

OIL INDIA LIMITED
(A Government of India Enterprise)
CONTRACTS & PURCHASE DEPARTMENT
PLOT NO. 19, SECTOR 16A, NOIDA- 201301

AMENDMENT NO.1

Tender No. CLI2451L23 DATED 06.01.2023

This Amendment No. 1 dated 20.01.2023 to Tender No. CLI2451L23 DATED 06.01.2023 for - “APPOINTMENT OF CONSULTANT FOR DEVELOPMENT OF OVERALL CORPORATE & PORTFOLIO STRATEGY & CORRESPONDING IMPLEMENTATION ROADMAP FOR OIL” is issued to notify the followings:

1.0 Few existing clauses of the tender have been amended /modified and some new clauses have been incorporated in the tender document as under:

Clause No.	New / Amended	Description of New/ amended Clause
3.3 of Section-III	Amended	Clause 3.3 of Section-III (Bid Eligibility and Evaluation Criteria) is to be read as under in lieu of existing: For Proof of Annual Turnover and Net Worth, any one of the following documents should be submitted along with the bid: i. Audited Balance Sheet and Profit and Loss statement. ii. Certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), as per format prescribed in PROFORMA-I
Notes 4(a) of section-III	Amended	Notes 4 (a) under Annexure A of Section III is to be read as under in lieu of existing: Completion Certificate issued by the Client Organization for whom the jobs have been executed by the bidder OR a Self-certified document signed and sealed by Head of India Operations/CEO/CFO or the authorised signatory having the Power of Attorney of the Bidder. In case the bidder is bound by confidentiality obligations through signed Confidentiality Agreement and could not disclose the name and details of the clients, bidder has to submit the details of the assignment, contract value, brief description of the client (without disclosing their names), amongst others, which must be certified (signed and sealed) by an Independent 3rd party auditor/chartered accountant along with counter signature of Bidder's Head of India Operations/CEO/CFO or the authorised signatory having the Power of Attorney of the Bidder.

Clause No.	New / Amended	Description of New/ amended Clause
5.0 of Section-VI	Amended	Clause No. 5.0 (a) of Section-VI (Special Conditions of Contract) stands modified as under: Zero Date: Date of Kick of Meeting. Submission of Draft Final Report: 5½ months from the Zero date (Date of Kick of Meeting). Submission of Final Report: 15 days after receipt of comments from OIL on the above Draft Final Report.
13.0 of Section VI	New	A new Clause No. 13.0 is suggested for incorporation under Section-VI (Special Conditions of Contract) as under: Clause No. 27.4 of the GCC is not applicable for the subject Tender.
14.0 of Section VI	Amended	A new Clause No. 14.0 is suggested for incorporation under Section-VI (Special Conditions of Contract) as under: Warranty and Remedy of Defects under Clause No. 23.0 of GCC is not applicable to the subject job. However, Consultant shall correct any material variances in their reports as per the services/deliverable given in the scope of work or if the services do not confirm to the project specifications or descriptions contained therein the contract. Such corrections shall be done at no additional cost to the Company.
15.0 of Section VI	New	A new Clause No. 15.0 is suggested for incorporation under Section-VI (Special Conditions of Contract) as under: - Clause No. 14.0 of GCC stands deleted. - Consultant at his cost shall arrange, secure and maintain legally required insurances as per standard and Consultant policies and to the coverage value as may be necessary and to protect against all risks associated with the job as per the Scope of Work of the tender. The responsibility to maintain appropriate insurance with adequate insurance coverage at all times during the period of Contract shall be that of Consultant alone. Consultant's failure in this regard shall not relieve him of any of his responsibilities & obligations under Contract. All costs on account of insurance liabilities covered under Contract will be to Consultant's account and will be included in Value of Contract. Consultant shall submit the Company a certificate of Insurance signed and sealed by Head of India Operation/CEO/CFO or Independent 3rd party auditor mentioning the insurances taken and coverages maintained.

