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(A GOVT. OF INDIA ENTERPRISE)
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**AMENDMENT NO. 7 DATED 19.12.2023 TO TENDER NO. CDG4364P24 FOR
'CHARTER HIRE OF 01 NO. OF HYDRAULIC WORKOVER UNIT (SNUBBING) IN
ASSAM & ARUNACHAL PRADESH'.**

This Amendment to Tender No. **CDG4364P24** is issued to notify about the following:

- 1) **Part-2: Bid Evaluation Criteria (BEC)** of the original tender document stands replaced with Revised Bid Evaluation Criteria (BEC) attached herewith vide **ENCLOSURE-I.**
- 2) Amendment to tender clauses (other than BEC) are stipulated vide **ENCLOSURE-II** attached herewith.
- 3) **OIL's response to pre-bid queries** have been uploaded on **OIL's e-Procurement Portal.**

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

Sd/-

(Z. Das)

Sr. Officer-Contracts(G)

For Chief General Manager-Contracts

Part-2: 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 the Bid Documents. Bidders are advised not to take any exception/ deviation to the Bid Documents. Exceptions/Deviations, if any, should be brought out during the **Pre-Bid Conference** as scheduled against this Tender. After processing such suggestions, Company may communicate the changes, if any, through an addendum to the tender document in this regard. **Still, if any exceptions/deviations are maintained in the bid, such conditional/nonconforming bids shall not be considered, but shall be liable for rejection.**

- 2.0 GENERAL CONFORMITY:** The bid shall conform generally to the specifications and terms & conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids 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 TECHNICAL EVALUATION CRITERIA:

- 3.1 EXPERIENCE:** The following experience criteria should be met by the Bidder through a single or separate contracts failing which their bid shall be rejected:

- 3.1.1** Bidder must have the experience of carrying out workover operations with Hydraulic workover unit (HWU) in at least **twenty (20) oil/gas wells** in the Last seven **(07) years reckoned from the original bid closing date**. Additionally, the bidder must have executed Snubbing operations using HWU in **02 oil/gas wells** in the **Last seven (07) years reckoned from the original bid closing date**.

- 3.1.2.** In support of the experience criteria stipulated in Clause 3.1.1 above, the bidder must furnish self-attested copy of the following:

A. For Workover Operations using HWU:

- a. Contract document/Letter of Intent (LOI)/ Letter of Award (LOA)/ Work Order/Master service agreement showing detailed scope of work for carrying out Workover Operations in oil/gas wells.

And

- b. Job Completion Certificate/Service Entry Sheet (SES)/Certificate of Payment (COP) issued by the client organization for Workover operations indicating the following:

(i) Nature of job done and Work order no./Contract no.

(ii) Volume/Quantum of Job done.

(iii) Contract period and date of completion

B. For Snubbing Operations using HWU:

- a. Daily progress report of jobs executed under Contract document /Letter of Intent (LOI)/ Letter of Award (LOA)/ Work Order /Master service agreement showing execution of snubbing operations in oil/gas wells.

And

- b. Job Completion Certificate/Service Entry Sheet (SES)/Certificate of Payment (COP) issued by the client organization for snubbing operations indicating the following:

(i) Nature of job done and Work order no./Contract no.

(ii) Volume/Quantum of Job done.

(iii) Contract period and date of completion

Notes:

- i. Only Letter of Intent (LOI)/Letter of Award (LOA) or Work Order(s) are not acceptable as evidence of experience.
- ii. Mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of the parameter(s), as stipulated under Clause Nos. 3.1.1 will only be treated as acceptable experience.
- iii. Job executed through 'sub-contracting' shall not be considered for evaluation.
- iv. Job executed by a bidder for its own organization/subsidiary/Joint Venture shall not be considered as experience for the purpose of meeting BEC.
- v. Bid will be rejected if not accompanied with adequate documentary proof in support of Work experience as mentioned in Clause 3.1.1 above.

3.1.3 Bids of those bidders who themselves do not meet the experience criteria as stipulated in **BEC Clause No. 3.1.1** of the tender, can also quote under the categories listed below:

A. ELIGIBILITY CRITERIA IN CASE BIDS ARE SUBMITTED ON THE BASIS OF TECHNICAL EXPERIENCE OF THE PARENT/SUBSIDIARY COMPANY:

Offers of those bidders (other than JV) who themselves do not meet the experience criteria as stipulated in clause no. 3.1.1 above can also be considered provided the bidder is a wholly owned subsidiary company of the parent company [supporting company] who meets experience criteria as stipulated in Clause no. 3.1.1 above or parent company can also be considered on the strength of its wholly owned subsidiary [supporting company] who

meets experience criteria as stipulated in Clause no. 3.1.1 above. However, the parent/ subsidiary company (as the case may be) of the bidder must on its own meet the experience criteria as stipulated in the BEC and should not rely on its sister subsidiary/co-subsidiary company or through any other arrangement like Technical Collaboration agreement etc. for meeting the experience criteria.

In case of bidder who is a subsidiary company dependent upon the experience of the parent company or vice-versa with a view to ensure commitment and involvement of the parent/subsidiary company (Supporting Company) for successful execution of the contract, the participating bidder should enclose a Parent/Subsidiary Agreement (as per **PROFORMA-PSA**) between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee (as per as **PROFORMA-PSG**) from the parent/subsidiary company to OIL for fulfilling the obligation under the Agreement, along with the technical bid.

B. ELIGIBILITY CRITERIA IN CASE BID IS SUBMITTED ON THE BASIS OF TECHNICAL EXPERIENCE OF SISTER-SUBSIDIARY/CO-SUBSIDIARY COMPANY:

Offers of those bidders (other than JV) who themselves do not meet the technical experience criteria stipulated in 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 wholly owned subsidiaries of an ultimate parent/holding company either directly or through intermediate wholly owned subsidiaries of the ultimate parent/holding company or through any other wholly owned subsidiary company within the ultimate parent/holding company. Documentary evidence to this effect to be submitted by the ultimate parent/holding company along with the technical bid.
- (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 vide **Proforma-UBS**, between them & their ultimate parent/holding company, along with the technical bid.

Notes to clause no. 3.1.3. A. and B: In the situations mentioned in Clause No. 3.1.3.A. and 3.1.3. B. above, following conditions are required to be fulfilled/documents to be submitted:

- (i)** Valid legal documents, showing the legal relationship between the bidder and the parent/subsidiary/co-subsidiary/sister subsidiary

(supporting company), as the case may be, along with shareholding pattern and linkage between the bidder and the parent/subsidiary (supporting company)/ultimate parent/holding company.

- (ii) Undertaking by the supporting company to provide additional Performance Security (as per format and instructions enclosed as **PROFORMA-SG**), equivalent to 50% of the value of the Performance Security which is to be submitted by the bidding company, in case the supported bidding company is the successful bidder. In cases where foreign based supporting company does not have permanent establishment in India, the bidding company can furnish performance security for an amount which is sum of performance security amount to be submitted by the bidder and 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.
- (iii) Undertaking from the supporting company to the effect that in addition to invoking the performance security submitted by the contractor, the additional performance security provided by supporting company shall be invoked by OIL due to non-performance of the contractor.
- (iv) **Bidders quoting under the categories as mentioned under Clause nos. 3.1.3. A. and 3.1.3. B. above should provide the respective services including key personnel for a minimum duration of 50% of the contract period during execution of the contract. A declaration as per PROFORMA-SD in this respect to be submitted as part of technical bid.**

C. BID FROM JOINT VENTURE COMPANY

(a) In case the bidder is Joint Venture Company, they must be registered in India and incorporated under the Companies Act 2013/Companies Act 1956 and any amendment thereunder. They should meet the technical qualification requirements as under:

- (i) The JV on its own shall meet the experience criteria as per Clause No. 3.1.1
- or**
- (ii) Any member of the JV having a stake of at least 26% in the JV, on its own shall meet experience requirement as per Clause No. 3.1.1.

