

OIL INDIA LIMITED
(A GOVT. OF INDIA ENTERPRISE)
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AMENDMENT NO. 2 DATED 24.12.2020 TO TENDER NO. CDH5866P21 FOR 'HIRING SERVICES FOR ACQUISITION OF 150 LKM 2D AND 150 SQKM 3D SEISMIC DATA IN OALP-III BLOCK: AA-ONHP-2018/3, DIMA-HASAO, ASSAM'.

This Amendment to Tender No. **CDH5866P21** is issued to notify the following:

- 1) **Bid Evaluation Criteria (BEC) under Part-2** of the original tender stands replaced with the **Revised Bid Evaluation Criteria** enclosed herewith as **Attachment-I**.

- 2) **'GeM Availability Report and Past Transaction Summary'** bearing Report ID: **GEM/GARPTS/24122020/FG41TRA6POQ4** is enclosed as **Attachment-II**.

All other Terms and Conditions of the Tender/Bid Document (Considering all previous Amendments/Addendums, if any) will remain unchanged.

Sd/-
(B. Brahma)
Sr. Manager – Contracts (G)
For Chief General Manager – Contracts

REVISED 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 EXPERIENCE OF THE BIDDER:

The Bidder must be incorporated in India and must maintain more than 20% local content for the offered services. With regard to calculation of local content and submission of documents during bidding & execution of contracts, provision of Purchase Preference Policy (Linked with Local Content) 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.

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

3.1.1.1 Bidders must have successfully completed onshore **2D seismic survey with a minimum cumulative total of 150 LKM and 150 SQKM of onshore 3D seismic survey OR 225 SQKM of onshore 3D seismic survey** in the last seven (07) years preceding the date of Original Bid Closing.

Bidders must submit documentary evidence as:

- (i) 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.

(ii) A copy of Certificate of Incorporation issued by Registrar of Companies (ROC)

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

Bidders must submit documentary evidence as:

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

OR

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

OR

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

3.1.2 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 **3.1.1** above.

3.1.2.1 Details of experience and past performance of the bidder 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 In case the Bidder is a Consortium of Companies (leader of the consortium should be incorporated in India and the Consortium shall maintain more than 20% local content as mentioned in clause 3.1.1 above), the following requirements must be satisfied by the Bidder:

3.1.3.1 The leader of the consortium has to satisfy the minimum experience requirement as per clause **3.1.1** above.

3.1.3.2 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.

- 3.1.3.3 Only the Leader of the consortium 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.
- 3.1.3.4 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.
- 3.1.3.5 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.
- 3.1.3.6 Any correspondence exchanged with the leader of consortium shall be binding on all the consortium members.
- 3.1.3.7 Payment shall be made by OIL only to the leader of the consortium towards fulfilment of contract obligations.
- 3.1.3.8 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.
- 3.1.3.9 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.
- 3.1.3.10 **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.
- 3.1.3.11 **Signing of Contract:** In the event of award of contract to the consortium, the contract to be signed by all the members of the consortium and the liability of each one of them shall be jointly and severely.

- 3.1.3.12 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.
- 3.1.3.13 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.
- 3.1.3.14 The MOU/Agreement should be legally valid i.e. it should be on a non-judicial stamp paper and notarised.

3.1.4 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 3.1.1 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 (**Supporting Company**) of the bidder should on its own meet the technical experience as aforesaid and should not rely on its sister subsidiary/co-subsidiary company or through any other arrangement like technical collaboration etc. In that case, as the subsidiary company is dependent upon the technical experience of the parent company or vice-versa, with a view to ensure commitment and involvement of the parent/subsidiary company for successful execution of the contract, the participating bidder must enclose an agreement, as per format furnished vide **Proforma-N**, between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee, as per format furnished vide **Proforma-O**, from the parent/subsidiary company to OIL for fulfilling the obligations under the agreement, along with the technical bid.

3.1.5 In case Bid is submitted on the basis of the Technical Experience of Sister Subsidiary/Co-Subsidiary Company:

Offers of those bidders who themselves do not meet the technical experience criteria stipulated in clause 3.1.1 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 directly owned 100% subsidiaries of an ultimate parent/holding company.
- (b) Provided that the sister subsidiary/co-subsidiary company on its own meets the technical experience criteria laid down in clause 3.1.1 above and not through any other arrangement like technical collaboration etc.
- (c) Provided that with a view to ensure commitment and involvement of the ultimate parent/holding company for successful execution of the contract, the participating bidder must submit an agreement, as per

format furnished, between them, their ultimate parent/holding company, along with the technical bid.

