case separate mobilization notice(s) will be issued against each of the remaining rig-site package other than the ones mobilized during initial mobilization. In such a case, mobilization and commissioning of the remaining Rig Site Package(s) shall have to be completed within 60 (Sixty) days from issue of subsequent mobilization notice(s) against the same.

TENDER NO. CDH6605P21

(B) INTERIM RE-MOBILIZATION & COMMISSIONING:

All subsequent interim re-mobilization and commissioning of rig-site package(s) shall have to be completed within 07 (Seven) days if the movement is within Assam and within 21 (Twenty-one) days if the movement is out of Assam from the date of issuance of interim re-mobilization notice(s).

(C) SOFTWARE INTEGRATION

Software integration as per Scope of work, shall have to be completed within 45 (Forty-Five) days from the date of issuance of first integration request notice after completion of initial mobilization & Commissioning of Decision Support Center. However, COMPANY reserves the right to issue request for integration in a phased manner and in that case separate request for integration notices will be issued for each type of integration work.

3.0 FINANCIAL REJECTION CRITERIA:

3.1 Annual Financial Turnover of the bidder during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be at least **Rs. 13,45,12,500.00 (Rupees Thirteen Crore Forty-Five Lakh Twelve Thousand Five Hundred only).**

3.2 Net worth of the bidder must be Positive for the preceding financial/accounting year.

Note: The Net worth to be considered against Clause 3.2 above, should be read in conjunction with the definition of Net worth as mentioned in Section 2 (57) of the Companies Act, 2013.

Notes to BEC Clause 3.0 above:

a. For proof of Annual Turnover & Net worth, any one of the following documents/photocopies must be submitted along with the bid:

(i) Audited Balance Sheet along with Profit & Loss account.

OR

(ii) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), as per format prescribed in **PROFORMA-XVII.**

Note: Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019 by Chartered Accountant in Practice.

b. 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 shall be considered. In such cases, the Net worth of the previous

TENDER NO. CDH6605P21

financial/accounting year excluding the preceding financial/accounting year shall be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per **PROFORMA-X**.

- c. 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.
- d. In case the bidder is a Government Department, they are exempted from submission of document mentioned under para **a.** and **b.** above.
- e. Bid shall be rejected if not accompanied with adequate documentary proof in support of Annual Turnover and Net worth as mentioned in Para 3.1 & 3.2.
- f. In case the bidder is a subsidiary or sister subsidiary or co-subsiary company (should be a 100% 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) Audited Balance Sheet and Profit Loss Account of the parent/ultimate parent/holding company.
 - (ii) Corporate Guarantee of parent/ultimate parent/Holding company (as per format enclosed as **PROFORMA-XXII** by the authorized officials.
 - (iii) Documents to substantiate that the bidder is a 100% subsidiary company of the parent/ultimate/holding parent company.
 - (iv) Documents proving that net worth of the parent/ultimate parent company is positive for the accounting year preceding the bid closing date”.
- g. In case the Audited Balance Sheet and Profit & Loss Account submitted along with the bid are in currencies other than INR, the bidder shall have to convert the figures in equivalent INR considering the prevailing conversion rate on the date of Balance Sheet and Profit & Loss Account. A CA certificate is to be submitted by the bidder regarding converted figures in equivalent INR.

NOTES: OIL reserves the right to ask for any Original or other relevant document to verify the certification.

4.0 COMMERCIAL EVALUATION CRITERIA:

- 4.1 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 Attachments” 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.

TENDER NO. CDH6605P21

- 4.2 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.
- 4.3 Bids should be valid for a period of **120 (one-hundred twenty)** days. Bids with shorter validity shall be rejected as being non-responsive.
- 4.4 Bid Security is not applicable against this tender. However, bidders shall submit along with their bid a signed **“Bid Security Declaration” (Proforma-V)** accepting that, if they withdraw or modify their bids during the period of validity; or if they are awarded the contract and they fail to sign the contract; or if they fail to submit performance security before the deadline defined in the NIT; they shall be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.
- 4.5 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. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected.
- 4.6 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 4.7 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 shall not be considered and shall be straightway rejected.
- 4.8 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.
- 4.9 Any Bid containing false statement shall be rejected.
- 4.10 Bidders must quote clearly and strictly in accordance with the price schedule outlined in “Price Bid Format” of Bid Document, otherwise the Bid shall be summarily rejected.
- 4.11 Bidders shall quote directly and not through their Agent/ Representative/Retainer/Associate.
- 4.12 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid shall be rejected:
- i) Performance Security Clause
 - ii) Taxes Clause
 - iii) Insurance Clause
 - iv) Force Majeure Clause
 - v) Termination Clause
 - vi) Arbitration Clause
 - vii) Liability Clause

TENDER NO. CDH6605P21

- viii) Withholding Clause
- ix) Liquidated damages Clause
- x) Firm price
- xi) Bid Security Declaration
- xii) Integrity Pact

5.0 PRICE EVALUATION CRITERIA:

The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjected to bid evaluation criteria shall be considered for further evaluation as per the price evaluation criteria given below:

- 5.1 **Bids shall be evaluated on overall lowest cost to OIL for the services including GST (CGST & SGST/UTGST or IGST) i.e. L1 offer shall be determined considering the lowest quoted price in PART-III which shall be combination of PART-I and PART-II (as listed below).** The comparison of the responsive bids shall be made subject to loading for any deviation for both PART-I and PART-II.

PART-I: DECISION SUPPORT CENTER - eRTMAC FOR DRILLING OPERATIONS AT FHQ

The total estimated contract cost for “PART-I” for 04 (Four) years inclusive of all taxes & duties [including all applicable GST components] and except basic customs duty which shall be extra to oil's account is:

$$\text{Total PART-I} = a1+b1+c1+d1$$

Where,

a1 = Total cost of Decision Support Center for eRTMAC at FHQ for 04 Years (includes mobilization & commissioning, operating charges for four years and demobilization and decommissioning).

b1 = Total cost of integration of eRTMAC software with OIL ERP.

c1 = Total cost of Cloud Data Back-up for 04 Years (includes license and infrastructure costs) for 04 years.

d1 = Total cost for DSC-eRTMAC Personnel at FHQ for 04 Years.

