

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

Corrigendum No. 7 dated 01.07.2020 to E-Tender No. CDG4164P21 for ‘Hiring services for acquisition of 200 LKM of 2D and 185 SQKM of 3D seismic data in the OALP-III Block: AA-ONHP-2018/5 and its adjoining areas in the state of Tripura’

This Corrigendum is issued to notify the following changes/ additions:

1. The following clause has been newly added to Part-1 ‘**Instructions to Bidders**’ of the tender:

Quote:

37.0 PURCHASE PREFERENCE POLICY-LINKED WITH LOCAL CONTENT (PP - LC)

- 37.1 Vide Letter No. FP-20013/2/2017-FP-PNG dated 07.10.2019, MoPNG has notified Amended Govt. Policy for providing Purchase Preference linked with Local Content (PP-LC) in all PSUs under MoPNG for awarding a specified percentage of tender quantity to the lowest techno-commercially qualified LC Bidder, subject to meeting certain conditions as stipulated in the Policy.
- 37.2 The said Policy shall be applicable in ICB Tenders for procurement of Goods, Services and EPC Contracts pertaining to Oil & Gas business activities as mentioned at Enclosure-I of the Policy document. However, the Policy shall not be applicable for HP-HT operations for the time being.
- 37.3 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. If a bidder seeks EMD exemption under the MSE policy, then it shall be considered that the bidder has sought benefit against the MSE policy and this option once exercised cannot be modified subsequently. Tenders involving eligible/qualified MSME Vendors as well as LC Vendors, preference regarding placement of order shall be accorded to MSME Vendors in line with Public Procurement Policy over PP-LC Policy.
- 37.4 Bidders seeking Purchase Preference under PP-LC Policy shall be required to meet / exceed the target of Local Content (LC) as on the date of NIT issued by OIL and mandated vide Enclosure-I to the policy notification (Letter No. FP-20013/2/2017-FP-PNG dated 07.10.2019 including the latest amendment thereto, if any).
 - 37.4.1 Such bidders shall furnish following undertaking on its letter head along with their techno-commercial bid. The undertaking shall become a part of the contract.

“We _____ (Name of the bidder) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. _____ (to be filled as notified at Enclosure I of the policy) for claiming purchase preference linked with Local Contents under the Govt. policy against under tender no. _____.”

The percentage of local content in the bid is _____%”.

37.4.2 **In cases of procurement for a value in excess of Rs.10 crores;** above undertaking shall be supported by the following certificate from Statutory Auditor engaged by the bidder or Cost Auditor of the company (in the case of companies) or from a practising cost accountant or practicing chartered accountant (in respect of suppliers other than companies), on the letter head of such Statutory Auditor etc.

“We _____ the statutory auditor (or as the case may be) of M/s _____ (name of the bidder) hereby certify that M/s _____ (name of the bidder) meet the mandatory Local Content requirements of the Services i.e. _____ (to be filled as notified at Enclosure I of the policy) quoted vide offer No. _____ dated _____ against OIL’s Tender No. _____ by M/s _____ (Name of the bidder).

The percentage of local content in the bid is _____%”.

NOTE: In case of foreign bidder, certificate (with regard to the fulfilment of minimum mandatory local content requirement) from the Statutory Auditor or Cost Auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case, office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint Statutory Auditors or Cost auditors, certificate from practicing cost accountant or practicing Chartered Accountant in India or practicing cost accountant in India shall also be acceptable.

37.4.3 At the bidding stage the bidder shall provide undertaking, certificate as per provisions under clause 37.4.1 and 37.4.2 above.

Sample format for calculation of LC may be seen in Enclosure-III of PP-LC Policy. Bidder’s confirmation on LC shall be based on the calculation shown in this enclosure. However, this enclosure shall not be required to be included in the bid or uploaded by the bidder in the e-procurement portal in case of e-tender.

37.5 Eligible (techno-commercially qualified) LC bidder shall be granted a Purchase Preference of 10% i.e. where the evaluated price is within 10% of the evaluated lowest price of Non-Local Content (NLC) bidder, other things being equal. Accordingly, Purchase Preference shall be granted to the eligible (techno-commercially qualified) LC bidder concerned, at the lowest valid i.e. NLC price bid.

37.5.1 Only those LC bidders whose bids are within 10% of the NLC L1 bid would be allowed an opportunity to match with L1 bid. All the eligible LC bidders shall be asked to submit their confirmation to match their price in sealed envelopes. Envelopes of the bidders shall be opened and award shall be made to the lowest evaluated TA/CA (Techno-Commercially Acceptable) bidder among the eligible LC bidders. In case the lowest eligible LC bidder fails to match L1 price, the next eligible LC bidder will be awarded the prescribed quantity and so on. In case none of the eligible LC bidders matches the L1 bid, the actual bidder holding L1 price will secure the order.

