

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

CORRIGENDUM NO. 3 DATED 21.06.2021 TO E-TENDER NO. CDH7193P22 for 'Hiring of consultancy services for formulating suitable business models for Production Enhancement Contract (PEC) in form of collaboration with other E&P players/technology provider for operations management/field development including facility augmentation/technology induction on revenue sharing/participating interest basis, finalization of the tender document(s) for Production Enhancement Contract (PEC) in the form of identified business model, technical evaluation of offers against the tender'..

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

1. The following document has been newly uploaded in the “Amendments” folder in E-portal:
 - OIL’s response to the queries of the Pre-Bid conference held on 16.06.2021.

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

OIL's response to the queries of the Pre-Bid conference held on 16.06.2021 against IFB No. CDH7193P22 for 'Hiring of consultancy services for formulating suitable business models for Production Enhancement Contract (PEC) in form of collaboration with other E&P players/technology provider for operations management/field development including facility augmentation/technology induction on revenue sharing/participating interest basis, finalization of the tender document(s) for Production Enhancement Contract (PEC) in the form of identified business model, technical evaluation of offers against the tender'.

Sl No.	Section	Clause No.	Subject	Bidder M/s KPMG's Query	Reply
1	Notes to BEC Clause 1.1 above and 4.0 below	D	<p>II. In case work experience is not against OIL's Contract: Bidder must submit the following:</p> <p>i) Contract document showing details of work, and</p> <p>ii) Job Completion Certificate showing:</p> <p>(a) Quantity of job done</p> <p>(b) Nature of job done and work order no./Contract no.</p>	<p>As per the above clause, OIL India has requested for submission of LOI/EL/WO and Completion certificates for the credentials submitted under this clause for non-OIL contracts. However, there are several assignments wherein the consultant might have signed a prior Non-Disclosure Agreement (NDA) with their Client and would not be able to share the signed contracts/LOI/Engagement letter and Completion certificates as part of the bid submission. Hence, we would request Client to consider self certification by Client's senior management (CEO/MD/COO) for completion of the job. The self certification can be further reviewed and certified by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number) and may clearly mention the following details:</p> <ul style="list-style-type: none"> ▪ Brief of work ▪ Contract Period ▪ Value of work executed ▪ Client's references with contact details <p>This is a very standard clause and is being followed in all; recent RFP's by MoPNG as well as Maharatna and Navratna PSU's such as (ONGC, IOCL, HPCL, GAIL and others)</p>	Not agreed.

			<p>(c) Contract period and date of completion or</p> <p>ii) SES (Service Entry Sheet)/Certificate of Payment (COP) issued by the company indicating the following:</p> <p>(a) Work order no./Contract no.</p> <p>(b) Quantity done</p> <p>(c) Period of service</p> <p>(d) Nature of service</p>		
2	Note to BEC clause 1.1 above and 4.0 below	A	<p>‘SIMILAR WORK’ mentioned in para 1.1 above means experience of successfully completing consulting assignment(s) related to business model</p>	<p>For qualification against this clause the consultant can also showcase some of the similar projects executed Globally which would fall under a separate member firm and hence</p>	<p>Experience of Subsidiary or parent company may be considered for experience of more than one contract. However the bidder at its own shall have to meet the experience criteria as mentioned in BEC clause 1.1.</p> <p>Necessary clause regarding the same shall be incorporated in</p>

			of Production Enhancement Contracts (PEC) in upstream oil and gas sector for oil or gas fields.	<p>legal entity of the Consultant. Hence, we would request Client to kindly consider credentials from sublicensee/ member of same network of firms to be permissible provided a undertaking to be provided by the authorized signatory of the bidder clearly stating the relationship between the two entities and that they will be able to draw resources/ expertise from them as and when required to fulfill the commitments.</p> <p>This is a very common clause and has been included in all recent PSU tenders</p>	BEC/BRC.
3	Quality & Cost Based Selection (QCBS)- Scoring and Evaluation Criteria.	4.0	Experience of successfully executing/completing consulting assignment(s) related to business model of Production Enhancement Contracts (PEC) under a single contract in upstream oil and gas sector for oil or gas fields/part of oil or gas field/cluster of oil or gas wells, during the last 07 (Seven) years reckoned from	<p>We understand that the main objective of the Client here is to evaluate the experience of the consultant related to PEC contracts hence, would request Client to kindly make the scoring against this clause more proportionate. We request you to kindly consider the following:</p> <p>05 or more consulting contracts – 30 marks 3-4 or more consulting contracts – 25 marks 1-2 or more consulting contracts – 10 marks</p>	<p>Scoring shall be modified as given below for Clause No. 4.0 (QCBS) of BEC BRC:</p> <ul style="list-style-type: none"> ➤ For 2.a) of QCBS – 30 marks ➤ For 2.b) of QCBS – 22 marks ➤ For 2.c) of QCBS – 15 marks