Clause No.	New / Amended	Description of New/ amended Clause
16.0 of Section VI	New	<p>A new Clause No. 16.0 is suggested for incorporation under Section-VI (Special Conditions of Contract) as under:</p> <p>Upon acceptance of Final Report, OIL will own all reports and other deliverables prepared for and furnished to OIL by Consultant in connection with the Services (the "Deliverables"), notwithstanding the foregoing, Consultant retains ownership of all concepts, know-how, tools, questionnaires and assessments, modules, courses, frameworks, software, algorithms, databases, content, and models (together called as "Variables"), provided that the Variables are not specific to the Company and same does not contain OIL's Confidential Information. To the extent the deliverables include any Consultant's Tools, the Consultant hereby grants OIL a non-exclusive, non-transferable, non-sublicensable, worldwide, royalty-free license to use and copy the Consultant's Tools solely as part of the deliverables and subject to the above limitations herein on disclosure of Consultant's materials and publicity.</p> <p>OIL agrees that, without Consultant's prior information, it will not, or permit any third party to (a) access, copy or reverse engineer any Consultant's Tool or Deliverable, or (b) remove or circumvent security or technological safeguards, including notices, digital protection mechanisms, metadata, watermarks, or disclaimers provided with any Consultant's Tool or Deliverables.</p>
17.0 of Section VI	New	<p>A new Clause No. 17.0 is incorporated under Section-VI (Special Conditions of Contract) as under:</p> <ul style="list-style-type: none"> - Clause No. 25.0 of GCC stands deleted. - The Consultant shall, at all times during the currency of the contract, permit the COMPANY and its authorized employees and representatives to inspect all the Work performed and to witness and check all the measurements and tests made in connection with the said work. The Consultant shall, wherever and to the extent applicable, keep an authentic, accurate history and logs, which shall be open at all reasonable times for inspection by the COMPANY's designated representatives and its authorized employees. The Consultant shall not, without COMPANY's written consent allow any third person(s) access to the said information or give out to any third person information in connection therewith.

- 2.0**
- i) Bid Closing Date & Time: Extended up to **31.01.2023 (14:00 HRS: Server Time)**
 - ii) Technical Bid Opening Date & Time: Extended up to **31.01.2023 (15:00 HRS: Server Time)**

3.0 SECTION-IX (Technical Check List) and SECTION-XI (HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS) have some formatting error in the original tender Document uploaded in the e-tender portal. In view of this, **Section-IX and Section-XI** with correct formatting have been enclosed herewith. Bidders are requested to take note of the same.

All others terms and conditions of the Tender/Bid Document including all previous amendments / Addendums, if any, shall remain same. Details can be viewed at www.oil-india.com.

MANAGER – C&P

TECHNICAL CHECKLIST

THE CHECK LIST MUST BE COMPLETED AND RETURNED WITH YOUR OFFER. PLEASE ENSURE THAT ALL THESE POINTS ARE COVERED IN YOUR OFFER. THESE WILL ENSURE THAT YOUR OFFER IS PROPERLY EVALUATED. PLEASE SELECT "Yes" OR "No" (WHEREVER APPLICABLE) TO THE FOLLOWING QUESTIONS, IN THE RIGHT HAND COLUMN.

Ref Clause No.	Requirement as per Bid Eligibility and Bid Evaluation Criteria	Compliance	Reference Document & Page No.
	Vital criteria for acceptance of bids:- Has bidder taken any exceptions/deviations in their bid? If yes, whether bidder has indicated the same specifically in their bid?	Yes/ No Yes/ No Yes/ No	
1.0	Basic Eligibility Criteria		
1.1	Whether the Bidder Submitted Incorporation or Registration Certificate in their bid?	Yes/ No	
1.2	Whether the bidder has submitted Commencement Certificate or any other document to substantiate Office establishment as on the original bid closing date?	Yes/ No	
1.3	Whether the local content of the offered services in the bid is more than 20%? Whether the bidder has submitted undertaking as per the Proforma – V ? Whether the bidder has submitted a certificate supporting the above undertaking from a statutory auditor/cost auditor (in case of companies) or from a practicing cost accountant or chartered accountant (in respect of other than companies)?	Yes/ No Yes/ No Yes/ No	
2.0	Technical Criteria		
2.1	Does the bidder fulfill the requirements of completed assignments similar to the areas covered in the bid document? Has the bidder submitted a Completion certificate issued by a Client Organization or a Self-certified document signed and sealed by Head of India Operations/CEO/CFO or the authorized	Yes/ No Yes/ No	

