

**OIL INDIA LIMITED**  
**RAJASTHAN FIELD**  
**JODHPUR**

**AMENDMENT No. 3 Dated 02.02.2021**  
**To TENDER No. CJI6013P21**

This Amendment to Tender No. CJI6013P21 is issued to notify the following:

- 1) Please read the **sub clause No. xiv under clause No. 2.4 of TECHNICAL EVALUATION CRITERIA** of BEC as under in lieu of existing:

“All the MOU/Agreement should be legally valid i.e. it should be on a nonjudicial stamp paper and notarised. In case of involvement of overseas partners/members, the MOU / Agreement should be notarised / endorsed by Indian Embassy”

- 2) **CHECKLIST FOR BRC/BEC** (Annexure- A) of the original tender stands replaced with the revised **CHECKLIST FOR BRC/BEC** enclosed herewith as **Annexure- A.**

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

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## CHECKLIST FOR BRC/BEC

Annexure- A

Bidders to mark (√) **provided** or **not provided** whichever is applicable

Sl. No.	Description	Reference File No. and Page No.	Provided	Not Provided
	<b>I. TECHNICAL EVALUATION CRITERIA :</b>			
1	<p><b>Clause No. 1.1 of BEC:</b> All major equipment offered for this tender i.e. Coiled Tubing Unit, Nitrogen Pumping Unit and Fluid Pumping Unit with heating facility shall not be manufactured before 01/01/2011.</p> <p><b>Clause No. 1.1.1 of BEC:</b> In support of clause no. 1.1, the bidder shall submit documents such as Purchase invoice copy/Registration Card /Insurance copy or any relevant document which substantiate that the offered major equipment's i.e. Coiled Tubing Unit, Nitrogen Pumping Unit and Fluid Pumping Unit are not manufactured before 01/01/2011.</p>			
2	<p><b>Clause No. 1.2 of BEC:</b> In case of brand new equipment for which bidder has placed Purchase Order but awaiting delivery, the bidder shall submit a certificate from the manufacturer along with the Technical Bid. The certificate from manufacturer should also clearly indicate the committed date of readiness of the equipment for shipment after due inspection.</p>			
3	<p><b>Clause No. 1.2.1 of BEC:</b> In case the bidder offers the equipment owned by him, the self-certificate confirming availability of the equipment for this contract, shall be furnished by the bidder.</p>			
4	<p><b>Clause No. 1.3 of BEC:</b> In case the bidder does not own the equipments at the time of submission of bid and offers leased units or proposed purchase of the Units (other than brand new), bidders shall submit the original Memorandum of Understanding/Agreement of lease/purchase of unit, concluded with the owner of the units, specially for this tender, with documentary proof of ownership of the units. The above MOU/Agreement must be valid for the period of contract and any extension thereof.</p>			
5	<p><b>Clause No. 2.1 of BEC:</b> The bidder shall have experience of completing at least 25 (Twenty Five) numbers of Well Stimulation / Well Servicing / Acidization jobs relating to oilfield operations with the help of bidder's own / leased equipment's during the last seven (07) years prior to the bid closing date. In support of the experience, the bidder shall submit documentary evidences as per clause 2.2 below.</p> <p><b>Clause No. 2.2 of BEC:</b> Documents establishing successful execution of jobs must be submitted along with the Technical bid. These documents shall be in the form of:</p> <p>(i) Copies of relevant pages of 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 any other documents which substantiate completion of the jobs, issued by the client(s) with contact details of the issuing person/organization (e-mail address, Phone Number, Fax number etc.).</p>			

6	<p><b>Clause No. 2.3 of BEC:</b></p> <p>Bidder must have the requisite equipment's and other resources/facilities as required to carry out the intended services for well activation with CTU &amp; NPU, FPU, Acidization &amp; completion services available with them. Details to be furnished along with the Bid. In case Bidder does not have any of the services mentioned above they may enter into a consortium/ legally valid agreement with a third party as per Clause 2.4 mentioned below.</p>			
7	<p><b>Clause No. 2.4 of BEC:</b></p> <p>In case the Bidder is a Consortium of companies, (leader of the consortium should be incorporated in India and the Consortium shall maintain minimum 20% local content as mentioned above), the following requirements must be satisfied by the Bidder.</p>			
8	<p><b>Sub Clause No. i of Clause No. 2.4 of BEC:</b></p> <p>The leader of the consortium has to satisfy the minimum experience requirement as per clause 2.1 above.</p>			
9	<p><b>Sub Clause No. ii of Clause No. 2.4 of BEC:</b></p> <p>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.</p>			
10	<p><b>Sub Clause No. xiv of Clause No. 2.4 of BEC:</b></p> <p>All the MOU/Agreement should be legally valid i.e. it should be on a nonjudicial stamp paper and notarised. In case of involvement of overseas partners/members, the MOU / Agreement should be notarised / endorsed by Indian Embassy.</p>			
11	<p><b>Clause No. 2.5 of BEC:</b></p> <p>Any party who is extending technical 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.</p>			
12	<p><b>Clause No. 2.6 of BEC:</b></p> <p><b>Indian Company/Indian Joint Venture Company as bidder:</b> Either the Indian Company/Indian Joint Venture Company or its technical collaborator must meet the criteria under clause 2.1 above.</p>			
13	<p><b>Clause No. 2.7 of BEC:</b></p> <p>Number of companies involved in Joint venture partnership/collaboration for bidding should not be more than three including the subsidiaries, parent company.</p>			

