

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

CORRIGENDUM NO. 3 DATED 05.06.2021 TO E-TENDER NO. CDG6686P22 for 'Hiring of the services of Hydro-Fracturing in 10 (Ten) nos. of wells located in oil fields of Assam including supply of chemicals and consumables for a period of 01 (One) year 06 (Six) months'.

This Corrigendum is issued to notify the following changes:

1. The following documents are newly uploaded in the “Amendments” folder in E-portal as a replacement of the earlier:
 - BEC Checklist revised
 - Commercial Checklist revised

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

CHECKLIST FOR BEC

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

Clause No.	Description	Reference File No. and Page No. of Bidder's Quote	Provided	Not Provided
I.	<u>BID EVALUATION CRITERIA (BEC):</u> The bid shall conform generally to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements shall have to be particularly met by the Bidders without which the same shall be considered as non-responsive and rejected. All the documents related to BEC must be submitted along with the techno-commercial Bid.			
1.0	<u>TECHNICAL REJECTION CRITERIA:</u> 1.1 EXPERIENCE: The bidder shall have experience of completing at least 05 (Five) nos. of hydro-fracturing jobs for oil/gas wells during the last 07 (Seven) years reckoned from the original bid closing date. Any 01 (One) job out of the total 5 (Five) jobs submitted against experience, that the bidder has executed, must qualify for any of the 02 (Two) following criteria out of the 03 (Three): a) Job completed in a minimum Measured Well depth of 3500 m or deeper (11,480 ft or deeper); Depth to be measured from MSL (Mean Sea Level) in case of offshore wells and GLE (Ground Level Elevation) in case of onshore wells. b) Job completed in wells with Geo			

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	<p>thermal/target reservoir temperature equal to or greater than 150 deg. C.</p> <p>c) Job completed in wells with Surface Fracture pressure of 9000 psi or more.</p> <p><u>Notes to BEC Clause 1.1 above:</u></p> <p>a) The vintage of all major equipment offered (i.e. pumping unit and blender unit) shall not be more than 08 (Eight) years to be reckoned from the original bid closing date. In support of vintage of offered equipment(s), the bidder shall submit an undertaking confirming that the offered equipment (i.e. pumping unit and blender unit) are manufactured not before 08 (Eight) years to be reckoned from the original bid closing date. Documentary evidence of vintage must be submitted to OIL at the time of mobilization/commissioning failing which mobilization shall not be treated as complete.</p> <p style="text-align: center;">or</p> <p>In case any of the major equipment (i.e., pumping unit and blender unit) offered by the bidder does not qualify the aforementioned vintage criteria, the bidder shall have to submit an Undertaking along with their Technical Bid that they shall get such equipment inspected/verified and certified by any of the OIL's authorized/recognized third party inspecting agencies viz; M/s Lloyds or M/s Bureau Veritas or M/s RITES or M/s IRS or M/s DNV or M/s Tuboscope Vetco confirming the Residual Life of such equipment is at least 03 (Three) years from the date of mobilization at site. To this effect, the Contractor must submit the relevant documents (i.e., duly signed & sealed TPI certificate, Commissioning Report & Registration Certificate of the equipment) to OIL before commencing operations under the contract.</p> <p>b) In support of the experience criteria of</p>			
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	<p>Clause No. 1.1 above, the bidder must furnish the following documentary evidences self-certified, in the form of:</p> <p>i. Copies of Relevant pages of the contract document showing Contract Number, period of contract and detailed Scope of work etc.</p> <p>ii. Copies of completion Certificate(s) or payment certificate(s) or Daily Progress Report(s) or any other documents which substantiates completion of the required jobs, issued by the client(s) with contact details of the issuing person/organization (e-mail address, Phone Number, Fax number etc.).</p>			
<p>2.0</p>	<p><u>BIDDERS QUOTING UNDER THE FOLLOWING CATEGORIES:</u></p>			
<p>2.1</p>	<p><u>BID FROM INDIAN COMPANY/INDIAN JOINT VENTURE COMPANY WITH TECHNICAL COLLABORATION/JOINT VENTURE PARTNER</u></p> <p>(a) The primary bidder shall have the experience of successfully completing at least 01 (One) no. of contract on its own independently for providing oilfield services relating to oil and gas well operations like drilling/workover/matrix acidization/well stimulation/sand control, during the last 07 (Seven) years to be reckoned from the original bid closing date. In support of the experience, the bidder shall submit documentary evidences as per <u>Notes to BEC Clause 1.1 above.</u></p> <p>(b) Only the independent experience of the primary bidder shall be considered for the purpose of this tender. The experience of the primary bidders with other firms/JV partner/subcontracting/under supervision of either client or other professionals will not be qualified.</p> <p>(c) The Technical Collaborator/Joint Venture Partner at its own shall meet the experience criteria Clause No. 1.1 above. The</p>			