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	signatory having the Power of Attorney of the bidder, to meet the technical criteria?		
2.1.1	<p>Has the bidder is submitting the technical experience of its branch office/parent/sister member of same network or member of same global firm, to meet the technical criteria?</p> <p>If Yes, Whether the bidder submitted a certificate mentioning that they would be able to draw resources/expertise from them as and when required to fulfil the commitments of the bid?</p>	<p>Yes/ No</p> <p>Yes/No</p>	
2.1.2	Whether the bidder has submitted details of the technical experience as per the Table – 1?	Yes/ No	
2.2	<p>Has the bidder provided the team structure as per the bid document for carrying out the activities under the Scope of Work?</p> <p>Did the bidder provide complete list of pool of members who will be driving the project on-site along with the names of the Lead Partners, Project Managers, Consultants & Experts?</p>	<p>Yes/ No</p> <p>Yes/ No</p>	
2.3.7	<p>Whether the bidder the submitted Table-2 giving the qualification and expertise of the team structure</p> <p>Whether the bidder submitted the CV's of the Team members certifying the tenure and nature of experience by the authorized signatory having the Power of Attorney of the bidder?</p>	<p>Yes/ No</p> <p>Yes/ No</p>	
3.0	Financial Criteria		
3.1	Does the bidder fulfill the requirement of minimum annual turnover as per bid document?	Yes/ No	
3.2	Does the bidder fulfill the positive Net Worth criteria in the preceding financial/accounting year as per bid document?	Yes/ No	
3.3	Has the bidder provided copies of Audited Balance Sheet and Profit and Loss Statement	<p>Yes/ No</p> <p>Yes/ No</p>	

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	Has the bidder provided Certificate issued by a practicing chartered/Cost Accountant (with Membership and Firm Registration No.) as per PROFORMA-I ? Whether the UDIN is mentioned in above certificates?	Yes/ No	
3.4	If the last date of preceding financial/accounting year falls within six months from the bid closing date, whether the bidder submitted and undertaking as per PROFORMA -II .	Yes/ No	
3.5	In case the Audited Balance Sheet and Profit and Loss Statement are in currencies other than INR, Whether the bidder submitted a CA certificate regarding the converted figures?	Yes/ No	
4.0	Bid Evaluation Criteria		
Ann-A	QCBS Evaluation Criteria		
1 (i)	Whether the bidder has submitted the Details of the completed assignments as per Table – 3?	Yes/ No	
1 (ii)	Whether the bidder has submitted the Details of the completed assignments as per Table – 4?	Yes/ No	
1 (iii)	Whether the bidder has submitted the Details of the completed assignments as per Table – 5?	Yes/ No	
2 (i)	Whether the bidder has submitted the Experience Details of Lead Partner as per Table – 6?	Yes/ No	
2 (ii)	Whether the bidder has submitted the Experience Details of Project Manager as per Table – 7?	Yes/ No	
2 (iii)	Whether the bidder has submitted the Experience Details of Expert in Upstream Oil & Gas as per Table – 8?	Yes/ No	
2 (iv)	Whether the bidder has submitted the Experience Details of Expert in RE/New Energy/Decarbonization and Energy Transition as per Table – 9?	Yes/ No	