Notes:

- A. In case of (ii) above, an undertaking from the Joint Venture partner, based on whose experience the JV seek qualification, shall be submitted with the techno commercial bid stating that they shall maintain minimum 26% shareholding in the JV during entire duration of the contract and extension, if any, thereof, failing which bid will be liable for rejection. Similarly, under such a situation the contract shall be liable for termination, if already awarded.
- B. Experience of the JV or its member (as the case may be) relying on the experience of its supporting company/subsidiary/co-subsidiary/ sister subsidiary /parent/ holding/affiliating/ associate company or through any other arrangement like technical collaborator for meeting the technical criteria shall not be considered for evaluation.
- C. The documents establishing experience of the JV or its member (as the case may be) shall be submitted as per **BEC Clause No. 3.1.1 above**.
- D. The documents showing the existing shareholdings of the JV Partners must be submitted.

(b) Constitution of Joint Venture: The members of the JV should not be more than three. If after submission of bid, a JV leader effects any alterations/changes in the constitution or replacement or inclusion or expulsion of any partner(s)/member(s) of the Joint Venture which had originally submitted the bid, the bid of such a JV shall be liable for rejection. Similarly, under such a situation the contract shall be liable for termination, if already awarded.

(c) Members of the JV are not allowed to quote separately/independently / or through any other arrangement like part of any other JV/Consortium or Subsidiary/ Parent company/ co subsidiary against this tender. All the bids received in such a case shall be summarily rejected. Further, all bids from parties with technical support from the same Principal shall be rejected.

3.2 HYDRAULIC WORKOVER UNIT (HWU):

3.2.1 Only **one (01) Hydraulic Workover Unit (HWU)** is required against this tender.

3.2.2 IDENTIFICATION OF HWU:

- a. Bidder may identify maximum upto **02 (two) HWUs** which they feel best suitable providing complete technical details for evaluation along with copy of MOU/Agreement/ purchase document as applicable. The successful Bidder will have to mobilize any 01 of the offered HWUs that

are found to be techno-commercially acceptable by OIL in the event of award of contract.

- b.** Offers with identified HWU but with the condition “**subject to availability**” may be considered for techno-commercial evaluation provided the bidders confirm the unconditional availability of their offered HWU(s) within the deadline which will be stipulated by OIL before price bid opening. **Bidders who fail to confirm unconditional availability of Rig shall not be considered for price bid opening/ award of contract, without any further correspondence.**
- c.** The bidder shall not be allowed to substitute the HWU(s) once offered/ identified in their bid. The bidder can mobilize any of the HWU(s) that is found techno-commercially acceptable by OIL. However, the bidder shall have to notify the particular identified HWU planned to be mobilized within 15 days from the date of issue of Letter of Award (LOA).

Note: OIL reserves the right for physical inspection of the HWU package at Contractor’s site at any time during finalization of the Contract/ prior to mobilization of the HWU on its own or through any Third Party Inspection Agency.

3.2.3 OFFERED HWU:

- a.** Bidders are required to offer the Hydraulic Workover Unit (HWU) identified by them at the time of submission of bid with documentary proof for this tender.
- b.** In case the bidder is the owner of the offered HWU, a certificate issued by the owner/ CEO /CFO of the bidder’s organization confirming availability of the HWU for deployment under this tender shall be furnished along with the bid.
- c.** The bidder who does not own the offered HWU at the time of bid submission, may also bid with leased HWU. However, sub-leased HWU shall not be accepted. Such bid(s) is required to be submitted with Memorandum of Understanding (MOU)/ Agreement of lease document of HWU(s). The MOU/ Agreement of lease shall be concluded with the HWU(s) owner. The period of the MOU/Agreement shall have to be valid at least throughout the validity of the bid with a specific stipulation that in the event of award of contract by OIL, the MOU/Agreement shall be kept valid for the entire period of contract including any extension thereof.
- d.** The bidder who does not own the offered HWU may also bid with proposed purchase of used HWU(s). In case of proposed purchase of the used HWU, the purchase document shall be issued by the previous owner of the HWU. The documents to be submitted in this regard are:
 - i.** Original purchase document between OEM with the original buyer of the HWU.
 - ii.** All subsequent seller buyer agreement/document for the said HWU.

- iii. Buyer-Seller agreement between the bidder of this tender and the previous owner of the rig.
 - e. The bidder who does not own the offered HWU at the time of bid submission, may also bid with proposed purchase of brand-new HWU provided they are already in process of buying the same and placed Purchase Order/LOA prior to the original bid closing date of this tender. In this case, the bidder should submit a copy of Purchase Order/LOA along with a certificate in original from the OEM certifying the current status of the purchase order and the committed date of readiness of the complete HWU package for shipment after due inspection at OEM's end. This certificate must be submitted along with the techno commercial (Un-priced) bid. Further bidder shall submit a joint undertaking from the manufacturer & bidder that the complete HWU package shall be mobilized and made available to undertake uninterrupted operation within **210 (Two hundred and ten) days from the date of issuance of LOA by OIL.**
 - f. The bidder is required to offer the Hydraulic Workover Unit (HWU) identified by them at the time of submission of bid with documentary proof for this tender.
- 3.2.4 VINTAGE:** The vintage of the Hydraulic Workover Unit(s) including the accessories and equipment offered should not be older than **12 (Twelve) years** as on the original bid closing date.
- 3.2.5 RESIDUAL LIFE:** The offered vintage Hydraulic Workover Unit(s) shall have a minimum Residual life of **05 (Five) years** as on the original bid closing date. The bidder shall submit a certificate in original from any one of the following Third-Party Inspection (TPI) agencies as per Form-1 (Annexure-I) for used rig. of the tender document along with technical bid:
- (i) M/s Bureau Veritas
 - (ii) M/s Det Norske Veritas
 - (iii) M/s Lloyd's
 - (iv) M/s Oil Field Audit Services
 - (v) M/s ABS.

Note: Bidder(s) failing to provide the certificate without necessary endorsement such as sign, seal etc. of the TPI agency as required above shall not be considered for price bid opening/award of contract. The certificate should clearly indicate and confirm the following without any ambiguity:

- (a) Name and address of the owner of the HWU(s).
- (b) Confirmation that the Hydraulic Workover Rig(s) package meets the technical specification as laid down at Part-3: Section-II of the Tender Document.
- (c) Make, Model, Capacity/Rating, month & year of manufacture, Registration certificate (RC), if any, and residual life as inspected and

certified by the Third-Party Inspection agency for each of the component as well as for the overall Hydraulic Workover Rig units.

3.3 MOBILIZATION PERIOD:

Bidder must confirm to mobilize the Hydraulic Workover Unit along with personnel, accessories, etc. within **210 (Two Hundred Ten) days from the date of issuance of Letter of Award (LOA)**. Offers indicating mobilization time more than **210 days** from the date of issuance of LOA will be rejected (**Refer Proforma-MPC, enclosed below**). Bidders are advised to indicate the best mobilization schedule in their bid.