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	<p>experience of the Technical Collaborator/Joint Venture Partner with other firms shall not be qualified. In this regard, the documents establishing experience of the Technical Collaborator/Joint Venture Partner shall be submitted as per <u>Notes to BEC Clause 1.1 above.</u></p> <p><u>(d) Indian bidders quoting based on technical collaboration/joint venture, shall submit a duly Notarized Memorandum of Understanding (MOU)/Agreement with their technical collaborator/joint venture partner clearly indicating their roles and responsibilities under the scope of work which shall be addressed to OIL and shall remain valid and binding for the contract period under this tender and the period under the framework agreement.</u></p> <p><u>Notes:</u></p> <p>(i) Any party who is extending support to the bidder 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.</p> <p>(ii) Number of companies involved in Joint Venture Partnership/Technical Collaboration for bidding should not be more than three including the Subsidiaries, Parent Company.</p>			
<p>2.2</p>	<p><u>BID FROM CONSORTIUM OF COMPANIES:</u></p> <p>In case the bidder is a Consortium of Companies, the following requirement should be satisfied by the bidder:</p> <p>(a) The leader of the consortium shall satisfy the minimum experience requirement</p>			

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	<p>as per Clause No. 1.1 or Clause No. 2.1 (a) above.</p> <p>(b) If the leader of the consortium meets Clause No. 2.1 (a) but does not meet the requirement as per Clause No. 1.1 above, then any of the consortium members shall individually meet Clause No. 1.1.</p> <p>(c) Consortium bids shall be submitted with a Memorandum of Understanding among the consortium members duly executed by the Authorized Executives of the consortium members and notarized. This MOU must accompany the bid which should clearly define the 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:</p> <p>(i) Only the leader of the consortium shall 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.</p> <p>(ii) The performance security shall be in the name of the leader on behalf of the consortium.</p>			
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	<p>(iii) 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.</p> <p>(iv) Any correspondence exchanged with the leader of consortium shall be binding on all the consortium/joint venture members.</p> <p>(v) Payment shall be made by OIL only to the leader of the consortium towards fulfilment of contract obligations.</p> <p>(vi) OIL may consider direct payment to individual consortium members, provided the consortium, so formed is with sister subsidiary/co-subsiidiary companies having the same parent/holding company or within the same ultimate parent/holding company and is complied with the terms of the Circular No. 07/2016 dated 07th March, 2016 issued by the Central Board of Direct Taxes (CBDT). Besides, for direct payment required for their part of scope of works, the same should be clearly indicated in the bid as well as MoU along with member-wise details of price break-up.</p> <p>(vii) 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.</p> <p>(viii) Documents/details submitted with the bidding document pertaining to qualification must be furnished by each partner/member of consortium and should be complete in all respects clearly bringing up their experience especially in the form of work in their scope.</p>			
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(ix) **Constitution of Consortium:** The members of the consortium should not be more than three. 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.

x) **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.

xi) Members of the consortium are not allowed to quote separately/independently against this tender. All the bids received in such case shall be summarily rejected. Further, all bids from parties with technical support from the same Principal shall be rejected.

xii) 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 authorizing designated executives of each company to sign in the MOU to be provided along with the technical bid.

xiii) The MOU/Agreement should be legally valid i.e. it should be on a non-judicial stamp paper and notarized. In case of involvement of overseas bidder/consortium partner, the MOU/Agreement should be notarized/endorsed by Indian Embassy.