37.6 Order for supply of 50% of the tendered quantity would be awarded to the lowest techno-commercially qualified LC bidder, subject to matching with valid NLC L1 price. The remaining will be awarded to L1 (i.e. NLC bidder). Prescribed 50% tendered quantity for LC bidders shall not be further sub-divided among eligible LC bidders.

37.6.1 However, if L1 bidder happens to be a LC bidder, the entire procurement value shall be awarded to such bidder.

37.6.2 When the tendered goods/services cannot be divided in the exact ratio of 50% / 50%, then OIL reserves the right to award on lowest eligible PP-LC bidder for quantity not less than 50%, as may be divisible.

For example:

In case tendered quantity is 3 Nos. (not divisible in the ratio of 50:50), PP-LC bidder shall get order for 2 Nos. only and the rest will go to L-1 (NLC bidder).

OR

(Alternate clause applicable for cases where tendered quantity cannot be divided).

37.7 The tendered quantity is not splittable / non-dividable / cannot be procured from multiple sources. Hence, the entire procurement value shall be awarded to the lowest techno-commercially qualified LC bidder subject to matching with valid NLC L1 rates.

37.8 All terms used herein above shall be interpreted/governed by the definitions provided at para 2.0 of the policy document notified by MoPNG vide letter No. FP-20013/2/2017-FP-PNG dated 07.10.2019.

37.9 The successful bidder shall be obliged to fulfill the requirements of quality and delivery time in accordance with the provisions of the Purchase order/contract. OIL shall have the right to satisfy itself of the production capability and product quality of the manufacturer.

37.10 Determination of LC:

37.10.1 LC of Services shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of services.

37.10.2 The total cost of service shall be constituted of the cost spent for rendering of service, covering:

- a) Cost of component (material), which is used.
- b) Manpower and consultant cost, cost of working equipment/facility, and
- c) General service cost, excluding profit, company overhead cost, taxes and duties

37.10.3 The criteria for determination of cost of local content in the service shall be as under:

- a) In the case of material being used to help the provision of service, based on country of origin.
- b) In the case of manpower and consultant, based on INR component of the services contract.
- c) In the case of working equipment/facility, based on country of origin and
- d) In the case of general service cost, based on the criteria as mentioned in clauses a, b and c above.
- e) Indian flag vessels in operation as on date.

37.10.4 Determination of Local Content: The determination of local content of the working equipment/facility shall be based on the following provision.

Working equipment produced in the country is valued as 100% (one hundred percent) local content, working equipment produced abroad is valued as much as nil (0% percent) local content.

37.11 Calculation of LC and Reporting

37.11.1 LC shall be calculated on the basis of verifiable data. In the case of data used in the calculation of LC being not verifiable, the value of LC of the said component shall be treated as NIL.

37.11.2 Formats for the calculation of LC of services may be seen at Enclosure-III of the policy document.

37.12 Certification and Verification

37.12.1 Bidder seeking Purchase Preference under the policy, shall be obliged to verify the LC of services as follows:

37.12.1.1 **At bidding stage:**

- a) Local Content:
 - (i) The bidder shall provide the percentage of Local Content in the bid as per provisions under clause No. 37.4.3 above.
 - (ii) Bidder must have LC in excess of the specified requirement.

b) **Undertaking by the bidder:**

- i. The bidder shall submit an undertaking as per clause No. 37.4.1 from the authorized signatory of bidder having the power of Attorney alongwith the techno-commercial bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

In cases of procurement for a value in excess of Rs 10 Crores; the undertaking submitted by the bidder shall be supported by a certificate from Statutory Auditor or Cost Auditor of the company (in the case of companies) or from a practising Cost Accountant or practicing Chartered Accountant (in respect of other than companies) giving the percentage of local content as per clause No. 37.4.2.

However, in case of foreign bidder, certificate from the Statutory Auditor or Cost Auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case, office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint Statutory Auditor or Cost auditor, certificate from practicing Cost Accountant in India or practicing Chartered Accountant in India giving the percentage of local content is also acceptable.

- ii. The Bidder shall submit undertaking alongwith the techno-commercial bid categorically confirming that in the event of an order under PP-LC, they will furnish additional bank guarantee pursuant to clause No. 37.13.5 below.

37.12.1.2 **After Contract Award:**

- a) The bidder shall submit an undertaking from the authorized signatory of bidder having the power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract. **In cases of procurement for a value in excess of Rs 10 Crores,** the undertaking submitted by the bidder shall be

supported by a certificate from Statutory Auditor or Cost Auditor of the company (in the 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.