- 3.4** Bidder shall confirm to provide complete Hydraulic Workover rig package together and carry out entire jobs as per Scope of Work, Terms of Reference and Technical Specifications elaborated in the Tender Document and shall not sublet the main Work over services against the contract, if awarded.

3.5 Documents:

Bidders shall have to furnish documentary evidence with the specific chapters, separated by dividers, in the same order as set out here below (i) to (vii) in support of fulfilling all the requirements along with their un-priced Techno-commercial Bids.

- (i) **HWU unit offered:** Documents relating to Hydraulic Work over rig package already in possession or proposed to own/lease along with the proof of vintage (i.e. copy of purchase order and B/L or invoice or any other documentary evidence that can substantiate the date of satisfactory execution of purchase order), description and complete technical specifications etc.
- (ii) **Experience of bidder:** Statement to be furnished by the bidder in a tabular form along with copies of contracts/work-orders along with completion certificates/ certificates of payment issued by the clients.
- (iii) MOU or legally acceptable documents in support of joint venture arrangements, if any.
- (iv) **Residual life** of the rig(s) offered as per para 3.2.5 above.
- (v) Contractor's general structure and organization, including the branch office/sub-division dedicated to specific activities related to the execution of the contract.
- (vi) Details of bidder's Health, Safety and Environmental Management Policy Manual together with a copy of Safe Operating Practices (SOP) of all rig operations.
- (vii) **Resume/CV of Personnel:** Resume/CVs of key personnel to be involved in the services along with copies of certificates in regard to their

education, qualification, work experience & IWCF etc. should be furnished as per bio-data format at least two months prior to completion of mobilization. Bidder must confirm the same in un-priced Techno-commercial bid.

Notes:

1. Bid without the above listed documents or information shall be rejected.
2. Oil India Limited (OIL) reserves the right to contact the Client(s) referred by the Bidder for authentication of the documents submitted by the Bidder. OIL may contact the clients/operators under intimation/copy to the respective Bidder. It will be the responsibility of the Bidder to take up the matter with his client(s) and arrange for the confirmation as desired by OIL.
3. All Certificates and documentary evidence required to be submitted in support of Para 3.0 above and 4.0 below should be clearly legible and in the English language. If any certificate is submitted in a language other than English language, the same should be translated to English, duly authenticated by local chamber of Commerce of bidder's / Joint Venture partner's country, in which case, for purposes of interpretation of the bid, the English translation shall prevail.
4. All the documents submitted towards compliance of BEC should be verified and certified by TPI as per Clause No. 9.0 below.

4.0 FINANCIAL EVALUATION CRITERIA:

- 4.1 Annual Financial Turnover from Operations** of the Bidder during any of the last three (03) completed financial/accounting years preceding the **Original Bid Closing date** must be at least **INR 41,30,69,400.00** or **USD 4,958,000.00**.

[Annual Financial Turnover from operations shall mean: "Aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91).]

- 4.2 The Net worth** of the bidder must be Positive for the financial/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"]

- 4.3** In case, the bidder is a **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 bid based on the financial strength

of its parent/ultimate parent/holding company and the following needs to be complied/submitted:

- (i) The parent/ ultimate parent / holding company (supporting company) should meet the Financial Evaluation Criteria stipulated in Clause Nos. 4.1 & 4.2 above.
- (ii) Corporate Guarantee (**as per Proforma-CG**) on parent / ultimate parent / holding company's (supporting company) letter head signed by an authorized official undertaking that they would financially support their subsidiary company for executing the project / job in case the same is awarded to them, and
- (iii) A certificate from the statutory Auditor of the bidding company as well as of the parent/ ultimate/ holding parent company (supporting company) to establish the relationship and equity percentage holding between bidding company and the supporting company. The certificates should be duly certified by the Company Secretary or one of the Directors of the company concerned.

Note: The above certificate should not be more than 30 days old as on the original bid closing date.

- 4.4** If the Bidder is an Incorporated Joint Venture (JV) Company and does not meet financial criteria (BEC Clause Nos. 4.1 & 4.2) by itself, it can submit the bid based on the financial strength of its JV member having more than 50% stake in the JV Company, and the following needs to be complied/submitted:

- (i) The JV member having more than 50% stake in the JV should meet the Financial Evaluation Criteria stipulated in Clause Nos. 4.1 & 4.2 above.
- (ii) An undertaking from the Joint Venture partner, based on whose experience the JV seek financial qualification, shall be submitted with the techno commercial bid stating that they shall maintain more than 50% shareholding in the JV till execution of the contract is accomplished.
- (iii) A certificate from the statutory Auditor of the JV company on the shareholding pattern of the JV.

Note: The above certificate should not be more than 30 days old as on the original bid closing date.

4.5 Notes to BEC Clause 4.0 above:

- a. For proof of Annual Turnover from operation & Net worth, any one of the following documents/photocopies must be submitted along with the bid:
 - (i) Audited Balance Sheet along with Profit & Loss account.
OR
 - (ii) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), as per format prescribed in **Proforma-L**.

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.

- b.** 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/within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial /accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per **Proforma-UA**.
- c.** 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.
- d.** In case the bidder is a Government Department, they are exempted from submission of document mentioned under para **a.** and **b.** above.
- e.** 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 (with Valid UDIN) is to be submitted by the bidder regarding converted figures in equivalent INR or USD. 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.
- e.** Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover and Net worth as mentioned above in Para 4.0.

5.0 COMMERCIAL EVALUATION CRITERIA:

- 5.1** The bids are to be submitted under single stage Two Bid System i.e. Un-priced Techno-Commercial Bid and Price Bid in their respective fields in E-portal. Only the Price Bid should contain the quoted price. There should not be any indication of price in the Un-priced Techno-Commercial Bid. A bid will be straightway rejected if prices are mentioned in the Un-priced Techno-Commercial Bid.

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- 5.2** Bidder shall offer firm prices. The price quoted by the successful bidder must remain firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document (if any).
- 5.3** Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach the office of CGM- Contracts, OIL at Duliajan on or before 12.45 Hrs (IST) on the bid closing date. A scanned copy of the bid security shall however be uploaded in OIL's E-Procurement portal along with the Technical Bid. The amount & validity of Bid Security should at least be as specified in the forwarding letter. Bid without proper & valid Bid Security will be rejected.
- 5.4** Bid Documents/User Id & Password for OIL's E-Tender portal 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.
- 5.5** Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 5.6** Bids shall be typed or written in indelible ink. 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[except copies of the documents required in physical form] should invariably be submitted in OIL's e-tender portal, before the scheduled date and time for the tender closing. All the documents uploaded shall be digitally signed by the authorized signatory of the bidder.
- 5.7** Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the persons(s) signing (digitally) the bid.
- 5.8** Any bid containing false statement will be rejected and action will be taken by Company as per the Bid Document.
- 5.9** Bidders must quote clearly and strictly in accordance with the price schedule outlined in Price Bidding Format attached under "Notes and Attachments" tab in the main bidding engine of OIL's E-Tender portal; otherwise the bid will be rejected. All other techno-commercial documents other than price details to be submitted with Unpriced Techno-Commercial Bid as per tender requirement under "Technical Attachment" Tab Page only.
- 5.10** Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:
- (i)** Firm price
 - (ii)** Bid Security
 - (iii)** Period of validity of Bid
 - (iv)** Price Schedule
 - (v)** Performance Bank Guarantee / Security deposit