3.1.6 In the situations mentioned in clauses **3.1.4** and **3.1.5**, following conditions are required to be fulfilled/documents to be submitted:

3.1.6.1 Undertaking by Supporting 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.

3.1.6.2 Undertaking from the supporting 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 fails to submit Performance Bank Guarantee as per 3.1.5.1 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 /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 Checklist-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 Checklists-1A & 1B.**

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 Checklist-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 **Sixty (60) days** from the date of issue of LOA by Company as per the **Proforma-S** and Checklists-1A & 1B. 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 60 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 **INR 56.40 Crores** 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 INR 56.40 Crores** 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 **INR 28.20 Crores** 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 **INR 8.46 Crores** 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 minimum **INR 8.46 Crores** 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 (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 **INR 8.46 Crores** for the accounting year preceding the original bid closing date. Similarly, in case of consortium bidding the cumulative working capital should be minimum **INR 8.46 Crores** 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 Bid Capacity: The bidding capacity of the contractor should be equal to or more than the **INR 56.40 Crores**. The bidding capacity shall be worked out by the following formula:

$$\text{Bidding Capacity} = [A \times 1.5] - B$$

Where,

A = Maximum annual turnover in any one of the preceding three financial years. (3 FY's referred will be in line with clause 3.2.1 above)

B = Commitments in next twelve months from the date of expiry of the bid validity as per **Proforma-X**.

3.2.6 Debt equity ratio: Debt equity ratio of the bidder should not be more than **2:1** for the accounting year preceding the original bid closing date.

Debt equity ratio shall mean long term borrowings/ Net-worth.

3.2.7 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, Working Capital, & Debt Equity Ratio 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 as on the Original bid closing date as per format.

Notes:

i) For proof of Annual Turnover & Net worth, Working Capital, Bid Capacity & Debt Equity Ratio 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.

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, the bidder shall have to convert the figures in equivalent INR 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. 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.

3.2.8 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 documents need to be submitted along with the technical bid in support of the following:

i) **Annual Turnover** of the parent/ultimate parent/holding company in any of preceding three (3) financial years shall be minimum **INR 56.40 Crores**.

ii) **Net Worth** of the parent/ultimate parent / holding company should be minimum **INR 8.46 Crores** for the accounting year preceding the original bid closing date.

iii) Working capital should be minimum **INR 8.46 Crores** for the accounting year preceding the original bid closing date.

iv) The bidding capacity of the parent/ultimate parent / holding company should be equal to or more than the **INR 56.40 Crores**.

v) Debt equity ratio of the parent/ultimate parent / holding company should not be more than **2:1** for the accounting year preceding the original bid closing date.

- vi) 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.
- vii) The bidder is a subsidiary company of the parent/ultimate parent /holding parent company.

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 is not applicable against this tender. However, bidders shall submit along with their bid a signed "Bid Security Declaration" 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 to submit a performance security before the deadline defined in the NIT, they will be suspended for the period of two years. This suspension of two year shall be automatic without conducting any enquiry.**

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.

- 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 will rest on the Contractor.

3.5 PURCHASE PREFERENCE TO MICRO AND SMALL ENTERPRISES:

- 3.5.1 Categorisation 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 period up to the 31st day of March, 2021.

- 3.5.2 In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.

- 3.5.3 In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.

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

3.5.5 DOCUMENTATION REQUIRED TO BE SUBMITTED BY MSEs:

The bidder claiming as MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against this tender has to submit the following documents for availing the benefits applicable to MSEs:

- i. Udyam Registration Number with Udyam Registration Certificate.

Or

- ii. Proof of registration 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 Udyog Adhaar registration or registration with any other body specified by Ministry of MSME.

Note: In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur or Woman Entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur/Woman Entrepreneurs should also be enclosed.

3.6 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. [copy of the **notification is enclosed**]. Bidders to check the provisions of the Notification and their eligibility to bid and any claim on **Purchase preference**. Purchase preference will be applicable as per the Notification(s) and any amendment thereof.

- 3.6.1 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.**
- 3.6.2 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.
- 3.6.3 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.
- 3.6.4 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'.
- 3.6.5 In case of participation of MSE and LC vendor against the tender, MSE vendor will be given preference over LC bidder to match with L1 bidder as per Public Procurement Policy. MSE vendor will be evaluated with 15% PP and LC vendor will be evaluated with 20% PP as MSE vendor does not have Local Content conditions as per Public Procurement Policy and the PP-LC policy is not applicable for DMEP and MSME.