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2 (v)	Whether the bidder has submitted the Experience Details of Team Leader as per Table – 10?	Yes/ No	
Note 1	Whether the experience provided by the bidder under 1 (i), 1(ii) and 1 (iii) are mutually exclusive project references.	Yes/ No	
Note 3	Has the bidder is submitting the technical experience of its branch office/parent/sister member of same network or member of same global firm, to meet the technical experience under 1 (i), 1(ii) and 1 (iii)? If Yes, Whether the bidder submitted a certificate mentioning that they would be able to draw resources/expertise from them as and when required to fulfil the commitments of the bid?	Yes/ No Yes/ No	
Note 4 (a)	Has the bidder submitted a Completion certificate issued by a Client Organization or a Self-certified document signed and sealed by Head of India Operations/CEO/CFO or the authorized signatory having the Power of Attorney of the bidder, to meet the technical experience under 1 (i), 1(ii) and 1 (iii)?	Yes/ No	
Note 4 (b)	Whether the bidder submitted the CV's of the Team members certifying the tenure and nature of experience by the authorized signatory having the Power of Attorney of the bidder? Whether the bidder provided an undertaking that the same team would be deployed during the execution of the Project?	Yes/ No Yes/ No	
Note 4 (c)	Whether all the certificates and documentary evidences are in English Language?	Yes/ No	

(END OF SECTION-IX)

HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS

The Contractor shall adhere to following points while performing the works under this contract.

1. The Contractor shall be solely responsible to comply all the statutory norms as applicable while executing the job. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely: the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance of all HSE laws by the sub-contractors. It will be the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory Rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by representative of OIL.
2. Contractor's arrangements for health and safety management shall be consistent with those for the company (OIL).
3. A Contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's Act or omissions at work.
4. The Contractor shall ensure complete safety of the personnel engaged by him, and of all the equipment, they will handle and must take full responsibility for their safety
5. Every person deployed by the Contractor must use appropriate PPEs (Personal Protective Equipment) to be provided by the Contractor. The Contractor shall provide Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company's PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness, Fall Prevention Devices (FPD) shall conform to relevant IS codes. Necessary supportive document shall have to be available at site as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may request to the Company (OIL) for providing the same. In case of exigency OIL will provide the safety items if available. However in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. Contractor employees should be trained in the proper use and maintenance of PPE. In absence of appropriate PPEs, the representative of OIL has the right to stop the work which will be binding for the Contractor. Moreover, the accountability towards any delay in work/ penalty due non-adherence to PPE shall be binding to the Contractor.
6. The Contractor should frame a mutually agreed bridging document between OIL & the Contractor for all issues not envisaged under the terms and conditions of the contract with the roles and responsibilities clearly defined.
7. The Contractor has to keep a register of the persons employed by him/her. The Contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.

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8. Soft copy of the Standard Operating Procedures (SOPs) related to scope of work shall be handed over to the representative of OIL by Contractor including an assessment of risk, wherever possible and safe methods to deal with it/them. Printout of copy (spiral binding) of the SOP mentioned above is to be always kept with all working teams. The SOP clearly stating the risk arising to men, machineries & material from the mining operation / other operations to be done by the Contractor and how it is to be managed. However; in case of any doubts, the Contractor shall reconfirm the same from the Engineer in Charge (OIL).

9. Contractor has to ensure that all work is carried out in accordance with the Statute and the SOP for the job. For the purpose, he may deploy adequate qualified and competent personnel for carrying out the job in a safe manner. The work which is not covered under SOP, the Contractor shall develop it and submit to the representatives of OIL.

10. In case of deviation of SOP or non-availability of SOP, Job Safety Analysis (JSA) shall be carried out before commencement of the work.

11. Necessary cold and hot work permits including excavation clearance and permission for working at height, Confined Space Entry as applicable are to be obtained by the competent person of the Contractor from the site representative of OIL before start of the job(s). Work Permit System should be inline as per guidelines issued by HSE Department.