PART-II: RIG-SITE PACKAGES – eRTMAC FOR DRILLING OPERATIONS

The total estimated contract cost for “PART-II” for 04 (Four) years and 04 (Four) rig site packages inclusive of all taxes & duties [including all applicable GST components] and except basic customs duty which shall be extra to oil's account.

$$\text{Total PART-II} = a2$$

$$\text{Total PART-II for 04 (Four) nos. rigs} = a2 \times 4$$

TENDER NO. CDH6605P21

Where,

a2 = Total cost of one rig-site package (excluding GST) for 04 (Four) years (includes mobilization, operating charges for four years, standby charges, interim mobilization, interim demobilization and demobilization).

PART-III: Grand Total Contract Cost for both Part-I and Part-II over 04 (Four) years inclusive of all taxes & duties and except Basic Customs Duty which shall be extra to OIL's account.

= Total (PART-I) + Total (PART-II)

- 5.2 If there is any discrepancy between the unit price and the total price, the unit price shall 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 shall be adopted for evaluation.
- 5.3 The contract shall be signed with successful bidder for the required services as per 'Scope of Work' of the IFB.
- 5.4 The bidders must quote their rates in the manner as called for vide "Schedule of Rates" under **Section - IV** and the summarized price schedule format vide enclosed **Proforma-B**.
- 5.5 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 shall be paid on the basis of the actual number of days/parameter, as the case may be.
- 5.6 To ascertain the inter-se-ranking, the comparison of the responsive bids shall 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'.
- 5.7 Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services including applicable GST (CGST & SGST/UTGST or IGST).
- 5.8 OIL shall prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

However, in case any unregistered bidder is submitting their bid, their prices shall be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same shall be considered for evaluation of bid as per evaluation methodology of tender document.

- 5.9 Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) shall be considered as inclusive of all taxes including GST.

When a bidder mentions taxes as extra without specifying the rates & amount, the offer shall be loaded with maximum value towards taxes received against the tender for

TENDER NO. CDH6605P21

comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts shall be binding on the bidder.

- 5.10 Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids shall be evaluated based on total price including GST.
- 5.11 Based on the evaluation of techno-commercially qualified bidders, the job shall be awarded to L-1 bidder.

6.0 GENERAL:

- 6.1 In case bidder takes exception to any clause of bid document not covered under BEC, 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 on the bidders.
- 6.2 To ascertain the substantial responsiveness of the Bid the Company reserves the right to ask the bidder for clarification in respect of clauses 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.
- 6.3 If any of the clauses in the BEC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BEC shall prevail.

7.0 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:

- 7.1 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.
- 7.2 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.

7.3 Documentation required to be submitted by MSEs:

- i. Udyam Registration Number with Udyam Registration Certificate.
- or
- ii. Proof of registration with District Industry Centres or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or Udyog Aadhaar registration or registration with any other body specified by Ministry of MSME.

TENDER NO. CDH6605P21

Note: Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES. The existing enterprises registered under EM-Part-II or UAM till 30th June, 2020 shall continue to be valid only for a period up to the 31st day of March, 2021.

- iii. In case bidding MSE is owned by Schedule Caste or Schedule Tribe or Woman entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST/Woman entrepreneur should also be enclosed.
- iv. Provisions such as seeking support from another company by way of Technical Collaboration, submission of JV/consortium bid etc., wherever allowed in the tender document shall be available to all interested bidders including MSEs. In those scenarios, MSE quoting on the strength of Technical Collaborators shall be eligible for the benefits reserved for MSEs (i.e. purchase preference). However, in case of submission of JV/consortium bids by MSEs (i.e. purchase preference), the MSE bidder shall have to rely on their own strength or on the strength of another MSE only to meet the various tender requirement including technical and financial evaluation criteria. Further, in case of bid from incorporated JV/consortium, in order to avail the benefits, all the members of the bidder i.e. incorporated JV/consortium shall have to be MSE.

8.0 PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT) (PP-LC): Purchase preference policy-linked with Local Content (PP-LC) notified vide letter no. **FP-20013/2/2017-FP-PNG dated 17th November, 2020 of MoPNG** shall be applicable in this tender. Bidders to check the provisions of the Notification for their eligibility to bid and seek benefits for Purchase preference, accordingly. Purchase preference will be applicable as per the Notification(s) and any amendment thereof.

Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions of the notification no. FP-20013/2/2017-FP-PNG dated 17th November, 2020 or subsequent amendments, if any.

In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs - Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy. 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.

9.0 THIRD PARTY INSPECTION: Oil India Limited (OIL) has engaged 09 (Nine) Independent Inspection Agencies to verify and certify of various documents required against BEC/BRC of the tender. The list of these Independent Inspection Agencies along with their email ID's is attached as Annexure-II.

9.1 The Bidders have to get verified and certified the various documents required against

TENDER NO. CDH6605P21

BEC/BRC of the tender by any one of the above Independent Inspection Agencies and submit the duly certified Inspection Certificate by the Inspection Agencies along with the Technical Bid of the Tender. All Charges of the Third-Party Independent Inspection Agencies towards verification of bidder's documents and certification thereof shall be borne by the respective bidders and payments on account of above inspection, verification and certification shall be made directly by the Bidder to the Inspection Agency(s). OIL will not be responsible for any payment dispute between Bidders and Third Party Inspection Agencies.