- (vi) Delivery / Completion Schedule
- (vii) Scope of work
- (viii) Guarantee of material / work
- (ix) Liquidated Damages clause
- (x) Tax liabilities
- (xi) Arbitration / Resolution of Dispute Clause
- (xii) Force Majeure
- (xiii) Applicable Laws
- (xiv) Specifications
- (xv) Integrity Pact

- 5.11** Bid received with validity of offer less than **120 (one hundred twenty) days** from scheduled Bid Closing Date will be rejected.
- 5.12** The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide **“Proforma-M”** of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.
- 5.13** Bidders should submit an Undertaking that, their bid is compliant to Order No. F.No. 6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India (including subsequent amendments thereto, if any), regarding restrictions on procurement from a bidder of a country which shares land border with India.
- 5.14** Bidders should note that Company (OIL) may verify authenticity of all the documents /certificates / information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract execution etc., if it is established that bidder has submitted forged documents / certificates / information towards fulfilment of any of the tender / contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel / terminate the contract besides taking action as per OIL's Banning Policy available in the OIL's website. Accordingly, service provider/vendor to submit the Undertaking of authenticity of information/documents submitted as per **Proforma-J**.

6.0 PRICE EVALUATION CRITERIA:

The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after

subjecting to Bid Evaluation Criteria mentioned above will be considered for further evaluation as per the Price Evaluation Criteria given below:

- 6.1** Bidders are required to quote for all the items as per Proforma-B: Price Bid Format, otherwise the offer of the bidder will be straightway rejected.
- 6.2** If there is any discrepancy between the unit price and the total price, the unit price will 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 will be adopted for evaluation.
- 6.3** The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities 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.
- 6.4** The bidders are advised not to offer any discount/rebate separately and to offer their prices in the Price Bid Format after considering discount/rebate, if any.
- 6.5** Conditional and unsolicited discount will not be considered for evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.
- 6.6** In case of identical overall lowest offered rate by more than 1(one) bidder, the bidder having the lower ODR (Operating Day Rate) amongst the identical bidders shall be considered for award and if the ODR is also same, selection will be made by draw of lot between the parties offering the same overall lowest price.
- 6.7** The inter-se-ranking of the techno-commercially qualified bidders will be determined on overall lowest cost basis (L-1 offer) i.e. considering the Total quoted price inclusive of all liabilities and quoted GST.
- 6.8** While evaluating the bids, the closing rate (B.C. Selling Rate) of exchange declared by State Bank of India on the day prior to price bid opening will be taken into account for conversion of foreign currency into Indian Rupees.
- 6.9** 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 quoted GST (CGST & SGST/UTGST or IGST).
- 6.10** Bidder shall quote same rates for all the Rigs quoted by them. Bidders quoting different rates (either total or individual item rate) would be rejected.
- 6.11** Price Evaluation of the qualified bids will be done on the basis of rates quoted by the bidder as per PROFORMA-B. However, bidders must comply with the limits indicated against each of the following rates:
 - (a) Payment towards mobilization charges for the Hydraulic Workover Unit should not exceed **7.5% of the total estimated contract value** for 03 years duration.

However, mobilization charges if quoted in excess of 7.5% of the total estimated contract value, the excess amount shall be withheld and paid at the end of the contract.

- (b) Payment towards Standby Day Rate shall be **90% (Ninety percent)** of the Operating Day Rate.
- (c) Payment towards Force Majeure Day Rate shall be **50% (Fifty percent)** of Operating Day Rate.

- 6.12** Priced Bids shall be evaluated taking into account the rates quoted by the bidders in the PRICE BID FORMAT (Proforma-B) by taking into account the summation of the following:

TOTAL ESTIMATED CONTRACT COST FOR THE HWU FOR 3 YEARS CONTRACT DURATION (**including quoted GST and all other Taxes & Duties**):

$$\mathbf{TT = TM + TD + TODR + TSDR + TILM + quoted\ GST}$$

Where,

- (a) Total 'Mobilization Charges (M)' for the HWU, **TM = M x 1 LSM**
- (b) Total 'Demobilization Charge (D)' for the HWU, **TD = D x 1 LSM**
- (c) Total 'Operating Day Rate (ODR)' for the HWU, **TODR = ODR x 694 days**
- (d) Total "Standing Day Rate (SDR)" for the HWU, **TSDR = SDR x 401 days**
- (e) Total Inter-Location Movement charge for the HWU on Kilometre basis, **TILM = ILM x 2100 KM**

NOTE: The above items are defined in Schedule of Rates/Price bid format.

- 6.13** OIL will 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 will be loaded with applicable GST while evaluation of bid.

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

When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts will be binding on the bidder.

- 6.15** Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids will be evaluated based on total price including GST.

- 6.16 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 (BCD Nil & concessional IGST) subject to conditions specified therein

(Condition No. 48). However, Condition No. 48 along with List-33 of the said notification has been amended vide Customs Notification No. 02/2022-Customs dated 01.02.2022.

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

Bidders shall take note of the prevailing customs notifications including the latest amendment vide gazette Notification No. 02/2022-Customs dated 01.02.2022 while quoting their prices. Bidder should consider concessional Customs Duty only for those items appearing in List-33 therein. Items of import other than those appearing in List-33 of the said gazette notification shall be considered as duty payable on merit basis in their respective bid. OIL shall issue the requisite undertaking/certificate on request from Contractor for availing concessional rate of customs duty only against the items explicitly covered under List-33 of Customs Notification No. 02/2022-Customs dated 01.02.2022 or against any other item(s) subsequently declared by the competent authority during the tenure of the contract to be duty exempted/concessional. However, in the event of refusal/denial by Customs Authority to accord exemption/concession of Customs Duty against import of items which are explicitly covered under List-33 of Notification No. 02/2022-Customs dated 01.02.2022, such applicable customs duty shall be reimbursed at actual by OIL to the Contractor on submission of documentary evidence.

Similarly, the items other than those appearing in List-33 of the said gazette notification, if to be imported by the Contractor for the purpose of execution of contract against this tender, the same shall be considered as duty payable on merit basis and the applicable customs duty thereof must be included by the bidder in their respective bid value. OIL will not issue any Undertaking/Certificate towards customs duty concession/exemption for those items (not included in List-33 of Notification) and the duty payable on merit shall be borne by the Contractor. However, any other item if subsequently notified by the competent authority to be Duty free/concessional during the tenure of the contract, OIL will issue requisite Certificate/Undertaking for Contractor to avail the Customs Duty benefit and the duty benefit must be passed on to OIL. Additionally, for all those items against which the bidder considers the Customs Duty on merit, the list specifying the Customs Duty Rate (percentage) may be furnished, so that subsequent increase/decrease in Customs Duty, if any shall be reimbursed/recovered by OIL as the case may be on documentary evidence.

Bidders should submit the list of items which are to be imported for execution of the contract against this tender as per Proforma-A prudently along with their bid. Undertaking/Certificate for availing concessional rate of Customs Duty shall be issued by OIL only for the eligible items, provide the same are included in the **Proforma-A** submitted by the bidder.