However, in case of foreign bidder, certificate from the Statutory Auditor or Cost Auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case, office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint Statutory Auditor or Cost auditor, certificate from practicing Cost Accountant in India or practicing Chartered Accountant in India giving the percentage of local content is also acceptable.

- b) Bidder must submit Additional Bank Guarantee pursuant to clause No. 37.13.5 within 30 days of award of contract under PP-LC.

37.12.2 Each supplier shall provide the necessary Local Content documentation to the statutory auditor, which shall review and determine the local content requirements have been met and issue of local content certificate to that effect on behalf of OIL, stating the percentage of local content in the good or service measured. The Auditor shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.

37.12.3 The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with invoice while maintaining the overall % of local content for the total purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.

37.12.4 Where currency quoted by the bidder is other than Indian Rupee then the bidder claiming benefits under PP-LC shall consider exchange rate prevailing on the date of notice inviting tender (NIT) for the calculation of Local Content.

37.12.5 OIL shall have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.

37.13 **Sanctions:**

37.13.1 OIL shall impose sanction on bidder for not fulfilling LC of goods/services in accordance with the value mentioned in certificate of LC.

37.13.2 The sanctions may be in the form of written warning, financial penalty and blacklisting.

37.13.3 If the bidder does not fulfill his obligation after the expiration of the period specified in such warning, OIL shall initiate action for blacklisting such bidder/ successful bidder.

37.13.4 A bidder who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the Contract Price.

37.13.5 In pursuance of the clause No.37.13.4 above, towards fulfillment of conditions pertaining to Local Contents in accordance with the value mentioned in the

certificate of LC, the bidder shall have to submit additional Bank Guarantee (as per format attached) equivalent to the amount of PBG.

:Unquote

- 2.** Part-2 '**Bid Evaluation Criteria**' of the tender has been revised as enclosed vide Enclosure-1.
- 3.** Proforma-L '**Proforma of Bank Guarantee towards Purchase Preference-Local Content**' has been enclosed vide Enlosure-2.

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

BID EVALUATION CRITERIA (BEC)

1.0 VITAL CRITERIA FOR BID ACCEPTANCE: The bid shall conform generally to the specifications and terms and conditions given in this bid document. Bidders are advised not to take any exception/deviation to the Bid Documents. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the technical specifications and if any exceptions/deviations are maintained in the bid, such conditional/nonconforming bids shall not be considered, but shall be rejected outright.

2.0 GENERAL CONFORMITY

Bids will be rejected in case the equipment and services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the bidders without which the same will be considered as non-responsive and rejected.

3.0 EVALUATION CRITERIA:

3.1 TECHNICAL EVALUATION CRITERIA

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

3.1.2 EXPERIENCE OF THE BIDDER:

3.1.2.1 Bidders must have successfully completed onshore 2D seismic survey with a minimum cumulative total of **200 LKM and 185 SQKM of onshore 3D seismic survey or 285 SQKM of onshore 3D seismic survey** in the last **seven (07)** years preceding the date of Original Bid Closing.

3.1.2.2 Bidders must submit documentary evidence as:
Contract/Agreement copy along with satisfactory completion/performance report clearly mentioning Contract/Agreement No. and volume of job completed.

OR

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

OR

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

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

3.1.2.5 Bidders must submit documentary evidence as:

Contract/Agreement copy clearly mentioning explosive as energy source using mechanized drilling rigs with satisfactory completion/performance report clearly mentioning Contract/Agreement No. and volume of job completed.

OR

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

OR

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

- 3.1.2.6 **Foreign Bidders:** Bidder(s) shall have experience mentioned in sub clause (i) and (ii), out of which the Bidder(s) must have successfully carried out a minimum of **100 LKM of onshore 2D Seismic Data Acquisition and 92.5 SQKM of onshore 3D seismic data acquisition OR 142.5 SQKM of onshore 3D seismic data acquisition** in two countries other than the country of origin in the last **Seven (07)** years as preceding the date of Original Bid Closing.

OR

Bidder (s) shall have experience mentioned in sub-clause (i) and (ii), out of which the Bidder(s) must have successfully carried out a minimum of **100LKM of onshore 2D** seismic data acquisition or **92.5 SQKM of Onshore 3D Seismic Data Acquisition OR 142.5 SQKM of onshore 3D seismic data acquisition** in a single survey block in India in the last Seven (07) years as preceding the date of Original Bid Closing.

- 3.1.2.7 Bidders must submit documentary evidence as:

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

OR

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

OR

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

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

- 3.1.3.1 Details of experience and past performance of the bidder and the collaborator (in case of collaboration), on works/jobs done of similar nature in the past, indicating areas and clients are to be submitted along with the Technical Bid, in support of the experience criteria laid down above as per enclosed **Proforma-T**.