- 9.2 As mentioned above, Bidder(s) have to submit the verified documents along with the Technical Bids. Bid submitted with un-verified supporting documents shall not be considered. However, in case a bidder submits its bid alongwith all relevant supporting documents as per BEC/BRC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered provided it is accompanied by an Undertaking by the Bidder on their official letterhead to submit the duly verified copies/verification certificate within 07 (Seven) days of bid opening. Company will neither send any reminder nor seek any clarification in this regard from such bidders, and the bid will be rejected outright if the bidder fails to submit the verified copies/verification certificate within 07 (Seven) days of bid opening at its own risk and responsibility.
- 9.3 The methodology of inspection/verification of documents is broadly as under but not limited to:
- (a) It is obligatory on the part of the interested Bidders, who choose to participate against the tender, to understand the tender requirements in entirety and the requisite documents sought for in support of the Bid Evaluation Criteria/Bid Rejection Criteria (BEC/BRC) mentioned in the tender in particular. The Bidder must produce all the appropriate documents before any of the OIL's empanelled third party certifying agencies for verification/certification. Neither OIL nor the third party certifying agency shall be held accountable in any manner regarding the choice of documents by the bidder for verification. Therefore, getting the appropriate documents inspected/verified by the agency in support of BEC/BRC clauses is the sole responsibility of the Bidder.
- (b) The prospective bidder shall contact any of the empanelled inspection agencies. The agency shall go through the Tender Document, especially the requirements of BEC/BRC and list the documents to be verified. They shall depute their qualified/competent inspector to the Bidder's premises to check the original documents and certify the copies which the bidder shall submit along with their bids. OIL will reserve the right to ask the inspection agencies to verify the documents with source, if required **at no extra cost to OIL. Verification of documents by OIL's empanelled third party agency shall not automatically make the bidder eligible for award of contract.**
- (c) Verification of documents (but not limited to) are normally categorised as under:
- **General Requirement:**
- Check Bidder's PAN Card
 - Check Bidder's GST Certificate
 - Check ITR of company

TENDER NO. CDH6605P21

- Check Bidder's Certificate of Incorporation – Domestic Bidder.
- **Additional Documents : (If applicable against the tender)**
 - Joint Ventures Agreements – To cross-check with JV Partners
 - Consortium Agreements – To cross-check with Consortium Partners
 - Holding/Parent/Subsidiary/Sister Subsidiary/Co-Subsidiary Company – To check the Share Holding pattern
- **Technical Criteria**
 - To check Experience Proof- Completion Certificates, Reference contact verification, Original Work Order/Contract Copy and any other document(s), if called for vide BEC/BRC of the Tender.
- **Financial Criteria**
 - Check and verify Audited Balance Sheet/CA certificate
 - To check the Line of Credit, if incorporated in the tender.

Note: If any documents LOI/LOA/Contracts etc. are submitted towards BEC/BRC experience criteria issued by Oil India Limited, such documents need not be verified by TPI agency.

- 10.0 COMPLIANCE OF THE COMPETITION ACT, 2002:** The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.

CHECKLIST FOR BEC/BRC REVISED

Bidders to mark (√) **Provided** or **Not Provided** along with the **Reference File No. and page No.** whichever is applicable.

Clause No.	Description	Reference File No. and Page No. of Bidder's Quote	Provided	Not Provided
I.	<p><u>BID EVALUATION CRITERIA (BEC):</u> 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 shall have to be particularly met by the Bidders without which the same shall be considered as non-responsive and rejected. All the documents related to BEC must be submitted along with the techno-commercial Bid.</p>			
1.0	<p><u>TECHNICAL EVALUATION CRITERIA:</u></p> <p>1.1.1 The bidder must be incorporated in India and must maintain more than 20% local content (LC) for the offered services to be eligible to bid against this tender.</p> <p>Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of Purchase preference policy linked with Local Content (PP-LC) notified vide Letter No. FP-20013/2/2017-FP-PNG dated 17.11.2020 by-MoPNG (including subsequent amendments thereof, if any) shall be applicable.</p> <p>If such local content is not maintained during execution of contract, OIL</p>			

	<p>reserves the right to invoke the Performance Securities submitted by the bidding and supporting companies, in addition to resorting to other options as may be deemed appropriate.</p> <p>Whether or not the Bidders want to avail PP-LC benefit against this tender, it is mandatory for them to meet the following at the bidding stage:</p> <p>(a) Without specifying the unit rates and bid amount in the technical bid, the bidder must provide the percentage (%) of local content in their bid, without which the bid shall be summarily rejected being non-compliant.</p> <p>(b) The Bidder shall submit an undertaking from the authorised signatory of bidder having the Power of Attorney alongwith the bid, stating that the bidder meets the minimum LC requirement (above 20%) and such undertaking shall become a part of the contract, if awarded.</p> <p>(c) The aforesaid undertaking of the bidder shall also be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content.</p> <p>(d) Bidder to submit a copy of their Certificate of Incorporation in India.</p>			
--	---	--	--	--

	<p>1.1.2 EXPERIENCE:</p> <p>i. The bidder should be an ‘Independent Developer cum Service Provider’ or ‘Independent Service Provider’ of ‘Real-Time Data Aggregation and Real-Time Data Analytics Services’ in Drilling Domain of Oil & Gas Industry, for real time monitoring of operation in Drilling Rigs and should have the experience of providing such services to E&P companies during the last 05 (Five) years to be reckoned from the original bid closing date of this tender.</p> <p>ii. The bidder in conjunction to the above, should have successfully executed and completed at least 01 (One) contract of minimum 02 (Two) year duration, with any E&P company, of providing ‘Real-Time Data Aggregation and Real-Time Data Analytics Services’ for simultaneous monitoring of real time operation in multiple drilling rigs [minimum 02 (Two) numbers], with men and materials, using any version of their offered software, in the last 07 (Seven) years to be reckoned from the original bid closing date of this tender.</p>			
	<p><u>Notes to BEC Clause 1.1.2 above:</u></p> <p>A. For proof of requisite work experience (Clause No. 1.1.2. i and 1.1.2. ii mentioned above) the following documents/photocopy (self-attested/attested) must be submitted along with the bid:</p> <p>I. <u>In case work experience is against OIL’s Contract:</u> Bidder must submit Job Completion Certificate issued by the company indicating the following:</p> <p>A. Work order no./Contract no. B. Period of Service</p>			