7.0 GENERAL:

- 7.1** Since a pre-bid conference is provisioned against the tender, the bidder should not take any exception/deviation to the tender clauses. The Compliance Statement (as per **Proforma-D**) clearly indicating **“NIL Exception/ Deviation”** to Tender clauses should be uploaded along with the Technical bid.
- 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 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 liable for rejection. Since pre-bid meeting is provisioned in this tender, Company is not obligated to seek any post-bid clarification. However, clarifications if decided to be sought at the option of Company, the same shall be limited to the original submissions only and no independent fresh submission shall be called for/permitted.
- 7.3** If any of the clauses in the BEC contradict with other clauses of bidding document elsewhere, the clauses in the BEC shall prevail.
- 7.4** Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be liable for rejection.
- 7.5** The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

8.0 PURCHASE PREFERENCE CLAUSE:

- 8.1 PURCHASE PREFERENCE TO MSE BIDDERS:** Purchase Preference to Micro and Small Enterprises is applicable for this tender.
- 8.1.1** Provisions such as seeking support from another company by way Parent/Subsidiary/Sister Subsidiary/Co Subsidiary Company's experience/JV bid, etc., wherever allowed in the tender document shall be available to all interested bidders including MSEs. In those scenarios, MSEs quoting on the strength of Parent/Subsidiary/Sister Subsidiary/Co Subsidiary (whichever applicable) will be eligible for the benefits reserved for MSEs. In those scenarios, MSEs quoting on the strength of Parent/Subsidiary/Sister-Subsidiary/Co-Subsidiary (whichever applicable) will be eligible for the benefits reserved for MSEs provided the supporting company for technical and financial strength is/are also a MSE(s). In case of bid from incorporated JVC, in order to avail the above MSE benefits, the bidder i.e. JVC shall have to be MSE.
- 8.1.2 Documentation required to be submitted by MSEs:** Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. **CG-DL-E-26062020-220191 dated 26.06.2020** and Amendment vide Gazette Notification no. **CG-DL-E-16062021-227649 dated 16.06.2021** and **No. CG-DL-E-19012022-232763 dated 19.01.2022** and

CG-DL-E-06052022-235600 dated 06.05.2022 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES, and any amendment thereof.

The bidder claiming the MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against this tender has to submit Udyam Registration Number with Udyam Registration Certificate along with the technical bid for availing the benefits applicable to MSEs.

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/Woman entrepreneur should also be enclosed.

8.2 PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT) (PP-LC): Purchase preference under Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India as revised vide Order No. **P-45021/2/2017-PP (BE-II)** dated **16th September 2020** (and as amended time to time) with modifications as notified vide MoPNG Order No. **FP-20013/2/2017-FP-PNG-Part (4) (E-41432)** dated **26th April 2022**, shall be applicable in this tender. Bidders to check the provisions of the Order for their eligibility to bid and seek benefits for Purchase preference, accordingly.

8.3 Single contract shall be awarded for the entire scope of work under this tender subject to concurrent application of Public Procurement Policy for MSE Order 2012 and PP(MII) Order 2017 as per **Order No. F.1/4/2021-PPD dated 18.05.2023** issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Govt. of India and any subsequent amendment thereto.

8.4 Matching of Price:

The matching of the total price with the L1 bidder based on the criteria mentioned above shall be as under:

I. In case 'Operating Day Rate (ODR)' of the bidder is higher than the corresponding price quoted by the L1 bidder:

i. The 'Total Price' of the bidder shall be calculated by matching the ODR quoted by the bidder to that of L1 ODR. If the 'Total Price' of the bidder after matching the ODR is found to be higher than the total price of the L1 bidder, the differences in the 'Total Price' after matching as above, shall be reduced proportionately or otherwise from the remaining line items where their rates/prices are higher than the L1 bidder to match the 'Total Price' of the bidder to the corresponding price of L1 bidder.

ii. In case the 'Total Price' of the bidder after matching the ODR (as stated in Para i. above) is found to be lower than the corresponding L1 price, then ODR shall be reduced in such a way to match 'Total Price' of the bidder with the L1 price.

II. In case the 'Operating Day Rate (ODR)' of the bidder is lower than the

corresponding L1 price: The difference in the 'Total Price' of the bidder and L1 price shall be reduced proportionately or otherwise from all the line items only where their rates/prices are higher than the L1 bidder, to match the 'Total Price' of the bidder to the corresponding L1 price.

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

9.1 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. DNV Inspection India Pvt. Ltd.	a. amr.el-shirbini@dnv.com b. sherif.helmy@dnv.com c. raikar.rajesh@dnv.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 Lloyds 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.jhawar@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
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9.2 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.

9.3 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 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 07 (Seven) days of 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 07 (Seven) days of bid opening at its own risk and responsibility.

9.4 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 empaneled 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 empaneled 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 empaneled third-party agency shall not automatically make the bidder eligible for award of contract.

(c) Verification of documents 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 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

iii Technical Criteria

- 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.

Notes:

- (i) Bidder's self-declared undertakings, Audited Balance Sheet & Profit-loss statement and/or CA certificate having UDIN are not required to be verified by the TPI agency. 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.
- (ii) Undertaking from TPI Agency as per format (**Proforma-V**) enclosed should be submitted along with the Bid.

- 10.0 COMPLIANCE OF THE COMPETITION ACT, 2002:** 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.
- 11.0** Bidders should not be under liquidation/bankruptcy/undergoing any insolvency resolution process as on Bid Closing date. Further neither the Bidders nor any of any of its allied concerns/ partners or associates or directors or proprietors involved in any capacity should be under Holiday List/Banning List/Suspension List of OIL as on Bid Closing date. Bidders shall submit undertaking towards compliance of above as per the prescribed formats as per **Appendix-1 and 2** (enclosed below) along with the bid. If any bidder declines to submit the above undertakings, their bids shall be liable for rejection.

*****END OF ENCLOSURE-I*****

To,

Oil India Limited
CGM-PSS/OGPS
Duliajan – 786 602
Assam

SUB: UNDERTAKING FOR MOBILIZATION

We, _____ (Name of the bidder) have submitted Bid against Tender No. **CDG4364P24** dated _____ for **CHARTER HIRE OF 01 NO. OF HYDRAULIC WORKOVER UNIT (SNUBBING) IN ASSAM & ARUNACHAL PRADESH**

I, (Name of the firm.....) hereby agree, that I will complete mobilization within **210 (two hundred and ten)** days from the date of issuance of **Letter of Award (LOA)**. I, further, declare that equipment and personnel deployed against this contract will be in compliance with vintage criteria and experience respectively specified in the Contract/tender document.

The date on which Contractor's Rig & accessories along with the personnel, tools and equipment etc. are properly positioned at the workover location, rig up operation is completed, and the workover operation is carried out on the first well will be treated as completion of mobilization.

I am liable for appropriate action as in accordance with the Company's rules in case any of the above information is found to be false.

For and on behalf of _____

Authorized signatory _____

Name _____

Designation _____

Contact No. _____

(Seal of the Bidder)

DECLARATION ABOUT BIDDER'S FINANCIAL STANDING

**To,
CGM-CONTRACTS
OIL INDIA LIMITED
DULIAJAN - 786602**

Sub: Undertaking/Declaration regarding financial standing.

Ref: Revised BEC clause no. 11.0 against **TENDER NO. CDG4364P24 FOR 'Charter Hire of 01 no. of Hydraulic Workover Unit (Snubbing) in Assam & Arunachal Pradesh'**

We, _____ (name of bidder), hereby confirm that:

(1) We are neither bankrupt nor undergoing any insolvency resolution process or liquidation or bankruptcy proceeding under any law.

(OR)

(2) No insolvency resolution process or liquidation or bankruptcy proceeding is initiated under any law against us.