			the original bid closing date.		
4	QUALITY & COST BASED SELECTION (QCBS)- SCORING AND EVALUATION CRITERIA	3.2	Core team Members (Minimum three members)	Request Client to kindly consider overall experience of 5 years instead of minimum eight (08) years of experience	Clause shall be modified as given below in Clause No. 4.0 (QCBS) 3.2 of BEC/BRC, Part-III SCC SI No. 12 and Checklist for BEC: Core team Members (Minimum three members): MBA/CA/CMA/M.Com./M.Sc./M. Tech or equivalent qualified with minimum five (05) years of experience in handling Financial/M&A advisory assignments and must have worked in 02 (Two) numbers of completed financial/M&A assignments in upstream oil and gas international transaction.
5	QUALITY & COST BASED SELECTION (QCBS)- SCORING AND EVALUATION CRITERIA	General 1	General	To make the bid process more competitive and to ensure that the consultant has the right understanding of scope, robust approach methodology as well as workplan to execute the project as per the desired scope. We request Client to kindly allot a 25-30 marks on a "Technical presentation" by the consultant to the Client's evaluation committee which can be scheduled right after bid submission. This is common practice followed in similar	Not Agreed.

				tender especially the ones which involves selection of consultant for any strategic initiative. Client to kindly consider the same.	
6	QUALITY & COST BASED SELECTION (QCBS)- SCORING AND EVALUATION CRITERIA	General 1	General	We would earnestly request Client to kindly consider a 70:30 weightage on technical: financial score rather than the present approach of 60:40.	Not Agreed
7	Due date of submission			We would earnestly request extension of due date of submission by two weeks in order for us to complete all mandatory internal risk processes and approvals.	Shall be extended for 01 (One) week after uploading the changes in the tender.
8	GCC	1.2.2	Contractor: “Shall mean the person or persons, firm or COMPANY or corporation incorporated in India or abroad, who has been awarded with	We would request OIL to make the following changes in the clause: “Shall mean the person or persons, firm or COMPANY or corporation incorporated in India or abroad, who has been awarded with the contract and includes contractor’s legal representatives, his successors in interest and permitted assigns.”	Not Agreed.

			the contract and includes contractor's legal representatives, his successors in interest and permitted assigns."		
9	GCC	20.1	<p>"Except as provided hereof CONTRACTOR agrees to protect, defend, indemnify and hold COMPANY harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every</p>	<p>We would request OIL to make the following changes in the clause: "Except as provided hereof CONTRACTOR agrees to protect, defend, indemnify and hold COMPANY harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of CONTRACTOR's employees, agents, CONTRACTORS and sub-CONTRACTORS or their employees or in favour of any third party(is) on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said</p>	Not Agreed.

			<p>kind and character, without limit, which may arise in favour of CONTRACTOR's employees, agents, CONTRACTORs and sub-CONTRACTORs or their employees or in favour of any third party(is) on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not</p>	<p><i>claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults."</i></p>	
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			said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.”		
10	GCC	42.1 (4)	Sole arbitrator	Sole arbitrator applicable in case the claim amount exceeds Rs. 25 Lakhs upto Rs. 25 Crore, be appointed mutually by both the parties, or in accordance with the provisions of the Arbitration and Conciliation Act, 1996 including any subsequent amendments thereto.	Not Agreed.
11	GCC	42.4 (1st paragraph and Sub-Clause (b))	Outside Expert Committee ('OEC')	Outside Expert Committee ('OEC') for settlement for disputes by way of conciliation be appointed mutually by both the parties instead of Corporate Business Committee, OIL only.	Not Agreed.
12	TERMS OF REFERENCE	Clause 3.0	Legal services clarification	We would request clarity from OIL if the following involves providing any	This clause refers to formulation of Business Model taking into

	AND TECHNICAL SPECIFICATIONS OF EQUIPMENT	(iv)(a), (b),(C)		kind of legal services: The scope of Work lists one of the activities as development of business model wherein, business model shall consist of <i>inter alia</i> , 'formulation of fit-for-purpose models for PEC along with legal, regulatory and economic framework' and requires the Consultant to 'study the fiscal regime, various contracts, petroleum laws and other applicable legislation '.	consideration all the legal aspects that is required to be considered in a PEC.
13	TERMS OF REFERENCE AND TECHNICAL SPECIFICATIONS OF EQUIPMENT	Clause 3.0 (v)(a)	Legal services clarification	We would request clarity from OIL if the following involves providing any kind of legal services: As per this clause, the Consultant shall be required to assist OIL in ' preparation of tender documents in all respects, techno-commercial terms, protective clauses like representations and warranties etc. '	This clause refers to formulation of Business Model taking into consideration all the legal aspects that is required to be considered in a PEC.
14	TERMS OF REFERENCE AND TECHNICAL SPECIFICATIONS OF EQUIPMENT	Clause II (d)	Legal services clarification	We would request clarity from OIL if the following involves providing any kind of legal services: Deliverables under Phase-II requires the Consultant to prepare the ' draft tender document including (but not	This clause refers to formulation of Business Model taking into consideration all the legal aspects that is required to be considered in a PEC.