- 3.1.3.2 **Indian Companies/Joint Venture Companies:** Indian bidders whose proposal for technical collaboration involves foreign equity participation or payment of royalty and / or lump sum for technical know-how and wherever Govt. approval is necessary, are required to submit copy of Govt. approval, on their application submitted to SIA, prior to the date of price bid opening. Bidder must submit along with their technical bid Memorandum of Understanding(MOU)/Agreement with their technical collaborator / Joint venture partner (in case of Joint venture) clearly indicating their roles & responsibilities under the scope of work.

- 3.1.3.3 MOU/Agreement concluded by the bidder with technical collaborator, must also be addressed to the Company, clearly stating that the MOU Agreement is applicable to this tender and shall be binding on them for the entire contract period. The MOU must unconditionally and unequivocally declare that the MOU shall remain valid during the validity of the Contract. Notwithstanding the MOU/Agreement, the responsibility of completion of job under this contract will be with the bidder.
- 3.1.3.4 The MOU/Agreement should be legally valid i.e. it should be on a non-judicial stamp paper and notarised. In case of involvement of overseas bidder, the MOU / Agreement should be notarised / endorsed by Indian Embassy.
- 3.1.4 In case the Bidder is a Consortium of Companies, the following requirements must be satisfied by the Bidder:**
- 3.1.4.1 The leader of the consortium must satisfy the minimum experience requirement as per clause **3.1.2** above.
- 3.1.4.2 The leader of the Consortium must submit bid on behalf of consortium of Bidders. Memorandum of Understanding (MOU) between the Consortium members duly executed by the CEO/Authorized person and certified by the competent authority of the respective organization of the consortium members and notarized, must accompany the bid which should clearly define role/scope of work of each partner/member and should clearly define the leader of consortium. Memorandum of Understanding (MOU) must also state that all the members of consortium shall be jointly and severally responsible for discharging all obligations under the Contract. However, the Leader of the Consortium must submit an undertaking along with the technical bid towards unconditional acceptance of full responsibility for executing the "Scope of Work" of this bid document. In case of award, such MOU shall be kept valid through the entire contract period, including extensions, if any. The following provisions should also be incorporated in the MOU executed by the members of the Consortium.
- 3.1.4.3 Only the Leader of the consortium shall should register in the e-tender portal and submit bid on behalf of the Consortium. The other members of the Consortium shall ratify all the acts and decisions of the Leader of Consortium, which are taken in connection with and/or during the evaluation of the tender and execution of the contract.
- 3.1.4.4 The Bid Security shall be in the name of the Leader of the consortium on behalf of consortium with specific reference to consortium bid and with name(s) & address(es) of Consortium members. Similarly, the Performance Security shall be in the name of the Leader on behalf of the Consortium.
- 3.1.4.5 The leader of the Consortium on behalf of the Consortium shall coordinate with OIL during the period the bid is under evaluation, as well as, during the execution of works, in the event contract is awarded and he shall also be responsible for resolving dispute/ misunderstanding/undefined activities, if any, amongst all the Consortium members.
- 3.1.4.6 Any correspondence exchanged with the leader of consortium shall be binding on all the consortium members.
- 3.1.4.7 Payment shall be made by OIL only to the leader of the consortium towards fulfilment of contract obligations.