Place: _____

Date: _____

(Name & Signature of the authorised
signatory of the bidder)

**DECLARATION THAT BIDDER IS NOT UNDER HOLIDAY
LIST/DELISTED/BLACKLISTED/DEBARRED IN OIL**

**To,
CGM-CONTRACTS
OIL INDIA LIMITED
DULIAJAN - 786602**

Sub: Undertaking/Declaration regarding Holiday List, debarment etc.

Ref: Revised BEC clause no. 11.0 against **TENDER NO. CDG4364P24 FOR ‘Charter Hire of 01 no. of Hydraulic Workover Unit (Snubbing) in Assam & Arunachal Pradesh’**

We, _____ (Name of the bidder) hereby declare that neither our company nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently put on holiday list/banning list by OIL debarring us/them from carrying on business dealings with OIL.

Place: _____

Date: _____

(Name & Signature of the authorised
signatory of the bidder)

⌘⌘⌘⌘⌘⌘⌘⌘⌘⌘⌘⌘

ENCLOSURE-II**AMENDMENTS TO CLAUSES OF TENDER NO. CDG3942P24**

Sl No.	Section/Clause No./Page No.	Original Clause	Amended Clause
<u>PART-1: INSTRUCTIONS TO BIDDERS (ITB)</u>			
1)	11.0 b) (Page 16 of 263 of tender document)	Central Government Departments and Central Public Sector Undertakings (CPSUs) are also exempted from submitting bid security.	Central as well as State Government Departments and Public Sector Undertakings (PSUs) are also exempted from submitting bid security.
2)	31.4 (Page 24 of 263 of tender document)	Bidders may contact the Independent External Monitors for any matter relating to the IFB at the following addresses: a) Shri Ram Phal Pawar, IPS (Retd); E-mail: rpawar61@hotmail.com b) Dr. Tejendra Mohan Bhasin, Former Vigilance Commissioner, CVC E-mail : tmbhasin@gmail.com c) Shri Om Prakash Singh, IPS (Retd.), Former DGP, Uttar Pradesh, E-mail: Ops2020@rediffmail.com	Bidders may contact the Independent External Monitors for any matter relating to the IFB at the following addresses: a) Shri Ram Phal Pawar, IPS (Retd); E-mail: rpawar61@hotmail.com b) Dr. Tejendra Mohan Bhasin, Former Vigilance Commissioner, CVC E-mail : tmbhasin@gmail.com c) Shri Ajit Mohan Sharan, IAS (Retd.), Former Secretary, Ministry of Ayush, Govt. of India, Email ID: ams057@gmail.com
<u>PART-3, SECTION-II: SOW/TOR</u>			
3)	2.0 (Page 92 of 263 of tender document)	Recommended safe procedures & guidelines should be followed while carrying out work over & well stimulation operation. [OISD-182]. The bidder shall confirm to comply with the applicable & prevailing provisions of MoEF, DGMS, Mines Act 1952, Oil Mines	GUIDELINES: Recommended safe procedures & guidelines should be followed while carrying out work over & well stimulation operation. [OISD-182]. The bidder shall confirm to comply with the applicable & prevailing provisions of MoEF, DGMS, Mines Act 1952, Oil Mines Regulation 2017, OISD Guidelines-2022 and 10th conference recommendation of Safety in Mines.

AMENDMENT NO. 7/CDG4364P24

Sl No.	Section/Clause No./Page No.	Original Clause	Amended Clause
		Regulation 2017, OISD Guidelines and 10th conference recommendation of Safety in Mines.	
4)	6.0 A1 HWU for onshore use (Page 93 of 263 of tender document)	Rated Pull(minimum): 340,000Lbs. Vintage: 10 years from the date of manufacture with residual life of 4 years	Rated Pull(minimum): 340,000 Lbs. Vintage: 12 years as on original bid closing date with residual life of 5 years
5)	6.0 B1 Substructure (Page 93 of 263 of tender document)	Jack Stroke, ft: 12 Rotary Torque, ft/lb.: 15,000 continuous torque Min Pulling Capacity, Lbs.: 340,000 Min Snubbing Capacity, Lbs.: 170,000 Min Through Bore-Jack, Inches: 11 Min Through Bore-Work Window, Inches: 13-5/8 Leg Mode, Leg Nos: 4 NOTE: Maximum Cellar Size in OIL: 2M × 2 M for four stage casing wells	Jack Stroke, ft: 10 (MINIMUM) Rotary Torque, ft/lb.: 15,000 continuous torque Min Pulling Capacity, Lbs.: 340,000 Min Snubbing Capacity, Lbs.: 170,000 Min Through Bore-Jack, Inches: 11 Min Through Bore-Work Window, Inches: 13-5/8 Leg Mode, Leg Nos: 4 NOTE: Maximum Cellar Size in OIL: 2M × 2 M for four stage casing wells
6)	6.0 B15. XV (Page 96 of 263)	All hydraulic hoses must be in good order and be capable of operating in all conditions.	All hydraulic hoses must be in good order with safety slings and be capable of operating in all conditions.
7)	6.0. D3 (Page 97 of 263)	FOSV FOSV for 2.7/8" EUE, VAM tubing, SLH 90, IF Right Hand D/pipe along with suitable X/over- 2 Nos	FOSV FOSV for 2.7/8" EUE, VAM tubing, SLH 90, IF Right Hand D/pipe along with suitable X/over- 2 Nos of 10000 psi

AMENDMENT NO. 7/CDG4364P24

Sl No.	Section/Clause No./Page No.	Original Clause	Amended Clause
8)	6.0. D16 (Page 99 of 263 of tender document)	Chicksan Hoses: Flexible steel piping [2" 1502 chicksans 10 lops and 2" 1502 swivels 10 loops], 2" size 1502 of 10M working pr straight pipes of minimum length 170 feet. With sufficient t-pieces and should be integral or welded types.	Chicksan Hoses: Flexible steel piping [2" 1502 chicksans 10 lops and 2" 1502 swivels 10 loops], 2" size 1502 of 10M working pr straight pipes of minimum length 170 feet with safety slings . With sufficient t-pieces and should be integral or welded types.
9)	6.0 D17.24 (Page 101 of 263 of tender document)	Inside BOP valve for 2.7/8" EUE, VAM tubing, SLH 90, IF Right Hand D/pipe along with suitable X/over- 2 Nos	Inside BOP valve for 2.7/8" EUE, VAM tubing, SLH 90, IF Right Hand D/pipe along with suitable X/over- 2 Nos of 10000 psi
10)	6.0 E1.1 (Page 102 of 263 of tender document)	7.1/16-inch stripping RAM with all accessories.	7.1/16-inch stripping RAM with all accessories. For 10K working pressure a stripping stack will have 2 x ram BOPS, riser, bleed off and equalise loop for ram to ram stripping of pipe in and out of hole for live well operations in 10000PSI environment.
11)	6.0 E2 (Page 102 of 263 of tender document)	E2 Rams available for above Shear/blind rams No: 02 sets 3.1/2" & 2-7/8" DP rams, No: 02 sets each Variable rams for 1.9 inch – 7 inch No: 02 sets each E2.1 3.1/2" & 2-7/8" DP rams, No: 02 sets each Variable rams for 1.9 inch – 7 inch No: 02 sets each	E2. Rams available for above VBR: 3.1/2"-2.3/8" & 2-7/8"-4" DP rams, No: 02 sets each. 5.1/2", 7" CASING RAMS: 02 sets each Shear rams needed E2. Variable rams for 1.9 inch – 7 inch No: 02 sets each
12)	6.0 H5 (Page 109-110 of 263 of tender document)	Mobile crane (rough terrain - 6x6 or 6x4) Maximum rated capacity, MT: 80 SWL, MT: 60 Crown saver, y/n: Yes Reversing alarm fitted, y/n: Yes.	Mobile Truck crane(s) (rough terrain - 6x6 or 6x4) Maximum rated capacity, MT: 80 SWL, MT: 60 Crown saver, y/n: Yes Reversing alarm fitted, y/n: Yes. Weight indicator, y/n: Yes