Note: Bidder(s) quoting in

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	<p>collaboration/joint venture partnership/consortium with any firm are not allowed to quote separately/independently against this tender. The collaborator is also not allowed to quote separately/independently against this tender. All such bids including the partnership bids shall be summarily rejected against the tender.</p>			
<p>2.3</p>	<p><u>ELIGIBILITY CRITERIA IN CASE BID IS SUBMITTED ON THE BASIS OF THE TECHNICAL EXPERIENCE OF THE PARENT/SUBSIDIARY COMPANY</u></p> <p>Offers of those bidders who themselves do not meet the experience criteria as stipulated in Clause No. 1.1 above can also be considered provided the bidder is a subsidiary company of the parent company [supporting company] in which the parent company has 100% stake or parent company can also be considered on the strength of its 100% subsidiary [supporting company]. However, the parent/subsidiary company of the bidder should on its own meet the experience as stipulated in the BEC and should not rely for meeting the experience criteria on its sister subsidiary/co-subsidiary company or through any other arrangement like technical collaboration agreement. In that case as the subsidiary company is dependent upon the experience of the parent company or vice-versa with a view to ensure commitment and involvement of the parent/subsidiary company for successful execution of the contract, the participating bidder should enclose an agreement (as per format enclosed as PROFORMA-XVIII between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee (as per format enclosed as PROFORMA-XIX from the parent/subsidiary company to OIL for fulfilling the obligation under the Agreement, along with the Technical bid.</p>			
<p>2.4</p>	<p><u>IN CASE BID IS SUBMITTED ON THE</u></p>			

BASIS OF THE TECHNICAL EXPERIENCE OF SISTER SUBSIDIARY/CO-SUBSIDIARY COMPANY

Offers of those bidders who themselves do not meet the technical experience criteria as stipulated in Clause No. 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 conditions as stipulated in Para (a) and (b) below:

(a) The sister subsidiary/co-subsubsidiary company and the bidding company are both directly or indirectly owned 100% subsidiaries of an ultimate parent/holding company.

(b) The sister subsidiary/co-subsubsidiary company on its own meets the technical experience criteria laid down in Clause No. 1.1 above and not through any other arrangement like technical collaboration etc.

(c) 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.

In the situations mentioned in Clause No. 2.3 and 2.4 above, following conditions are required to be fulfilled/documents to be submitted:

(i) Undertaking by the supporting company to provide a Performance Security (as per format and instructions enclosed at **PROFORMA-XX**), equivalent to 50% of the value of the Performance Security which is to be submitted by the bidding company, in

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	<p>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 performance security amount required to be submitted by the supporting company. In such case bidding company shall furnish an undertaking that their foreign based supporting company is not having any permanent establishment in India in terms of Income Tax Act of India.</p> <p>(ii) 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.</p>			
2.5	<u>Bidders quoting under the categories as mentioned under Clause Nos. 2.1, 2.2 and 2.3 above should provide the respective services including key personnel for a minimum duration of 80% of the contract period during execution of the contract. A declaration as per PROFORMA-XXI in this respect to be submitted as part of technical bid.</u>			
3.0	<u>MOBILISATION TIME:</u> <u>PHASE-I: STUDY AND SUBMISSION OF REPORT</u> During Phase-1, the contractor shall complete collection of available G&G and Engg. data within 30 (Thirty) days from the date of issuance of LOA. Simultaneously, the contractor shall complete submission of detailed feasibility study, selection of wells, prioritizing/ranking, designs the Hydro-fracturing jobs and selection of artificial lift mechanism. Report preparation and			

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presentation at Duliajan or through VC including suggestions for well preparation which is mutually agreed by the contractor and Company prior to execution of Hydro-fracturing for the first set and additional well data as per 2.5 of section-II (TOR/SOW) within 90 (Ninety) days from the date of issuance of LOA.