- 3.1.4.8 In case of Consortium bids, the bid shall be digitally signed by the leader of Consortium. The Power of Attorney from each member authorizing the leader for signing and submission of Bid on behalf of individual member must accompany the Bid offer.
- 3.1.4.9 Documents/details pertaining to qualification of the BIDDER must be furnished by each partner/ member of consortium complete in all respects along with the bid clearly bringing up their experience especially in the form of work in their scope.
- 3.1.4.10 **Constitution of Consortium:** If during evaluation of bid, a consortium leader proposes any alterations/ changes in the constitution or replacement or inclusion or expulsion of any partner(s)/ member(s) of the consortium which had originally submitted the bid, to drive some advantages/benefits based on any development(s) having come to his knowledge at any time, the bid of such a consortium shall be liable for rejection.
- 3.1.4.11 **Signing of Contract:** In the event of award of contract to the consortium, the contract to be signed by the members of the consortium and the liability of each one of them shall be jointly and severally.
- 3.1.4.12 Members of the consortium are not allowed to quote separately/independently against this tender. All the bids received in such case will be summarily rejected. Further, all bids from parties with technical support from the same Principal will be rejected.
- 3.1.4.13 Certified copies (attested by Director/Company Secretary) of Board resolutions passed by respective Board of Directors of the companies (Consortium leader and members) agreeing to entering into such consortium with each other for submission of bid for the NIT and authorising designated executives of each company to sign in the MOU to be provided along with the technical bid.
- 3.1.4.14 The MOU/Agreement should be legally valid i.e. it should be on a non-judicial stamp paper and notarised. In case of involvement of overseas bidder/consortium partner, the MOU / Agreement should be notarised / endorsed by Indian Embassy.
- 3.1.5 Eligibility criteria in case Bid is submitted on the basis of the Technical Experience of the Parent/Subsidiary Company:** Offers of those bidders who themselves do not meet experience criteria as stipulated in clause **3.1.2** above can also be considered provided the bidder is a **100%** subsidiary company of the parent company (**supporting company**) which meets the above mentioned experience criteria or the parent company can also be considered on the strength of its **100%** subsidiary company (**supporting company**). However, the parent/subsidiary company of the bidder should on its own meet the technical experience as aforesaid and should not rely on its sister subsidiary/co-sub subsidiary company or through any other arrangement like technical collaboration etc. In that case, as the subsidiary company is dependent upon the technical experience of the parent company or vice-versa, with a view to ensure commitment and involvement of the parent/subsidiary company for successful execution of the contract, the participating bidder must enclose an agreement, as per format furnished vide **Proforma - N**, between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee, as per format furnished vide **Proforma - O**, from the parent/subsidiary company to OIL for fulfilling the obligations under the agreement, along with the technical bid.

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

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

3.1.6.2 Undertaking from the supporting company / ultimate parent company to the effect that in addition to invoking the Performance Security submitted by the contractor, the Performance Security provided by supporting company shall be invoked by OIL due to non-performance of the contractor.

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

3.1.7 Any party who is extending support by way of entering into consortium/collaboration/Joint Venture agreement or MOU with another party shall not be allowed to submit an independent Bid against this tender. Under such situation both the Bids shall be rejected. Further, all Bids from parties with technical collaboration support from the same principal against this tender shall be rejected.

3.1.8 Number of companies involved in Joint venture partnership/collaboration for bidding should not be more than three including the subsidiaries, parent company.

3.1.9 **Scope of Work/Terms of Reference:** The bids will be technically evaluated based on the requirements furnished in **Section-II** (Scope of Work/Terms of Reference). Bids which do not conform to the minimum specifications of equipment, hardware and software furnished therein and do not include all the jobs/services mentioned in the tender document will be considered as incomplete and rejected. **Bidder must submit the Check list-3.**

3.1.10 **Equipment & Accessories:** The years of the vintage of equipment to be offered are specified in **Annexure-II**. Bidder has to submit the documentary evidence in support of the Vintage of the equipment which bidder proposes to deploy in the field for the execution of the contract as per the Annexure -II. Bids shall be liable for rejection if the equipment offered do not meet the specified requirement. **Bidder must submit the Check list-1.**

3.1.11 **Key Personnel:** The years of experience of the key personnel to be offered are specified in **Annexure-I**. Bidder must submit detailed Bio-data of all its key personnel as per **Proforma-U** to be deployed along with the technical bid. Bidder shall deploy the same persons whose Bio-data is offered in the bid for data acquisition. They shall not be replaced or transferred without prior

notification to the Company. Company's approval is essential in case they are desired to be replaced by the bidder with equally competent persons satisfying minimum experience criteria and Company's decision in this regard will be final. Bids shall be liable for rejection if the personnel offered do not meet the specified requirement. **Bidder must also submit the enclosed Check list-2.**

3.1.12 Mobilization: The bidder must categorically confirm in the Technical Bid that in the event of award of contract, mobilization shall be completed within Ninety (90) days from the date of issue of LOA by Company as per the **Proforma-S** and Check List-1. Bidders should quote lump sum mobilization charges which should not exceed 5% (five percent) of the total evaluated contract value as per price bid format. However, mobilization charges if quoted in excess of 5% of the estimated contract cost, the excess amount shall be paid only after successful completion of the contract. **In case, the last date of scheduled mobilization of 90 days falls within the non-operating period (June to October) the mobilization date would be extended upto end of monsoon break.**

3.1.13 Mobilization shall be deemed to be completed when all personnel, equipment, tools, consumables and field crew are mobilized and also the equipment are fully tested & calibrated and necessary pre-acquisition experimental work conducted as specified in scope of work and first regular production record is taken and accepted by the Company. The time spent on the pre-acquisition experimental work is inclusive in the above mobilization period. Bidders must provide categorical confirmation of their capability and intent to meet this timing in their Technical Bid otherwise their Bid will be rejected.