	<p>C. Nature of Service E. Quantity of Rigs</p> <p>II. <u>In case work experience is not against OIL's Contract:</u> Bidder must submit the following:</p> <p>A. Contract document showing details of work and B. Job Completion Certificate showing: (i) Nature of job done and Work order no./Contract no. (ii) Contract period and date of completion (iii) Quantity of Rigs or C. SES (Service Entry Sheet)/Certificate of Payment (COP) issued by the company indicating the following: (i) Work order no./Contract no. (ii) Period of Service (iii) Nature of Service (iv) Quantity of Rigs (v) Any other document(s) which can substantiate the experience</p> <p>B. Only Letter of Intent (LOI)/Letter of Award (LOA), or Work Order(s) are not acceptable as evidence.</p> <p>C. Mere award of contract(s) shall not be counted towards experience. Successful completion of the awarded contract(s) to the extent of volume & value, as stipulated respectively under Clause No. 1.1.2 shall only be treated as acceptable experience.</p> <p>D. Following work experience shall also be taken into consideration:</p> <p>(i) If the prospective bidder has executed contract in which work experience is a component of</p>			
--	--	--	--	--

	<p>the contract.</p> <p>(ii) In case the start date of the requisite work experience is beyond the prescribed 07 (Seven) years reckoned from the original bid closing date but completion is within the prescribed 07 (Seven) years reckoned from the original bid closing date.</p> <p>(iii) If the prospective bidder is executing the requisite work experience which is still running and the requisite value/quantity executed prior to original bid closing date is equal to or more than the minimum prescribed value in Clause No. 1.1.2.</p> <p>Proof of requisite work experience (Clause No. D. (i) and (ii) above), to satisfy:</p> <p>a) work experience required as per Clause No. 1.1.2</p> <p>b) minimum prescribed value/quantity/period</p> <p>c) prescribed period of 07 years, to be submitted as below:</p> <p>I. <u>In case requisite experience is against OIL's Contract:</u> Bidder must submit the breakup of work experience and its value/quantity/period mentioning SES No. and copies of all relevant SES.</p> <p>II. <u>In case requisite experience is NOT against OIL's Contract:</u> Bidder must submit the breakup of work experience and its value/quantity/period executed within the prescribed period of 07 (Seven) years</p>			
--	--	--	--	--

reckoned from the original bid closing date. The breakup must be certified by the end user or a certificate issued by a practicing Chartered/Cost Accountant Firm (with Membership Number & Firm Registration Number).

Proof of work experience against Clause No. D. (iii) above, to satisfy

- a) work experience required as per Clause No. 1.1.2
- b) minimum prescribed value/quantity/period
- c) prescribed period of 07 years, to be submitted as below:

I. **In case requisite experience is against OIL's Contract:** Bidder must submit the following:

- A. Breakup of work experience required as per Clause No. 1.1.2
- B. SES (Service Entry Sheet)/Certificate of Payment (COP) issued by the company indicating the following:
 - (i) Work order no./Contract no.
 - (ii) Period of Service
 - (iii) Nature of Service
 - (iv) Quantity of Rigs

II. **In case requisite experience is not against OIL's Contract:** Bidder must submit the following:

- A. Breakup of work experience required as per Clause No. 1.1.2
- B. Contract document showing details of work
- C. LOA/LOI/Work order showing:
 - (i) Nature of job awarded
 - (ii) Contract no./Work order no.
 - (iii) Contract period and date of

	<p>completion</p> <p>(iv) Quantity of Rigs</p> <p>D. Certificate of Payment (COP)/SES (Service Entry Sheet) up to the previous month of the original bid closing date of this tender issued by the company indicating the following:</p> <p>(i) Work order no./Contract no. (ii) Period of Work Done (iii) Nature of Service (iv) Quantity of Rigs</p> <p>E. Work (as required in Clause No. 1.1.2) executed by the bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BEC.</p> <p>F. Bids shall be rejected if not accompanied with adequate documentary proof in support of Work experience as mentioned in Clause No. 1.1.2</p> <p>G. Eligibility Criteria in case Bid are submitted on the basis of Experience of the Parent/Subsidiary Company:</p> <p>Offers of those bidders who themselves do not meet the experience criteria as stipulated in Clause Nos. 1.1.2 above can also be considered provided the bidder is a subsidiary company of the parent company [supporting company] in which the parent company has 100% stake <u>or</u> parent company can also be considered on the strength of its 100% subsidiary [supporting company]. However, the parent/subsidiary 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</p>			
--	--	--	--	--

	<p>Technical Collaboration agreement.</p> <p>In case of subsidiary company dependent upon the 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 should enclose an Agreement (as per format enclosed as PROFORMA-XVIII between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee (as per format enclosed as PROFORMA-XIX from the parent/subsidiary company to OIL for fulfilling the obligation under the Agreement, along with the technical bid.</p> <p><u>H. I) Bid from Indian Company/Indian Joint Venture Company with Technical Collaboration/Joint Venture Partner:</u></p> <p>In case, the bidder is an Indian Company/Indian Joint Venture Company who does not meet the experience criteria as per Clause No. 1.1.2., may also bid on the strength of Technical Collaborator/Joint Venture Partner provided all the following criteria are complied:</p> <p>i. The primary bidder shall have experience in “Real-Time Data Aggregation and/or Real-Time Data Analytics Services” in drilling domain of Oil & Gas over the last 07 years. In this regard the primary bidder must submit contract documents showing details of work and a job completion certificate showing work order number/contract no., nature of job done and date of completion.</p> <p>ii. The primary bidder shall meet the financial criteria under clause no. 3.0. In this regard the primary bidder must</p>			
--	---	--	--	--