PHASE II: MOBILIZATION FOR FIRST 05 NOS. CANDIDATE WELLS

During phase-II of the contract, the mobilization of equipment, personnel etc. (including packers and accessories) including all chemicals as mentioned in Section-II should be completed by Contractor within 180 (One-Hundred Eighty) days from the date of issuance of LOA.

PHASE-III: MOBILIZATION FOR REMAINING 05 NOS. CANDIDATE WELLS

During phase-III of the contract, the mobilization of equipment, personnel etc. (including packers and accessories) including all chemicals as mentioned in Section-II should be completed by Contractor within 180 (One-Hundred Eighty) days from the date of issuance of Mobilization Notice.

NOTE: The bidders must confirm their compliance in their “Technical” bid to complete the mobilization of all the above phases within the stipulated time as mentioned above. Offers without confirmation of stipulated mobilization time or with mobilization time more than stipulated time will be summarily rejected. The bidder shall confirm compliance of this in their technical bid.

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<p>4.0</p>	<p><u>FINANCIAL REJECTION CRITERIA:</u></p> <p>4.1 The bidder shall have an annual financial turnover of minimum Rs. 14.12 Crore (or equivalent USD 19,06,600) during any of the preceding 03 (three) financial/accounting years reckoned from the original bid closing date.</p> <p>4.2 In case of Consortium of companies, any one of the Consortium member shall have an annual financial turnover of minimum Rs. 14.12 Crore (or equivalent USD 19,06,600) 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. 7.06 Crore (or equivalent USD 9,53,300) 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.</p> <p>4.3 Net worth of bidder should be Rs. 4.24 crore (or equivalent USD 5,72,500) as per immediate preceding audited financial year result. In case of consortium bidding net worth for all the consortium members should be positive and the members of the consortium collectively should meet the net worth equal to Rs. 4.24 crore (or equivalent to USD 5,72,500) as per immediate preceding audited financial year result.</p> <p>4.4 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</p>			
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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 as per **PROFORMA-X** 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.

NOTE:

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

i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **PROFORMA-XVII.**

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

OR

ii) Audited Balance Sheet along with Profit & Loss account. In case of foreign bidders, self-attested/digitally signed printed published accounts are also acceptable.

(b) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available.