3.2 FINANCIAL EVALUATION CRITERIA:

3.2.1 The bidder must have minimum annual financial turnover of at least of **Rs 45.67 Crores** or **USD 6.11 Million** in any of preceding three financial/accounting years reckoned from the original bid closing date as per the Audited Annual Reports.

3.2.2 In case of Consortium of companies, any member of the Consortium shall have an annual financial turnover of minimum **Rs. 45.67 Crores** or **USD 6.11 Million** during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date and other member(s) of the consortium shall have an annual financial turnover of minimum **Rs. 22.83 Crores** or **USD 3.05 Million** during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date. Borrowing support from parent/supporting company is not allowed to meet the financial criteria.

3.2.3 **Net worth** of bidder should be minimum **Rs. 6.85 Crores** or **USD 0.92 Million** for the accounting year preceding the original bid closing date. Similarly, in case of consortium bidding the Net Worth of all the consortium partners individually should be positive and cumulative **Net worth** should be **Rs. 6.85 Crores** or **USD 0.92 Million** for the accounting year preceding the original bid closing date.

[Net worth shall mean: " Share capital + Reserves created out of profits and securities Premium – Aggregate value of accumulated losses - account (excluding revaluation reserves) – deferred expenditure – Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation".

3.2.4 **Working Capital:** The Bidder should have minimum working capital equal to **Rs. 6.85 Crores** or **USD 0.92 Million** for the accounting year preceding the original bid closing date. Similarly, in case of consortium bidding the cumulative working capital should be **Rs. 6.85 Crores** or **USD 0.92 Million** for the accounting year preceding the original bid closing date. In case the working capital is short, the bidder can supplement the same through line of credit from a scheduled commercial bank having net worth more than **INR 100 Crores** as per enclosed format.

Note: Working Capital shall mean “Current Assets minus Current liabilities” as per latest year’s audited consolidated annual Financial Statements.

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

- i) Annual Turnover of the parent/ultimate parent/holding company in any of preceding three (3) financial years shall be minimum **Rs 45.67 Crores or USD 6.11 Million.**
- ii) **Net Worth of the parent/ultimate parent / holding company should be** minimum **Rs. 6.85 Crores** or **USD 0.92 Million for the accounting year preceding the original bid closing date.**
- iii) Working capital should be minimum **Rs. 6.85 Crores** or **USD 0.92 Million** for the accounting year preceding the original bid closing date.
- iv) Corporate Guarantee on parent/ultimate parent/holding company’s letter head signed by an authorized official undertaking that they would financially support their subsidiary company for executing the project/job in case the same is awarded to them, and
- v) The bidder is a subsidiary company of the parent/ultimate parent /holding parent company.

3.2.6 Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that ‘the balance sheet/Financial Statements for the financial year..... (as the case may be) has actually not been audited so far’.

Notes :

- i) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid: -
 - a) A certificate issued by a practicing Chartered Cost Accountant (with

Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **Proforma - J**. Please note that mentioning of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued by Chartered Accountant w.e.f. 1st February, 2019.

OR

- b) Audited Balance Sheet along with Profit & Loss account. In case of foreign bidders, self-attested/digitally signed printed published accounts are also acceptable.
- ii) 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.
- iii) In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR or US\$, the bidder shall have to convert the figures in equivalent INR or US\$ considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA Certificate is to be submitted by the bidder regarding converted figures in equivalent INR or US\$. Else, the Audited Balance Sheet and Profit & Loss Account shall be evaluated by considering the BC selling rate declared by State Bank of India (on the date on which the Audited Balance Sheet and Profit & Loss Account is signed) for conversion to INR.

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

3.3.1 Bids shall be submitted under single stage two Bid system i.e. Technical Bid and Priced Bid separately in the OIL's e-Tender portal. The Technical Bid is to be uploaded as per Scope of Work & Technical Specification of the tender in "Technical RFx Response" Tab and Priced Bid as per **Proforma-B** uploaded in the "Notes & Attachments" Tab. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two bid system shall be **rejected outright**.

3.3.2 Prices and rates quoted by Bidders must be held firm during the term of the contract and not be subject to any variation. Bids with adjustable price terms will be rejected.

3.3.3 Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach the office of **OIL's Chief General Manager (Contracts), Oil India Limited, Duliajan - 786602, Dibrugarh, Assam** India on or before 12.45 Hrs(IST) on the bid closing date. A scanned copy of the bid security shall however be uploaded in OIL's E-Procurement portal along with the Technical Bid. The amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. Bid without proper & valid Bid Security will be rejected.