12. The Contractor's personnel should be aware about the existing as well as probable hazards and ensure their training to tackle such untoward events by the Contractor. If the Company (OIL) arranges any safety awareness program / training for the working personnel at site (company employee, Contractor worker, etc.) the Contractor will not have any objection to any such training.

13. After receipt of the work order the Contractor shall have to submit authorized list of Contract Personnel, who will be engaged for the jobs including name of the Contractor's competent persons and every contact details. No person shall be engaged in any job in a mine unless his competency has been assessed and approved by the OIL Engineer In Charge.

14. The Contractor shall not engage minor laborer below eighteen (18) years of age under any circumstances.

1. The Contractor should prevent the frequent change of his deployed employees as far as practicable. The Contractor shall not employ or terminate his worker without the knowledge of the OIL engineer in charge. However, if OIL Engineer in Charge found any person not appropriate with respect to the job, the Contractor has to remove the person and replace a suitable person within the timeline as per the terms of the Contract.

16. OIL will communicate all information to the Contractor or his authorized representative only.

17. The Contractor shall have to report all incidents including near miss to the representative of OIL who shall be supervising the Contractor's work.

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18. Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the Contractor only.
19. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor and their medical treatment/ facilities in case of accidents should be provided by the same Contractor. The Contractor's personnel should be aware about the existing as well as probable hazards and ensure their training to tackle such untoward events by the Contractor.
20. Contractor shall keep a reasonable degree of order by disposing of accumulated rubbish and excess material. Disposal of solid wastes generated by the Contractor shall be in accordance with the company's Procedure for Solid Waste Management. The Contractor Personnel have to take every possible care to keep the environment clean and free from pollution.
21. The Contractor have to ensure the quality and reliability of all the tools, equipment and instruments they use. The supporting documents relevant to prove the above should be submitted. Defective tools shall be immediately removed.
22. Contractor's Supervisor/ Contractor's personnel needs to be aware about the site specific emergency response plan (which includes display of emergency contact nos., establish telephone communication, layout of working area, use of fire extinguisher, emergency exit, assembly point).
23. All Lifting equipment of the Contractor like Crane etc. shall have to be duly calibrated. Calibration Certificate of this equipment shall have to be submitted to the representatives of OIL and a copy of the same to be made available at site.
24. Necessary sign-board / warning signals like caution, "hot work" in progress, emergency telephone numbers, no entry without permission etc. should be used while working on tanks. The said signals / sign-boards shall have to be arranged by the Contractor and shall be in line with the circular of signboards issued by HSE Department, Oil India Limited.
25. Barricading of area to be done with reflecting tapes as applicable during work.
26. The First-Aid box should be provided by the Contractor and the same has to be kept ready to use at the site throughout the working hours.
27. The availability of First-Aid Fire Fighting equipment should be ensured by the Contractor at all working hours.
28. Smoking is prohibited in all Company restricted areas except in authorized smoking areas/ shelters. Carrying of matches and lighters into the Hazardous Area is prohibited. Cellular phones shall not be used in operating areas / hazardous areas unless they have been classified as 'intrinsically safe' for use in that atmosphere. Consumption of alcohol and possession of non- prescribed drug in Company work site is strictly prohibited.
29. The Contractor personnel should understand the implication of the known hazards related to the work undertaken by them and the necessity of having an emergency plan approved by OIL to counter them, if anything goes wrong.

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30. In case Contractor is found non-compliant of HSE laws as required and all the above mentioned general HSE points, company will have the right for directing the Contractor to take action to comply with the requirements, and for further non-compliance, the Contractor will be penalized as per the terms of the Contract.

31. When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company will have the right to direct the Contractor to cease work until the non-compliance is corrected.

32. Considering the ongoing Covid-19 pandemic, those who are engaged in the above operations should follow the Covid-19 Protocol as per the prevailing Government Guidelines.

33. Any requirement arise by the Statutory Authorities during the period of contract shall be applicable and binding for the Contractor.

(END OF SECTION-XI)