	<p>produce the documents as mentioned in 'Notes to BEC Clause 3.0 above:' mentioned below.</p> <p>iii. The Technical Collaborator/Joint Venture Partner at its own shall meet the experience criteria as per clause no. 1.1.2 above. The experience of the Technical Collaborator/Joint Venture Partner with other firm(s) will not be qualified. In this regard, the documents establishing experience of the Technical Collaborator/Joint Venture Partner shall be submitted as per notes to BEC clause 1.1.2 above.</p> <p>iv) Indian BIDDERS quoting based on the strength of technical collaborator/joint venture partner, shall submit a Memorandum of Understanding (MOU)/Agreement with their technical collaborator/ joint venture partner clearly indicating their roles and responsibilities under the scope of work which shall be addressed to OIL and shall remain valid and binding for the contract period under this tender.</p> <p>II) In case Bid is submitted on the basis of the Technical Experience of Sister Subsidiary/Co-Subsidiary Company:</p> <p>Offers of those bidders who themselves do not meet the technical experience criteria stipulated under Clause No. 1.1.2 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:</p> <p>a. Provided that the sister subsidiary/co-subsidiary company and the bidding company are both:</p> <p>(i) directly owned 100% subsidiary</p>			
--	---	--	--	--

	<p>or owned through intermediate 100% subsidiaries of an ultimate parent/holding company.</p> <p>or</p> <p>(ii) directly/indirectly owned by more than 50% by an ultimate parent company/holding company or by intermediate subsidiaries of an ultimate parent company/holding company.</p> <p>b. The bidder must submit duly notarized valid document(s) establishing the legal relation amongst sister/co-subsidiary, bidder and the ultimate Parent Company to the full satisfaction of the Company with detail share holding pattern. The Company reserves the right to reject a bid if the documents are not found sufficient or satisfactory or proper to establish the relationship.</p> <p>In both the situations mentioned above (G & H), following conditions are required to be fulfilled/documents to be submitted:</p> <p>(i) Undertaking by ultimate parent to provide a Performance Security (as per format enclosed as PROFORMA-XX), 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 ultimate parent 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 50% Performance Security amount required to be submitted by the ultimate parent. In such case bidding company shall furnish an undertaking that their</p>			
--	--	--	--	--

	<p>foreign based ultimate parent is not having any Permanent Establishment in India in terms of Income Tax Act of India.</p> <p>(ii) Undertaking from the ultimate parent to the effect that in addition to invoking the Performance Security submitted by the contractor, the Performance Security provided by ultimate parent shall be invoked by COMPANY due to non-performance of the contractor.</p> <p>Note: In case <u>supporting company</u> fails to submit performance bank guarantee as per (i) above, bid security submitted by the bidder shall be forfeited.</p> <p>(iii) In cases where subsidiary/parent/sister subsidiary/co-subsidiary companies do not have Permanent Establishment in India, the bidding company can furnish Performance Security <u>equivalent to 150% of the value of the Performance Security which is to be submitted by the bidding company.</u> In such case bidding company shall furnish an undertaking that their subsidiary/parent/sister company is not having any Permanent Establishment in India in terms of Income Tax Act of India.</p> <p>I. Bidder should submit copies of the Real-Time reports (minimum 02 (Two) nos.) for confirmation of complete visualization and all drilling data analytics from any version of their offered software covering complete scope of work. In case all KPI's as detailed in Annexures are not used in one contract/engagement, bidder, has to submit the proof of execution of each /clubbed KPI's for a drilling rig, in last 07 (Seven) years to be reckoned from the original bid closing</p>			
--	---	--	--	--

	<p>date of this tender.</p> <p>J. Bidder should offer the latest version of commercial proven software/s. Prototype system or sub-system (Software and analytics) of an experimental nature shall be rejected out rightly. Vendor shall submit commercial launch specification sheets and software release notes to prove compliance against this point.</p> <p>K. Instrumentation System should be from one of the following reputed makes or equivalent:</p> <ol style="list-style-type: none"> 1. Pason 2. NOV M/D Totco 3. Sensus 4. Geolog <p>Only single manufacturer’s instrumentation system is allowed. Mixing or Aggregation of sub-parts/makes for instrumentation system is not allowed.</p> <p>Sensors proposed as part of the system should be as per OMR 2017 requirements. Bidders shall submit test reports conforming to relevant standards as mentioned in OMR 2017.</p> <p>L. With regards to provision of software for Drilling Data Aggregation and Analytics the bidder may be:</p> <ol style="list-style-type: none"> i. Independent Developer cum Service Provider of the ‘Drilling Data Aggregation and Analytics software’ proposed for implementation (‘Independent Developer cum Service Provider’ is defined as the company or subsidiary of a company that owns the proposed software’s IPR, holds the software’s licensing rights and controls the 			
--	--	--	--	--

	<p>software development cycle and also provides the services of 'Real Time Data Aggregation and Analytics' in drilling domain, using their own software).</p> <p>ii. Independent Service Provider ('Independent Service Provider' is defined as a company that provides the services of 'Real Time Data Aggregation and Analytics' in drilling domain, using software licenses sold or leased to it by an 'Independent Developer' of the offered software proposed for implementation).</p> <p>M. If the bidder is an 'Independent Developer cum Service Provider', then he should submit an undertaking for their offered license(s) software(s) to the effect that, the offered solution has an option to customize the algorithms, logics and matrices as per the KPIs and Data QC requirements of the COMPANY and to include any additional KPIs and Data QC requirements, as desired by COMPANY.</p> <p>To prove that the bidder is an 'Independent Developer' of the offered software, he shall furnish certificate from the CEO/CFO/Managing Director/Authorized Signatory/Partner holding power of attorney of their company.</p> <p>If the bidder is a subsidiary of the 'Independent Developer', then he is required to submit the proof of it being a subsidiary of the Independent Developer along with their bid submission like Letter of Authorization as subsidiary from the Parent company.</p> <p>N. In case Bidder is only an Independent Service Provider, he should have required</p>			
--	--	--	--	--