3.3.4 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

- 3.3.5** Bids should be valid for 120 days. Bids with shorter validity will be rejected as being non-responsive.
- 3.3.6** Bidders must quote rates in accordance with the price schedule outlined in **PRICE BID FORMAT (Proforma-B)**; otherwise the Bid will be rejected. However, if no charge is involved for any of the work/item, '**NIL**' should be mentioned against such part of work. If any item in the Price Bid Format is left blank, then it will be construed that for that item bidder has quoted rate as "0". However, if a bidder indicates that they are not quoting for all the items then their offer will be rejected.
- 3.3.7** The Bid documents are not transferable. Bid can only be submitted in the name of the BIDDER in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.
- 3.3.8** Bidders shall quote directly and not through their Agent/Representative/Retainer/Associate in India. Bids submitted by Indian Agent/Representative/Retainer/Associate on behalf of their foreign principals will not be considered and will be rejected straightway. One Indian Agent/Representative/Retainer/Associate cannot represent more than one foreign principal.
- 3.3.9** Any Bid containing a false statement shall be rejected.
- 3.3.10** The Bids and all uploaded documents must be digitally signed using "Class 3" digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.
- 3.3.11** Contractor shall bear, within their quoted rates, all the taxes and duties including the personal tax as applicable in respect of their personnel and sub-contractor's personnel, arising out of execution of the contract. Also, the Corporate Tax as applicable on the income from the contract will be to Contractor's account. However, their rates will be exclusive of GST and same has to be quoted in the space provided in the Price Bid Format.
- 3.3.12** The lump sum Mobilization Charges quoted by the Bidders must not exceed **5% (five percent)** of the total evaluated Contract value. **However, mobilization charges if quoted in excess of 5 % of the estimated contract cost, the excess amount shall be paid at the end of the contract.**
- 3.3.13** The Integrity Pact must be uploaded in OIL's E-Procurement portal along with the Technical Bid duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.
- 3.3.14** There must be no exception to the following Clauses including sub-clauses, otherwise the Bid will be rejected:
- (i) Performance Guarantee Bond Clause
 - (ii) Force Majeure Clause
 - (iii) Tax liabilities Clause
 - (iv) Arbitration Clause
 - (v) Acceptance of Jurisdiction and Applicable Law Clause

- (vi) Liquidated damage and penalty clause
- (vii) Safety and Labour Law
- (viii) Insurance Clause
- (ix) Termination Clause
- (x) Integrity Pact

3.4 BID EVALUATION CRITERIA:

- 3.4.1 The compliance statement (enclosed **Proforma-D**) should be digitally signed and uploaded along with the technical bid (un-priced). The compliance Statement (**Proforma-D**) clearly indicating “**NIL Exception/Deviation**” to Tender clauses should be uploaded along with the Technical bid.
- 3.4.2 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC also and such clarifications fulfilling the BEC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.
- 3.4.3 If any clauses in the BEC contradict clauses elsewhere in the Bid Document, then the clauses in the BEC shall prevail.
- 3.4.4 The Company reserves the right to cancel/withdraw the tender or annul the bidding process at any time prior to award of contract, without thereby incurring any liability to the bidders or any obligation to inform the bidders of the grounds of Company’s action.
- 3.4.5 Bid involving a party in any form whose name is appearing in the prevailing list of banned/blacklisted vendors of OIL INDIA LIMITED shall be rejected outright.
- 3.4.6 The bids conforming to the Scope of Work, Terms and Conditions stipulated in the bidding document and considered to be responsive after subjecting to bid rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria described hereunder.
- 3.4.7 Commercial Bids (Price Bids) of only the technically qualified bidders subjected to BEC/BRC will be opened on a predetermined date and the same will be evaluated taking into account the following factors viz. sum total cost of all components quoted by the bidders as per Price Bid Format (**Proforma – B**).
- 3.4.8 It is, however, to be clearly understood that the assumptions made in respect of the quantity of various items in the Price Bid Format (**Proforma-B**) are only for the purpose of evaluation of the bids. The Contractor will be paid on the basis of actual quantum of jobs carried out during job execution. However, execution of jobs in excess of the quantity mentioned herein requires Company’s prior approval.
- 3.4.9 Arithmetical errors, if any, in the price bids will be rectified on the following basis.

“If there is a discrepancy between the Unit Rate and Total Amount (that is obtained by multiplying Unit Rate with Quantity), the unit rate shall prevail and the total amount shall be corrected accordingly. Similarly, if there is a discrepancy between words and figures, the amount quoted in words will prevail. If there is discrepancy between the percentage terms and calculated amount, the amount will be rectified by re-calculating the amount as per the

percentage terms. Any bidder who does not accept the said correction procedure, their bid will be rejected.”