3.7 VERIFICATION AND CERTIFICATION OF DOCUMENTS BY INDEPENDENT THIRD PARTY INSPECTION AGENCIES:

3.7.1 Oil India Limited (OIL) has engaged the following 09 (Nine) Independent Inspection Agencies for a period of 04 (four) years with effect from 06.05.2020 to verify and certify various documents required against BEC/BRC of the tender:

Sl. No.	Name of Independent Inspection Agency	Contact E-mail ID

i.	M/s. RINA India Pvt. Ltd.	a. ssd@rina.org b. Andrea.Vattuone@rina.org
ii.	M/s. Dr. Amin Controllers Pvt. Ltd.	a. rkjain@rcaindia.net b. info@rcaindia.net
iii.	M/s. Germanischer Lloyd Industrial Services GmbH (DNV GL- Oil & Gas)	a. mangesh.gaonkar@dnvgl.com
iv.	M/s. TÜV SÜD South Asia Pvt. Ltd.	a. Jaimin.Bhatt@tuv-sud.in b. sanjaykumar.singh@tuv-sud.in c. Pankaj.Narkhede@tuv-sud.in d. Ajit.Yadav@tuv-sud.in
v.	M/s. IRCLASS Systems and Solutions Private Limited	a. abhishek.singh@irclass.org b. pradeep.bansal@irclass.org c. Asim.Hajwani@irclass.org d. Amit.Ketkar@irclass.org e. industrial_services@irclass.org
vi.	M/s. Gulf Llyods Industrial Services (India) Pvt. Ltd.	a. contact@gulflloyds.com b. bbhavsar@gulflloyds.com c. inspection@gulflloyds.com d. gulflloyds.india@gmail.com
vii.	M/s. TUV India Private Limited	a. salim@tuv-nord.com b. delhi@tuv_nord.com
viii.	M/s. TÜV Rheinland (India) Pvt. Ltd.	a. Shailesh.Deotale@ind.tuv.com b. ravi.kumar@ind.tuv.com c. rupeshkumar.singh@ind.tuv.com d. Neeraj.Chaturvedi@ind.tuv.com
ix.	M/s. Bureau Veritas (India) Private Limited	a. udit.chopra@bureauveritas.com b. vishal.sapale@bureauveritas.com c. dinesh.sukhramani@bureauveritas.com d. p.sridhar@bureauveritas.com e. hariprasad.jhavar@bureauveritas.com f. amit.shaw@bureauveritas.com g. business.support@bureauveritas.com h. labhanshu.sharma@bureauveritas.com i. pramodkumar.yadav@bureauveritas.com j. sonal.lad@bureauveritas.com k. bvindia.corporate@in.bureauveritas.com

3.7.2 The Bidders have to get verified and certified the various documents required against BEC/BRC of the tender by anyone 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.

- 3.7.3 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 normally considered. However, in case a bidder submits its bid along with 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 seven (7) days of actual 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 seven (7) days of actual bid opening at its own risk and responsibility. If a bidder does not submit the undertaking towards submission of third party certification within 7 days from date of Bid Closing date, but certified document reaches us within the cut-off date of above seven (7) days, then such bids shall be considered.
- 3.7.4 The methodology of inspection/ verification of documents followed by the agencies 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 Rejection & Bid Evaluation 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 categorized as under:
 - i. **General Requirement:**
 - Check Bidder's PAN Card
 - Check Bidder's GST Certificate
 - Check ITR of company – last three years (minimum)
 - Check Bidder's Certificate of Incorporation – Domestic Bidder.

ii. Additional Documents : (If applicable against the tender)

- Joint Ventures Agreements – To Double-check with JV Partners
- Consortium Agreements – To Double-check with Consortium Partners
- Holding/ Parent/Subsidiary Company – To check the notarized Share Holding pattern
- Technical Collaboration- To check the MoUs etc.

iii. Technical Criteria

- To check Experience Proof
- To Check the Completion Certificates – Letter of Appreciations of proper Execution
- Reference contact verification and true copy verification
- To check Original Work Order/Contract Copy
- To check any other document(s), if called for vide BEC/BRC of the Tender.

iv. Financial Criteria

- Check and verify Audited Balance Sheet/CA certificate – Turnover & Net Worth.
- Check Notarization validity, if any
- To check the Line of Credit, if incorporated in the tender.

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

3.8 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

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Report ID: GEM/GARPTS/24122020/FG41TRA6P0Q4

Report Name: OIL INDIA

Generated By: Arup Jyoti Sarmah , OIL INDIA Limited , Ministry of Petroleum and Natural Gas

Generated On: 24/12/2020

Valid till: 23/01/2021

GeM Availability Report and Past Transaction Summary

GeM Availability Report and past transaction summary report is generated based on the specifications searched by the Buyer. The specification may be modified appropriately for searching relevant categories on GeM. Buyer may navigate to GeM category page by clicking on the category link to view category specifications and products/services available in the category.

Order Count and Order Value displayed is on a cumulative basis since GeM inception.

1. Search String: ACQUISITION OF SEISMIC DATA

Search type: Service

Search Result: Category not available on GeM for the text string searched by the buyer.

This is a one-time requirement hence new category creation is not proposed / or requirement is recurring but request for new category creation will be submitted separately post generation of GeMARPTS.