	<p>license/s for their offered software/s solutions valid throughout the contract period. Bidder should also submit undertaking from the owner of the offered license/s software/s to the effect that the offered solution has an option to customize the algorithms, logics and matrices as per KPIs and Data QC requirements of the COMPANY and to include any additional KPIs and Data QC requirements as desired by the COMPANY.</p> <p>To prove that the bidder is authorized to use the offered software, he shall furnish a back-up Letter of Authorization from the CEO/CFO/Managing Director/Authorized Signatory/Partner holding power of attorney of the company from OEM or Developer stating that, the bidder is authorized to use the software during the duration of the contract and that the OEM or independent developer shall provide sufficient backup support during the currency of the contract.</p> <p>O. A job executed by a bidder for its own organization/subsidiary shall not be considered as experience for the purpose of meeting BEC.</p> <p>P. Bidder must bid for the entire project of setting up the eRTMAC solution of turn-key nature which amongst others shall include necessary hardware, software, sensors, communication systems, display systems, audio/visual system, AMC, training, installation and commissioning, all internal fittings, furnishing (soft and hard) etc. The project shall also involve developing Data QC logic, customizing dashboards, integrating with third party software (new as well as existing). Incomplete bid in this regard shall be rejected.</p> <p>Q. The Bidder must provide details of make and models of all items and certification of authorization from OEM.</p>			
--	--	--	--	--

	Failure to provide details shall lead to rejection of bid.			
2.0	<p><u>MOBILISATION COMMISSIONING & INTEGRATION SCHEDULE:</u></p> <p>Bidder must confirm unconditional acceptance to the mobilization schedule for rig-site packages, personnel, and set-up and commissioning for the Decision Support Centre (DSC). Offers indicating mobilization, commissioning time more than the scheduled days from the date of issuance of notice will be rejected.</p> <p>(A) INITIAL MOBILIZATION & COMMISSIONING:</p> <p>(i) Mobilization and Commissioning of Decision Support Center (DSC) along with Manpower and all of the 04 (Four) Rig-Site Packages shall have to be completed within one hundred and 120 (One-Hundred Twenty) days from date of issue of LOA.</p> <p>(ii) COMPANY reserves the right to mobilize each of the rig-site packages in a phased manner and in that case separate mobilization notice(s) will be issued against each of the remaining rig-site package other than the ones mobilized during initial mobilization. In such a case, mobilization and commissioning of the remaining Rig Site Package(s) shall have to be completed within 60 (Sixty) days from issue of subsequent mobilization notice(s) against the same.</p> <p>(B) INTERIM RE-MOBILIZATION & COMMISSIONING:</p> <p>All subsequent interim re-mobilization and commissioning of rig-site package(s) shall have to be completed within 07 (Seven) days if the movement is within Assam and within</p>			

	<p>21 (Twenty-one) days if the movement is out of Assam from the date of issuance of interim re- mobilization notice(s).</p> <p>(C) SOFTWARE INTEGRATION</p> <p>Software integration as per Scope of work, shall have to be completed within 45 (Forty-Five) days from the date of issuance of first integration request notice after completion of initial mobilization & Commissioning of Decision Support Center. However, COMPANY reserves the right to issue request for integration in a phased manner and in that case separate request for integration notices will be issued for each type of integration work.</p>			
<p>3.0</p>	<p><u>FINANCIAL REJECTION CRITERIA:</u></p> <p>3.1 Annual Financial Turnover of the bidder during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be at least Rs. 13,45,12,500.00 (Rupees Thirteen Crore Forty-Five Lakh Twelve Thousand Five Hundred only).</p> <p>3.2 Net worth of the bidder must be Positive for the preceding financial/accounting year.</p> <p><u>Note:</u> The Net worth to be considered against Clause 3.2 above, should be read in conjunction with the definition of Net worth as mentioned in Section 2 (57) of the Companies Act, 2013.</p> <p><u>Notes to BEC Clause 3.0 above:</u></p> <p>a. For proof of Annual Turnover & Net worth, any one of the following documents/photocopies must be submitted along with the bid:</p> <p>(i) Audited Balance Sheet along with Profit & Loss account.</p>			

OR

- (ii) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), as per format prescribed in **PROFORMA-XVII**.

Note: Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019 by Chartered Accountant in Practice.

- b. 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 shall be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year shall be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per **PROFORMA-X**.

- c. 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

	<p>provide documentary evidence for the same.</p> <p>d. In case the bidder is a Government Department, they are exempted from submission of document mentioned under para a. and b. above.</p> <p>e. Bid shall be rejected if not accompanied with adequate documentary proof in support of Annual Turnover and Net worth as mentioned in Para 3.1 & 3.2.</p> <p>f. In case the bidder is a subsidiary or sister subsidiary or co-subsiary company (should be a 100% 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:</p> <p>(i) Audited Balance Sheet and Profit Loss Account of the parent/ultimate parent/holding company.</p> <p>(ii) Corporate Guarantee of parent/ultimate parent/Holding company (as per format enclosed as PROFORMA-XXII by the authorized officials.</p> <p>(iii) Documents to substantiate that the bidder is a 100% subsidiary company of the parent/ultimate/holding parent company.</p> <p>(iv) Documents proving that net worth of the parent/ultimate parent company is positive for the accounting year preceding</p>			
--	---	--	--	--