3.4.10 For evaluation of the bids, B.C. Selling market rate of State Bank of India, CAG Branch, Kolkata, prevailing one day prior to the price bid opening or the latest rate available as on one day prior to the price bid opening will be considered. Where the time lag between the price bid opening and final decision exceeds three months, the rate of exchange prevailed on the date prior to the date of final decision will be adopted for Conversion in to single currency.

3.4.11 **Customs Duty:** In terms of Sl. No. 404 of the Customs Notification No.50/2017-Cus dated 30.06.2017, imports of the items specified in List 33 of the Notification are subject to levy of concessional rate of customs duty @5% (BCD Nil & IGST @5%) subject to conditions specified therein (Condition No. 48). However, this is subject to change as per Government guidelines and the provisions ruling at the time of tender closing will be applicable.

Similarly, the domestic supply of such goods would attract 5% GST (i.e. IGST or CGST & SGST/UTSGT) on submission of EC in terms of GST Notification No. 03/2017.

3.4.12 **Goods & Service Tax:** The bidder is to quote the rates/prices inclusive of all statutory liabilities, except the Goods & Service Tax(GST). GST as applicable shall be extra to OIL's account limiting to the rate quoted by the bidder until any statutory change takes place. However, the liability of payment of GST in case of Indian Bidder will rest on the Contractor while in case of foreign bidder not having any office in India; it will be Company's liability to pay the applicable amount of GST to the Competent Authorities.

3.5 PURCHASE PREFERENCE CLAUSES:

3.5.1 Purchase Preference to Micro and Small Enterprises:

3.5.2 Purchase Preference to Micro and Small Enterprises registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME.

3.5.3 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.

3.5.4 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.

3.5.5 In case any part of the work is sub-contracted to a Micro or Small Enterprise as per contract conditions then the contractor shall provide complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid registration certificate etc.) of the sub-contractor to OIL.

3.5.6 DOCUMENTATION REQUIRED TO BE SUBMITTED BY MSEs:

Copy of valid Registration Certificate, if bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centres or Khadi and

Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.

3.6 PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT) (PP-LC)

3.6.1 **Purchase preference policy-linked with Local Content (PP - LC) -Amended notified vide letter no. 20013/2/2017-FP-PNG dated 07.10.2019 of MoPNGof MoP&NG shall be applicable in this tender.**

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

3.6.3 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.

3.6.4 Where MSE is already L-1 in the tender evaluation, contract for L-1 portion shall be straightway awarded to MSE, without considering any Purchase Preference for PPLC bidder.

3.6.5 In case L-1 bidder is a PP-LC bidder, purchase preference shall be resorted to MSE bidder as per 'PPP for MSE-Order 2012'.

3.7 NOTES TO BEC:

- (i) All supporting documents/information as called for in compliance to various clauses of BEC above must be submitted along with the Technical Bid, failing which the Bid shall be liable for rejection.
- (ii) These supporting documents must be self-certified/digitally signed by Bidder's authorized person. Company also reserves the right to verify the original documents.
- (iii) The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Price Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days/ parameters for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.
- (iv) **The Bidder must submit the Check list-3.**

END OF BEC

&&&&

PROFORMA of Bank Guarantee towards Purchase Preference-Local Content

Ref. No. _____

Bank Guarantee No. _____

Dated _____

To
Oil India Limited

India

Dear Sirs,

1. In consideration of _____ (hereinafter referred to as OIL, which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. _____ dated _____ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s _____ having its registered/head office at _____ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and OIL having agreed that the CONTRACTOR shall furnish to OIL a Bank guarantee for India Rupees/US\$ _____ for the faithful fulfillment of conditions pertaining to Local Content in accordance with the value mentioned in the certificate of Local Content submitted by the contractor for claiming purchase preference under the Purchase Preference Policy (linked with Local Content).
2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay to OIL immediately on first demand in writing any / all money to the extent of Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in _____ words) _____) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by OIL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thin whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by OIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operating against the bank.
3. The Bank also agrees that OIL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that OIL may have in relation to the CONTRACTOR's liabilities.
4. The Bank further agrees the OIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in OIL against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relived from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part

Enclosure-2

of OIL or any indulgence by OIL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of OIL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till OIL discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of OIL or that of the CONTRACTOR.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.
9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs./US\$(in figures) _____ (Indian Rupees/US Dollars (in words) _____) and our guarantee shall remain in force until _____(indicate the date of expiry of bank guarantee).

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of OIL under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of OIL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this _____ date of _____ 20__ at _____

WITNESS NO.1

 (Signature)
 Full name and official address
 (In legible letters)
 Stamp

 (Signature)
 Full name, designation and address
 (In legible letters)
 with Bank

WITNESS NO.2

 (Signature)
 Full name and official address
 (in legible letters)
 Stamp

Attorney as power of
 Attorney no._____
 Dated_____