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Sl No.	Section/Clause No./Page No.	Original Clause	Amended Clause				
		Weight indicator, y/n: Yes	<p>No. of crane(s): To be provided by the Contractor as per operational requirement.</p> <p>Capacity of each crane: Suitable rated capacity as per operational requirement</p>				
13)	6.0 H6 (Page 110 of 263 of tender document)	<p>Light Truck</p> <p>Truck with Helper(s) is to be provided for transportation of Bits/Mills and chemicals from Company's yard. Loading/ Unloading at well site is to be carried out by the contractor.</p>	<p>Light Truck</p> <p>01 No. Truck, of minimum payload capacity of 10,000Kg with Driver & Helper(s) is to be provided for transportation of Bits/Mills and chemicals to and from Company's yard. Loading/ Unloading / Stacking shall be under the scope of the contractor at well site is to be carried out by the contractor.</p>				
14)	6.0 I2 2. (Page 111 of 263 of tender document)	SRV of the pumps and air reservoir tanks should be tested regularly as per OMR-2017 and records of such testing should be kept available all the time	SRV of the pumps, BOPCU and air reservoir tanks should be tested regularly as per OMR-2017 and records of such testing should be kept available all the time.				
15)	6.0 K IMPORTANT NOTE: NOTE VIII (Page 114 of 263 of tender document)	Skill Training Table	Title	Personnel	Initial Course Date	Frequency	Certificate Required

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Sl No.	Section/Clause No./Page No.	Original Clause	Amended Clause				
			International Well Control Forum Certificate for Well Control	Rig Supervisor, Jack (HWU & Casing Jack) operators, Assistant Jack operator, HWU Engineer	To have valid Certificates before commencement date	As per IWCF certification requirement	Yes
			Be conversant with COMPANY's Well Control and Blowout Prevention Policy and Procedures.	Rig Supervisor, Jack operator, Assistant Jack operator, HWU Engineer	Before Commencement Date		
			Theoretical Contractor Courses appropriate to position	All	Before Commencement Date		
			Rigging/Slinging Safety	Deck co-ordinator	Before Commencement Date		

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Sl No.	Section/Clause No./Page No.	Original Clause	Amended Clause				
			Crane operations Safety course	All crane operators	Before Commencement Date	3 yearly	
16)	6.0 K IMPORTANT NOTE: NOTE XI (Page 115-116 of 263 of tender document)	<p>Rig manager/Rig Superintendent</p> <p>i) Qualification and experience:</p> <p>(a) Graduate Engineer having minimum 12(Twelve) years' experience in Snubbing/workover/Drilling operation in oil/gas wells out of which at least 7 years in snubbing and 2 (two) years as Rig Manager / Rig Superintendent as on original Bid Closing Date (BCD)</p> <p>OR</p> <p>(b) 3 (three) Years Diploma in Engineering having Minimum 15 (Fifteen) years' experience in Snubbing/workover/Drilling operation in oil/gas wells out of which at least 10 years in snubbing and 3 (three) years as Rig Manager / Rig Superintendent as on original Bid Closing Date (BCD).</p> <p>ii) Must possess valid well-control certificate IWCF rotary drilling (Supervisory Level) and should be conversant with well</p>	<p>Rig manager/Rig Superintendent</p> <p>i) Qualification and experience:</p> <p>(a) Graduate Engineer having minimum 12(Twelve) years' experience in Snubbing/workover/Drilling operation in oil/gas wells out of which at least 5 years in snubbing and 2 (two) years as Rig Manager / Rig Superintendent as on original Bid Closing Date (BCD)</p> <p>OR</p> <p>(b) 3 (three) Years Diploma in Engineering having Minimum 15 (Fifteen) years' experience in Snubbing/workover/Drilling operation in oil/gas wells out of which at least 7 years in snubbing and 3 (three) years as Rig Manager / Rig Superintendent as on original Bid Closing Date (BCD).</p> <p>OR</p> <p>(c) 2 (Two) Years ITI or equivalent having Minimum 17 (Seventeen) years' experience in Snubbing/workover/Drilling operation in oil/gas wells out of which at least 7 years in snubbing and 5 (five) years as Rig Manager / Rig Superintendent as on original Bid Closing Date (BCD).</p> <p>ii) Must possess valid well-control certificate IWCF rotary drilling / IWCF Well Intervention with Snubbing (Supervisory Level) and should be conversant with well control methods to take independent decisions in case of well emergencies.</p>				

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Sl No.	Section/Clause No./Page No.	Original Clause	Amended Clause
		<p>control methods to take independent decisions in case of well emergencies.</p> <p>Rig Supervisor / TOOLPUSHER</p> <p>i) Qualification and experience:</p> <p>Graduate Engineer having minimum 10(Ten) years' experience in Snubbing/workover/Drilling operation in oil/gas wells out of which at least 5 years in snubbing and 2 (two) years as Rig Supervisor / TOOLPUSHER as on original Bid Closing Date (BCD)</p> <p>OR</p> <p>(b) 3 (three) Years Diploma in Engineering having Minimum 13 (Thirteen) years' experience</p>	<p>Rig Supervisor / TOOLPUSHER</p> <p>i) Qualification and experience:</p> <p>Graduate Engineer having minimum 10(Ten) years experience in Snubbing/workover/Drilling operation in oil/gas wells out of which at least 3 years in snubbing and 2 (two) years as Rig Supervisor / TOOLPUSHER as on original Bid Closing Date (BCD)</p> <p>OR</p> <p>(b) 3 (three) Years Diploma in Engineering having Minimum 13 (Thirteen) years' experience in Snubbing/workover/Drilling operation in oil/gas wells out of which at least 5 years in snubbing and 3 (three) years as Rig Supervisor / TOOLPUSHER as on original Bid Closing Date (BCD).</p> <p>OR</p> <p>(c) 2 (Two) Years ITI or equivalent having Minimum 15 (Fifteen) years' experience in Snubbing/workover/Drilling operation in oil/gas wells out of which at least 5 years in snubbing and 3 (three) years as Rig Supervisor / TOOLPUSHER as on original Bid Closing Date (BCD).</p> <p>ii) Must possess valid well-control certificate IWCF rotary drilling/ IWCF Well Intervention with Snubbing(Supervisory Level) and should be conversant with well control methods to take</p>