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	<p>However, bidder to provide documentary evidence for the same.</p> <p>4.5 In case the bidder is a subsidiary company (should be a 100% subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits bid based on the financial strength of its parent/ultimate parent/holding company, then following documents need to be submitted along with the technical bid:</p> <p>(i) Audited Balance Sheet and Profit Loss Account of the parent/ultimate parent/holding company.</p> <p>(i) Documents proving that Net worth of the parent/ultimate parent company is Rs. 4.24 crore (or equivalent USD 5,72,500) for the accounting year preceding the bid closing date”.</p> <p>(ii) Documents to substantiate that the bidder is a 100% subsidiary company of the parent/ultimate/holding parent company.</p> <p>(iii) Corporate Guarantee on parent/ultimate parent/holding company’s letter head signed by an authorized official undertaking that they would financially support their subsidiary company for executing the project/job in case the same is awarded to them.</p> <p>4.6 In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR or USD, the bidder shall have to convert the figures in equivalent INR or USD 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 USD.</p> <p><u>NOTES: OIL reserves the right to ask for any Original or other relevant document to verify the certification.</u></p>			
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<p>5.0</p>	<p><u>COMMERCIAL EVALUATION CRITERIA:</u></p> <p>5.1 Bids shall be submitted under single stage Two Bid System i.e. Technical Bid and Priced Bid separately in the OIL's e-Tender portal. The Technical Bid is to be uploaded as per Scope of Work & Technical Specification of the tender in “Technical Attachments” Tab and Priced Bid as per Proforma-B uploaded in the “Notes & Attachments” Tab. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two-bid system shall be rejected outright.</p> <p>5.2 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.</p> <p>5.3 Bids should be valid for a period of 120 (one-hundred twenty) days. Bids with shorter validity shall be rejected as being non-responsive.</p> <p>5.4 Bid Security is not applicable against this tender. However, bidders shall submit along with their bid a signed “Bid Security Declaration” (PROFORMA-V) accepting that, if they withdraw or modify their bids during the period of validity; or if they are awarded the contract and they fail to sign the contract; or if they fail to submit performance security before the deadline defined in the NIT; they shall be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.</p> <p>5.5 The Integrity Pact must be uploaded in OIL's E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their</p>			
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	<p>bid shall be rejected.</p> <p>5.6 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.</p> <p>5.7 The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids shall not be considered and shall be straightway rejected.</p> <p>5.8 Any physical documents wherever called for, submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the person or persons who has/have digitally signed the Bid.</p> <p>5.9 Any Bid containing false statement shall be rejected.</p> <p>5.10 Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format" of Bid Document, otherwise the Bid shall be summarily rejected.</p> <p>5.11 Bidders shall quote directly and not through their Agent/ Representative/Retainer/Associate.</p> <p>5.12 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid shall be rejected:</p> <ul style="list-style-type: none">i) Performance Security Clauseii) Taxes Clauseiii) Insurance Clauseiv) Force Majeure Clausev) Termination Clausevi) Arbitration Clausevii) Liability Clause			
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	<p>viii) Withholding Clause ix) Liquidated damages Clause x) Firm price xi) Bid Security Declaration xii) Integrity Pact</p>			
<p>6.0</p>	<p><u>PRICE EVALUATION CRITERIA:</u></p> <p>The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjected to bid evaluation criteria shall be considered for further evaluation as per the price evaluation criteria given below:</p> <p>6.1 If there is any discrepancy between the unit price and the total price, the unit price shall prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and shall be adopted for evaluation.</p> <p>6.2 For conversion of foreign currency into Indian currency for evaluation of Bids, B.C. selling (Market) rate declared by State Bank of India, CAG Branch, Kolkata, one day prior to the date of priced bid opening shall be considered. However, if the time lag between the opening of the bids and final decision exceeds 03 (Three) months, then B.C. Selling (Market) rate of exchange declared by SBI on the date prior to the date of final decision shall be adopted for conversion and evaluation.</p> <p>6.3 The contract shall be signed with successful bidder for the required services as per ‘Scope of Work’ of the IFB.</p> <p>6.4 The bidders must quote their rates in the manner as called for vide “Schedule of Rates” under Section - IV and the summarized price schedule format vide enclosed Proforma-B.</p> <p>6.5 The quantities shown against each</p>			

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item in the “Price Bid Format (i.e. in Proforma-B)” shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days/parameters for various operations are only for the purpose of evaluation of the bid and the Contractor shall be paid on the basis of the actual number of days/parameter, as the case may be.

6.6 To ascertain the inter-se-ranking, the comparison of the responsive bids shall be made subject to loading for any deviation. Commercial Bids shall be evaluated taking into account the rates quoted in the **Price Bid Format** as per 'Proforma-B'.

6.7 Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services including applicable GST (CGST & SGST/UTGST or IGST).