	<p style="text-align: center;">the bid closing date”.</p> <p>g. In case the Audited Balance Sheet and Profit & Loss Account submitted along with the bid are in currencies other than INR, the bidder shall have to convert the figures in equivalent INR considering the prevailing conversion rate on the date of Balance Sheet and Profit & Loss Account. A CA certificate is to be submitted by the bidder regarding converted figures in equivalent INR.</p> <p>NOTES: OIL reserves the right to ask for any Original or other relevant document to verify the certification.</p>			
<p>4.0</p>	<p><u>COMMERCIAL EVALUATION CRITERIA:</u></p> <p>4.1 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 Attachments” 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.</p> <p>4.2 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.</p> <p>4.3 Bids should be valid for a period of 120 (one-hundred twenty) days. Bids with shorter validity shall be rejected as being non-responsive.</p> <p>4.4 Bid Security is not applicable against</p>			

	<p>this tender. However, bidders shall submit along with their bid a signed “Bid Security Declaration” (Proforma-V) accepting that, if they withdraw or modify their bids during the period of validity; or if they are awarded the contract and they fail to sign the contract; or if they fail to submit performance security before the deadline defined in the NIT; they shall be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.</p> <p>4.5 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. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected.</p> <p>4.6 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.</p> <p>4.7 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 shall not be considered and shall be straightway rejected.</p> <p>4.8 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</p>			
--	--	--	--	--

	<p>person or persons who has/have digitally signed the Bid.</p> <p>4.9 Any Bid containing false statement shall be rejected.</p> <p>4.10 Bidders must quote clearly and strictly in accordance with the price schedule outlined in “Price Bid Format” of Bid Document, otherwise the Bid shall be summarily rejected.</p> <p>4.11 Bidders shall quote directly and not through their Agent/ Representative/Retainer/Associate.</p> <p>4.12 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid shall be rejected:</p> <ul style="list-style-type: none"> i) Performance Security Clause ii) Taxes Clause iii) Insurance Clause iv) Force Majeure Clause v) Termination Clause vi) Arbitration Clause vii) Liability Clause viii) Withholding Clause ix) Liquidated damages Clause x) Firm price xi) Bid Security Declaration xii) Integrity Pact 			
<p>5.0</p>	<p><u>PRICE EVALUATION CRITERIA:</u></p> <p>The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjected to bid evaluation criteria shall be considered for further evaluation as per the price evaluation criteria given below:</p> <p>5.1 Bids shall be evaluated on overall lowest cost to OIL for the services including GST (CGST & SGST/UTGST or IGST) i.e. L1 offer shall be determined</p>			

considering the lowest quoted price in PART-III which shall be combination of PART-I and PART-II (as listed below). The comparison of the responsive bids shall be made subject to loading for any deviation for both PART-I and PART-II.

PART-I: DECISION SUPPORT CENTER - eRTMAC FOR DRILLING OPERATIONS AT FHQ

The total estimated contract cost for “PART-I” for 04 (Four) years inclusive of all taxes & duties [including all applicable GST components] and except basic customs duty which shall be extra to oil's account is:

Total PART-I = a1+b1+c1+d1

Where,

a1 = Total cost of Decision Support Center for eRTMAC at FHQ for 04 Years (includes mobilization & commissioning, operating charges for four years and demobilization and decommissioning).

b1 = Total cost of integration of eRTMAC software with OIL ERP.

c1 = Total cost of Cloud Data Back-up for 04 Years (includes license and infrastructure costs) for 04 years.

d1 = Total cost for DSC-eRTMAC Personnel at FHQ for 04 Years.

PART-II: RIG-SITE PACKAGES - eRTMAC FOR DRILLING OPERATIONS

The total estimated contract cost for “PART-II” for 04 (Four) years and 04 (Four) rig site packages inclusive of all taxes & duties [including all applicable GST components] and except basic customs duty which shall be extra to oil's account.

Total PART-II = a2
Total PART-II for 04 (Four) nos. rigs = a2
x 4

Where,

a2 = Total cost of one rig-site package (excluding GST) for 04 (Four) years (includes mobilization, operating charges for four years, standby charges, interim mobilization, interim demobilization and demobilization).

PART-III: Grand Total Contract Cost for both Part-I and Part-II over 04 (Four) years inclusive of all taxes & duties and except Basic Customs Duty which shall be extra to OIL's account.

= Total (PART-I) + Total (PART-II)

5.2 If there is any discrepancy between the unit price and the total price, the unit price shall 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 shall be adopted for evaluation.

5.3 The contract shall be signed with successful bidder for the required services as per 'Scope of Work' of the IFB.

5.4 The bidders must quote their rates in the manner as called for vide "Schedule of Rates" under **Section - IV** and the summarized price schedule format vide enclosed **Proforma-B**.

5.5 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

	<p>days/parameters for various operations are only for the purpose of evaluation of the bid and the Contractor shall be paid on the basis of the actual number of days/parameter, as the case may be.</p> <p>5.6 To ascertain the inter-se-ranking, the comparison of the responsive bids shall 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'.</p> <p>5.7 Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services including applicable GST (CGST & SGST/UTGST or IGST).</p> <p>5.8 OIL shall prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.</p> <p>However, in case any unregistered bidder is submitting their bid, their prices shall be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same shall be considered for evaluation of bid as per evaluation methodology of tender document.</p> <p>5.9 Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) shall be considered as inclusive of all taxes including GST.</p> <p>When a bidder mentions taxes as extra without specifying the rates & amount, the offer shall be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts shall be binding on the</p>			
--	--	--	--	--

	<p>bidder.</p> <p>5.10 Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids shall be evaluated based on total price including GST.</p> <p>5.11 Based on the evaluation of techno-commercially qualified bidders, the job shall be awarded to L-1 bidder.</p>			
6.0	<p><u>GENERAL:</u></p> <p>6.1 In case bidder takes exception to any clause of bid document not covered under BEC, 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 on the bidders.</p> <p>6.2 To ascertain the substantial responsiveness of the Bid the Company reserves the right to ask the bidder for clarification in respect of clauses 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.</p> <p>6.3 If any of the clauses in the BEC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BEC shall prevail.</p>			
7.0	<p><u>PURCHASE PREFERENCE CLAUSE:</u></p> <p>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:</p>			

7.1 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.