				limited to) <i>bidders eligibility criteria, bid evaluation & rejection criteria (technical and financial), scope of work (sow), special conditions of contract (SCC).</i>	
15	TERMS OF REFERENCE AND TECHNICAL SPECIFICATIONS OF EQUIPMENT	Clause (x)	Legal services clarification	We would request clarity from OIL if the following involves providing any kind of legal services: This clause requires Consultant to ‘structure and assist OIL in any proceedings relating to legal and regulatory requirements and in managing the tender preparation and evaluating process.’	Contractor shall only structure and assist OIL in any proceedings relating to Legal and Regulatory requirements and in managing the tender preparation and evaluating process. OIL’s Legal department shall take care Legal issues.
16	SPECIAL CONDITIONS OF CONTRACT (SCC)	Point 12(iv)	Conflict of Interest: The contractor shall not work for either party in a transaction and endeavor to avoid situations wherein, it might have a conflict of interest. The contractor must	We would like to request OIL for curtailment of such obligations and requirement to Engagement Team only.	Not Agreed.

			keep OIL informed for any potential conflict of Interest that may arise from time to time.		
17	SPECIAL CONDITIONS OF CONTRACT (SCC)	Clause 23 ('Penalty')	For Phase-1, the timeline for submission of report on Phase-I will be 07 (Seven) weeks from the date of Notification for Phase-I by OIL. Failure to comply with the prescribed timeline for reasons attributable to the contractor will lead to penalty @	We would like to request OIL for restriction of applicable penalty in aggregate under this RFP to 10% of contract value under all circumstances.	Clause shall be modified as given below: For Phase-1, the timeline for submission of report on Phase-I will be 07 (Seven) weeks from the date of Notification for Phase-I by OIL. Failure to comply with the prescribed timeline for reasons attributable to the contractor will lead to penalty @ 10% of Phase-I rate per day considering seven weeks for the total Phase- I rate upto a maximum of 15% of the total Contract value.

			10% of Phase-I rate per day considering seven weeks for the total Phase- I rate upto a maximum of 20% of the total Contract value.		
18	SPECIAL CONDITIONS OF CONTRACT (SCC)	Clause 16	In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/tax, if the finally assessed amount is	We would like to request OIL for deletion of this clause.	Not Agreed.

			on the higher side and OIL will have to right to recover the difference and in case the rate of duty/taxes finally assessed is on the lower side.		
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Sl No.	Tender Clause	Clarification Sought/Proposed Term	Rationale	Reply
1	Notes to BEC Clause 1.1 and 4 (D)	We request that apart from a work order of a past engagement, CEO certification or the firm incorporation certificate be allowed to showcase the experience of the work, particularly for similar work experience where we are bound by confidentiality agreements with clients.	Due to NDA and confidentiality agreements with clients on former engagements, Self/CEO certification should be allowed in place of official Work Order/completion certificate as supporting documents. This is a common practice across other PSU tenders in the Oil & Gas industry.	Not agreed.
2	Forwarding Letter 2.0 (xix)	We request that the last date of bid submission be extended to 8th July, 2021 (Extension by 2 weeks)	Due to the extensive nature of the assignment, collaborating with global divisions of the company to arrange the required experience etc. will take time and we would request for two to showcase our credentials.	Shall be extended for 01 (One) week after uploading the changes in the tender.
3	Technical Evaluation Criteria - Similar Work Definition for	We propose the following definition 'Change highlighted in bold'- 'SIMILAR WORK' mentioned in para 1.1 above means experience	There have not been many Production enhancement Contracts executed in India and therefore providing similar experience will be	Not agreed. Experience of Subsidiary or parent company may be considered for experience of more than one

	Qualification (PQC)	of successfully completing consulting assignment(s) related to business model of Production Enhancement Contracts (PEC)/ procurement assistance (involving business case building) in upstream oil and gas sector for oil or gas fields.	difficult.	contract. However the bidder at its own shall have to meet the experience criteria as mentioned in BEC clause 1.1. Necessary clause regarding the same shall be incorporated in BEC/BRC.
4	QCBS Scoring and evaluation Criteria - The weightage for quality is 60 and the weightage for the quoted price is 40 i.e. Quality: Quoted Price is 60:40.	We request that the evaluation criteria be changed to provide the contract to the bidder quoting the lowest price (L1) instead of adopting a QCBS evaluation criteria.	Since this is a limited tender, most reputed consulting companies, ours included, have the requisite capabilities to successfully deliver this engagement. However, scoring criteria is leaning on 'similar works' which is restrictive for PEC experience only.	Not agreed.