6.8 OIL shall prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

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

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

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

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	<p>emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts shall be binding on the bidder.</p> <p>6.10 Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids shall be evaluated based on total price including GST.</p> <p>6.11 Based on the evaluation of techno-commercially qualified bidders, the job shall be awarded to L-1 bidder.</p>			
7.0	<p><u>GENERAL:</u></p> <p>7.1 In case bidder takes exception to any clause of bid document not covered under BEC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the Company shall be final and binding on the bidders.</p> <p>7.2 To ascertain the substantial responsiveness of the Bid the Company reserves the right to ask the bidder for clarification in respect of clauses under BEC also and such clarifications fulfilling the BEC clauses in toto must be received on or before the deadline given by the Company, failing which the offer shall be summarily rejected.</p> <p>7.3 If any of the clauses in the BEC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BEC shall prevail.</p>			
8.0	<p><u>PURCHASE PREFERENCE CLAUSE:</u></p> <p>Purchase Preference to Micro and Small Enterprises registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small</p>			

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	<p>Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME:</p> <p>8.1 In case participating MSEs Quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.</p> <p>8.2 In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.</p> <p>8.3 <u>Documentation required to be submitted by MSEs:</u></p> <p>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 ENTERPRISE.</p> <p>Bidders claiming the MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against this tender has to submit the following document along with the technical bid for availing the benefits applicable to MSEs:</p> <p>Udyam Registration Number with Udyam Registration Certificate.</p> <p>Note: In case bidding MSE is owned by Schedule Caste or Schedule Tribe or Woman entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur/Woman entrepreneur should also be enclosed.</p> <p>Provisions such as seeking support from another company by way of Technical Collaboration, submission of JV/consortium</p>			
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	<p>bid etc., wherever allowed in the tender document shall be available to all interested bidders including MSEs. In those scenarios, MSE quoting on the strength of Technical Collaborators shall be eligible for the benefits reserved for MSEs (i.e. purchase preference). However, in case of submission of JV/consortium bids by MSEs (i.e. purchase preference), the MSE bidder shall have to rely on their own strength or on the strength of another MSE only to meet the various tender requirement including technical and financial evaluation criteria. Further, in case of bid from incorporated JV/consortium, in order to avail the benefits, all the members of the bidder i.e. incorporated JV/consortium shall have to be MSE.</p>			
<p>9.0</p>	<p><u>PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT) (PP-LC):</u> Purchase preference policy-linked with Local Content (PP-LC) notified vide letter no. FP-20013/2/2017-FP-PNG dated 17th November, 2020 of MoPNG shall be applicable in this tender. Bidders to check the provisions of the Notification for their eligibility to bid and seek benefits for Purchase preference, accordingly. Purchase preference shall be applicable as per the Notification(s) and any amendment thereof.</p> <p>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.</p> <p>In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs - Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy. Where both MSE and PPLC bidder(s) are entitled to Purchase Preference and neither of them is</p>			

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	<p>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.</p>			
<p>10.0</p>	<p>AWARD OF CONTRACT: The contract for hiring of the services of Hydro-Fracturing in 10 (Ten) nos. of wells shall be awarded as below:</p> <p>Note: Bidder to categorically confirm under which policy i.e. PP-LC or MSME, they want to avail the benefit and to submit requisite document/certificate in support to avail this benefit. The bids shall be evaluated based on their declaration. No benefit shall be given if the bid is submitted without any above declaration along with supporting document as per the respective policies.</p> <p>A. <u>L-1 bidder is a MSE bidder</u></p> <p>In case if the L1 bidder is a MSE bidder, the contract for hiring of the services of Hydro-Fracturing in 10 (Ten) nos. of wells shall be awarded to L1 MSE bidder.</p> <p>B. <u>L-1 Bidder is other than MSE</u></p> <p>In case if the L1 bidder is non MSE and is not a Class I PPLC bidder, then preference shall be given to the lowest eligible MSE bidder falling within the price band of L1+15%. If such MSE bidder agrees to match the price of L1 bidder, then the contract for hiring of the services of Hydro-Fracturing in 10 (Ten) nos. of wells shall be awarded, else offer shall be given to the next higher MSE bidder within price band of L1+15% and so on. If none of the MSE bidders within price band of L1+15% accept the L1 price, then preference shall be given</p>			