7.2 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.

7.3 Documentation required to be submitted by MSEs:

- i. Udyam Registration Number with Udyam Registration Certificate.

or

- ii. Proof of registration with District Industry Centres or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or Udyog Aadhaar registration or registration with any other body specified by Ministry of MSME.

Note: Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES. The existing enterprises registered under EM-Part-II or UAM till 30th June, 2020 shall continue to be valid only for a period up to the 31st day of March, 2021.

	<p>iii. In case bidding MSE is owned by Schedule Caste or Schedule Tribe or Woman entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST/Woman entrepreneur should also be enclosed.</p> <p>iv. Provisions such as seeking support from another company by way of Technical Collaboration, submission of JV/consortium bid etc., wherever allowed in the tender document shall be available to all interested bidders including MSEs. In those scenarios, MSE quoting on the strength of Technical Collaborators shall be eligible for the benefits reserved for MSEs (i.e. purchase preference). However, in case of submission of JV/consortium bids by MSEs (i.e. purchase preference), the MSE bidder shall have to rely on their own strength or on the strength of another MSE only to meet the various tender requirement including technical and financial evaluation criteria. Further, in case of bid from incorporated JV/consortium, in order to avail the benefits, all the members of the bidder i.e. incorporated JV/consortium shall have to be MSE.</p>			
<p>8.0</p>	<p><u>PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT) (PP-LC):</u> Purchase preference policy-linked with Local Content (PP-LC) notified vide letter no. FP-20013/2/2017-FP-PNG dated 17th November, 2020 of MoPNG shall be</p>			

applicable in this tender. Bidders to check the provisions of the Notification for their eligibility to bid and seek benefits for Purchase preference, accordingly. Purchase preference will be applicable as per the Notification(s) and any amendment thereof.

Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions of the notification no. FP-20013/2/2017-FP-PNG dated 17th November, 2020 or subsequent amendments, if any.

In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs - Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy. 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.

9.0 **THIRD PARTY INSPECTION:** Oil India Limited (OIL) has engaged 09 (Nine) Independent Inspection Agencies to verify and certify of various documents required against BEC/BRC of the tender. The list of these Independent Inspection Agencies along with their email ID's is attached as Annexure-II.

9.1 The Bidders have to get verified and certified the various documents required against BEC/BRC of the tender by any one of the above Independent Inspection

Agencies and submit the duly certified Inspection Certificate by the Inspection Agencies along with the Technical Bid of the Tender. All Charges of the Third-Party Independent Inspection Agencies towards verification of bidder's documents and certification thereof shall be borne by the respective bidders and payments on account of above inspection, verification and certification shall be made directly by the Bidder to the Inspection Agency(s). OIL will not be responsible for any payment dispute between Bidders and Third Party Inspection Agencies.

9.2 As mentioned above, Bidder(s) have to submit the verified documents along with the Technical Bids. Bid submitted with un-verified supporting documents shall not be considered. However, in case a bidder submits its bid alongwith all relevant supporting documents as per BEC/BRC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered provided it is accompanied by an Undertaking by the Bidder on their official letterhead to submit the duly verified copies/verification certificate within 07 (Seven) days of bid opening. Company will neither send any reminder nor seek any clarification in this regard from such bidders, and the bid will be rejected outright if the bidder fails to submit the verified copies/verification certificate within 07 (Seven) days of bid opening at its own risk and responsibility.

9.3 The methodology of inspection/verification of documents is broadly as under but not limited to:

(a) It is obligatory on the part of the interested Bidders, who choose to participate against the tender, to understand the tender requirements in

entirety and the requisite documents sought for in support of the Bid Evaluation Criteria/Bid Rejection Criteria (BEC/BRC) mentioned in the tender in particular. The Bidder must produce all the appropriate documents before any of the OIL's empanelled third party certifying agencies for verification/certification. Neither OIL nor the third party certifying agency shall be held accountable in any manner regarding the choice of documents by the bidder for verification. Therefore, getting the appropriate documents inspected/verified by the agency in support of BEC/BRC clauses is the sole responsibility of the Bidder.

(b) The prospective bidder shall contact any of the empanelled inspection agencies. The agency shall go through the Tender Document, especially the requirements of BEC/BRC and list the documents to be verified. They shall depute their qualified/competent inspector to the Bidder's premises to check the original documents and certify the copies which the bidder shall submit along with their bids. OIL will reserve the right to ask the inspection agencies to verify the documents with source, if required **at no extra cost to OIL. Verification of documents by OIL's empanelled third party agency shall not automatically make the bidder eligible for award of contract.**

(c) Verification of documents (but not limited to) are normally categorised as under:

- **General Requirement:**
 - Check Bidder's PAN Card
 - Check Bidder's GST Certificate
 - Check ITR of company
 - Check Bidder's Certificate of Incorporation – Domestic Bidder.

- **Additional Documents : (If**

	<p>applicable against the tender)</p> <ul style="list-style-type: none"> • Joint Ventures Agreements – To cross-check with JV Partners • Consortium Agreements – To cross-check with Consortium Partners • Holding/Parent/Subsidiary/Sister Subsidiary/Co-Subsidiary Company – To check the Share Holding pattern <p>➤ Technical Criteria</p> <ul style="list-style-type: none"> • To check Experience Proof- Completion Certificates, Reference contact verification, Original Work Order/Contract Copy and any other document(s), if called for vide BEC/BRC of the Tender. <p>➤ Financial Criteria</p> <ul style="list-style-type: none"> • Check and verify Audited Balance Sheet/CA certificate • To check the Line of Credit, if incorporated in the tender. <p>Note: If any documents LOI/LOA/Contracts etc. are submitted towards BEC/BRC experience criteria issued by Oil India Limited, such documents need not be verified by TPI agency.</p>			
10.0	<p><u>COMPLIANCE OF THE COMPETITION ACT, 2002:</u> The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.</p>			