14	<p><b>Clause No. 2.8 of BEC:</b></p> <p>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 2.1 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 <b>Attachment – I</b>, between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee, as per format furnished vide <b>Attachment – II</b>, from the parent/subsidiary company to OIL for fulfilling the obligations under the agreement, along with the technical bid.</p> <p><b>2.8.1 In case Bid is submitted on the basis of the Technical Experience of Sister Subsidiary/Co-Subsidiary Company:</b></p> <p>Offers of those bidders who themselves do not meet the technical experience criteria stipulated in clause 2.1 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:</p> <p>(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.</p> <p>(b) Provided that the sister subsidiary/co-subsidiary company on its own meets the technical experience criteria laid down in clause 2.1. above and not through any other arrangement like technical collaboration etc.</p> <p>(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.</p>			
15	<p><b>Clause No. 2.9 of BEC:</b></p> <p>In the situations mentioned in clauses 2.8 and 2.8.1, following conditions are required to be fulfilled/documents to be submitted:</p> <p>2.9.1 Undertaking by Supporting Company to provide a Performance Security (as per format and instructions enclosed as <b>Attachment – V</b>, 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.</p> <p>2.9.2 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.</p> <p>Note: In case Supporting Company fails to submit Performance Bank Guarantee as per 2.9.1 above.</p>			

16	<p><b>Clause No. 3.0 of BEC:</b></p> <p><b>3.1</b> Time is the essence of this contract. The Bidder should be able to complete the initial (1st) mobilization with all their resources and start the work at well site in Rajasthan within ninety (90) Days from the date of LOA or mobilization notice and the subsequent mobilizations within FIVE (5) days from the date of issue of mobilization notice by the Company against each call. The bidder must submit categorical confirmation in this regard along with their "Technical" bid. Offers without confirmation of the stipulated mobilization time or with more mobilization time will be summarily rejected.</p>			
17	<p><b>Clause No. 4.0 of BEC:</b></p> <p><b>4.1</b> Bidders must furnish documentary evidences, in support of fulfilling all the above requirement as under:  (a) Equipment offered – The necessary technical details &amp; literatures of the offered units.  (b) Vintage of the offered equipment as per Clause No. 1.1.1 above.  (c) Copies of relevant pages of Contracts &amp; Certificates issued by the clients as mentioned in clause 2.2.  (d) MOU or legally acceptable documents (wherever applicable) in support of tie-up arrangement (Documents for Clause Nos. 2.4, 2.5, 2.6, 2.7,2.8,2.9).</p>			

18	<p><b><u>II. FINANCIAL CRITERIA :</u></b></p>			
	<p>1.0 Annual Financial Turnover of the Bidder during any of preceding three financial/ accounting years from the original bid closing date should be at least <b>INR 3.37 crores.</b></p>			
	<p>2.0 "<b>Net Worth</b>" of the Bidder should be positive for the preceding financial/ accounting year.</p>			
	<p><b>3.0</b> Documentary evidence in the form of Audited Balance Sheet and Profit &amp; Loss Account for the preceding 03(three) financial/accounting years should be submitted along with the technical bid.</p>			
	<p>4.0 In case the Bidders a Consortium, then any one of the Consortium members individually shall have to meet the financial turn-over criteria as per Para II.1.0 above. Other Consortium members individually shall have to meet the financial turn-over criteria of <b>INR 1.69 Crores.</b></p>			
	<p>5.0 In case the Bidder is subsidiary company (should be a wholly owned subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits his bid based on the strength of his parent/ultimate parent/holding company, then following documents need to be submitted.  i) Turnover of the parent/ultimate parent/holding company should be in line with para II.1.0 above.  ii) Net Worth of the parent/ultimate parent/holding company should be positive.  iii) Corporate Guarantee on parent/ultimate parent/holding company's company letter head signed by an authorised official undertaking that they would financially support their wholly owned subsidiary company for executing the project/job in case the same is awarded to them (<b>as per Attachment IV</b>).  iv) Document of subsidiary company towards wholly owned subsidiary of the parent/ultimate parent/holding company.</p>			

19	<b>III. COMMERCIAL CRITERIA :</b>			
	Whether quoted Bid Validity of 120 days ?			
	Whether Bid Security Declaration, (Proforma -I) form submitted?			
	Whether uploaded Integrity Pact along with Technical Bid in e-portal ?			
	Whether bidder complied with Clause No. 20?			