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	<p>to the lowest eligible Class I PPLC bidder falling within the price band of L1+20%. If such Class I PPLC bidder agrees to match the price of L1 bidder, then the contract for hiring of the services of Hydro-Fracturing in 10 (Ten) nos. of wells shall be awarded, else offer shall be given to the next higher Class I PPLC bidder within price band of L1+20% and so on. In case none of the Class I PPLC bidder within price band of L1+20% accept the L1 price, then the contract shall be awarded to L1 bidder.</p>			
<p>11.0</p>	<p>THIRD PARTY INSPECTION: Oil India Limited (OIL) has engaged 09 (Nine) Independent Inspection Agencies to verify and certify of various documents required against BEC/BRC of the tender. The list of these Independent Inspection Agencies along with their email ID's is attached as Annexure-II.</p> <p>11.1 The Bidders have to get verified and certified the various documents required against BEC/BRC of the tender by any one of the above Independent Inspection Agencies and submit the duly certified Inspection Certificate by the Inspection Agencies along with the Technical Bid of the Tender. All Charges of the Third-Party Independent Inspection Agencies towards verification of bidder's documents and certification thereof shall be borne by the respective bidders and payments on account of above inspection, verification and certification shall be made directly by the Bidder to the Inspection Agency(s). OIL shall not be responsible for any payment dispute between Bidders and Third Party Inspection Agencies.</p> <p>11.2 As mentioned above, Bidder(s) have to submit the verified documents along with the Technical Bids. Bid submitted with un-verified supporting documents shall not be considered. However, in case a bidder submits its bid alongwith all relevant supporting documents as per BEC/BRC</p>			

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without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered provided it is accompanied by an Undertaking by the Bidder on their official letterhead to submit the duly verified copies/verification certificate within 07 (Seven) days of bid opening. Company shall neither send any reminder nor seek any clarification in this regard from such bidders, and the bid shall be rejected outright if the bidder fails to submit the verified copies/verification certificate within 07 (Seven) days of bid opening at its own risk and responsibility.

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

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

(b) The prospective bidder shall contact any of the empanelled inspection agencies. The agency shall go through the Tender Document, especially the requirements of BEC/BRC and list the documents to be verified. They shall depute their

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

COMMERCIAL CHECK LIST

Bidder's Name: _____

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This Questionnaire duly filled in should be returned along with each copy of Un-priced Bid. Clauses confirmed hereunder should not be repeated in the Bid.

Sl. No.	Description	Bidder's Confirmation
1.	Bidding structure	
2.	Bidder's name and address:	
3.	It is noted that deviations to Terms & Conditions shall lead to rejection of offer, as specified in the Tender.	
4.	Ensure and confirm that prices quoted in 'Schedule of Rates', are for complete scope of work as defined in the tender	
5.	Indicate SAC Code Indicate rate of GST applicable.	SAC Code: GST%
6.	EMD Details: Whether Bid Securing Declaration submitted	
7.	Confirm to Submit PBG as per Tender requirement	
8.	Confirm that the offer shall remain valid for acceptance up to 120 (One Hundred Twenty) days from original Bid Due Date/Date of opening of bids.	
9.	Whether Mobilization and Completion period of contract is complied?	
10.	Whether Integrity Pact Submitted (if applicable)?	
11.	Confirm that quoted prices shall	

	remain firm and fixed until completion of the contract, except as otherwise mentioned in the bid document.	
12.	Confirm that you have submitted all documents as mentioned in the Tender/Annexures	
13.	Confirm acceptance to all terms & conditions of the Tender.	
14.	Confirm that all correspondence must be in English Language only.	
15.	Indicate Name & Contact No. (Telephone/Fax/E-mail) of person signing the bid.	Name: Contact No.: Fax: Email:
16.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
17.	Please indicate the following: (i) PAN No. (ii) GST Regn. No.	

Bidder confirms that in case of conflicting version of various terms & conditions at different places, the confirmation furnished as above shall be considered overriding and final and any other deviation indicated elsewhere shall be treated as redundant.

Signature _____

Name _____

Designation _____

Office Stamp _____