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Sl No.	Section/Clause No./Page No.	Original Clause	Amended Clause
		<p>in Snubbing/workover/Drilling operation in oil/gas wells out of which at least 7 years in snubbing and 3 (three) years as Rig Supervisor / TOOLPUSHER as on original Bid Closing Date (BCD).</p> <p>ii) Must possess valid well-control certificate IWCF rotary drilling (Supervisory Level) and should be conversant with well control methods to take independent decisions in case of well emergencies.</p> <p>HWU Jack Operator</p> <p>i) Qualification and experience:</p> <p>(a) Graduate Engineer having minimum 7 (Seven) years' experience in Snubbing/workover/Drilling operation in oil/gas wells out of which at least 5 years in snubbing and 3 (three) years as HWU Jack Operator as on original Bid Closing Date (BCD)</p> <p>OR</p> <p>(b) 3 (three) Years Diploma in Engineering having Minimum 9 (Nine) years' experience in</p>	<p>independent decisions in case of well emergencies.</p> <p>HWU Jack Operator</p> <p>i) Qualification and experience:(a) Graduate Engineer having minimum 7 (Seven) years' experience in Snubbing/workover/Drilling operation in oil/gas wells out of which at least 5 years in snubbing and 3 (three) years as HWU Jack Operator as on original Bid Closing Date (BCD)</p> <p>OR</p> <p>(b) 3 (three) Years Diploma in Engineering having Minimum 9 (Nine) years' experience in Snubbing/workover/Drilling operation in oil/gas wells out of which at least 5 years in snubbing and 5 (Five) years as HWU Jack Operator as on original Bid Closing Date (BCD)</p> <p>OR</p> <p>(c) 2 (Two) Years ITI or equivalent having Minimum 11 (Eleven) years' experience in Snubbing/workover/Drilling operation in oil/gas wells out of which at least 7 years in snubbing and 5 (Five) years as HWU Jack Operator as on original Bid Closing Date (BCD)</p>

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Sl No.	Section/Clause No./Page No.	Original Clause	Amended Clause
		<p>Snubbing/workover/Drilling operation in oil/gas wells out of which at least 7 years in snubbing and 5 (Five) years as HWU Jack Operator as on original Bid Closing Date (BCD)</p> <p>ii) Must possess valid well-control certificate IWCF rotary drilling (Supervisory Level) and should be conversant with well control methods to take independent decisions in case of well emergencies.</p>	<p>ii) Must possess valid well-control certificate IWCF rotary drilling / IWCF Well Intervention with Snubbing(Supervisory Level) and should be conversant with well control methods to take independent decisions in case of well emergencies.</p> <p>Assistant Jack Operator:</p> <p>i) Qualification and experience: (a) Graduate Engineer having minimum 6 (Six) years' experience in Snubbing/workover/Drilling operation in oil/gas wells out of which at least 4 years in snubbing and 1 (one) years as HWU Jack Operator as on original Bid Closing Date (BCD)</p> <p>OR</p> <p>(b) 3 (three) Years Diploma in Engineering having Minimum 8 (eight) years' experience in Snubbing/workover/Drilling operation in oil/gas wells out of which at least 6 years in snubbing and 4 (Four) years as HWU Jack Operator as on original Bid Closing Date (BCD)</p> <p>OR</p> <p>(c) 2 (Two) Years ITI or equivalent having Minimum 10 (Ten) years' experience in Snubbing/workover/Drilling operation in oil/gas wells out of which at least 6 years in snubbing and 4 (Four) years as HWU Jack Operator as on original Bid Closing Date (BCD).</p> <p>ii) Must possess valid well-control certificate IWCF rotary drilling / IWCF Well Intervention with Snubbing (Driller Level) and should be conversant with well control methods to take independent decisions in case of well emergencies.</p>
17)	New Clause under 6.0 K NOTE XI QUALIFICATION (Page 118 of 263 of tender document)	New Clause	<p>RIG ELECTRICIAN:</p> <p>The minimum qualification and experience of rig electrician should be as under:</p> <p>i) Shall have Diploma in Electrical Engineering from a recognized institute or university, OR shall possess a certificate in Electrical Trade, preferably with 2 yrs. course from an Industrial Training Institute recognized by the Central Govt. or State Govt.</p>

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Sl No.	Section/Clause No./Page No.	Original Clause	Amended Clause
			<p>ii) Shall have minimum 3 years.(for Diploma) or 5years (for ITI)of experience in the operation and maintenance of electrical equipment in workover/drilling rigs. He should be able to read circuits, communicate, detect and rectify faults.</p> <p>iii) Shall possess valid Electrical Workman Permit (with authorization for Parts - I & II) issued by State Licensing Board. [Ref: CEA (Measures relating to safety and electric supply) Regulations, 2010; regulation no.3, 6, 29& 115 and Oil Mines Regulations, 2017; regulationno.114].</p> <p>ELECTRICAL SUPERVISOR: The minimum qualification and experience of electrical supervisor should be as under:</p> <p>i) Shall have Degree or Diploma in Electrical Engineering from a recognized institute or university.</p> <p>ii) Shall have minimum 3 yrs. (for Degree) or 5 years (for Diploma) of experience in workover/drilling rigs. He should be confident in independently carrying out the fault-finding analysis, rectification of fault, operation and maintenance of all the electrical items of workover rig.</p> <p>iii) Must possess valid Electrical Supervisor's Certificate of Competency (with authorization for Parts -1,2,3,4&8) issued by State Licensing Board.[Ref: CEA (Measures relating to safety and electric supply) Regulations, 2010; regulation no.3,6, 29 &115 and Oil Mines Regulations,2017; regulation no.114]</p>
18)	6.0 K NOTE XII (Page 118 of 263 of tender document)	The Contractor shall implement a knowledge transfer process set forth to ensure that the service provider / Vendor/Contractor share their knowledge/skill of Operation & Maintenance of Hydraulic Snubbing Unit to carry out Workover Operations,	The Contractor shall implement a knowledge transfer process set forth to ensure that the service provider / Vendor/Contractor share their knowledge/skill of Operation & Maintenance of Hydraulic Snubbing Unit to carry out Workover Operations, to a minimum of 10 nos. of OIL employees/ executives. The service provider / Vendor/ Contractor shall also agree to provide the OIL employees/executives enough hands-on training in Snubbing operations on test wells during their course of workover operations in the subject wells/ association with OIL.

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Sl No.	Section/Clause No./Page No.	Original Clause	Amended Clause
		<p>to a minimum of 10 nos. of OIL employees/ executives.</p> <p>The service provider / Vendor/ Contractor shall also agree to provide the OIL employees/executives enough hands-on training in Snubbing operations during their course of workover operations in the subject wells/ association with OIL.</p> <p>Cost associated for movement of OIL crew, lodging and fooding at well site will be borne by OIL. However, the contractor will provide Bunk Houses for OIL crew during days of operations.</p>	<p>Cost associated for movement of OIL crew, lodging and fooding at well site will be borne by OIL. However, the contractor will provide Bunk Houses for OIL crew during days of operations.</p>
19)	6.0 L3. A. IV (Page 120 of 263 of tender document)	Well consumables like casing, tubing, well head etc. shall be supplied by OIL. Collection, transportation at well site of these consumables will be provided by OIL.	Well consumables like casing, tubing, well head etc. shall be supplied by OIL. Collection, transportation to & from well site of these consumables will be provided by OIL.
20)	6.0 L3. A. V (Page 120 of 263 of tender document)	Any additional requirement of crane(s) for any specific purpose at site during well operation shall also be provided by the OIL.	Deleted
21)	6.0 L3.B.II (Page 121 of 263 of tender document)	All requirements of crane(s) shall be provided by the Contractor.	All requirements of crane(s) at well site(s) shall be provided by the Contractor.

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Sl No.	Section/Clause No./Page No.	Original Clause	Amended Clause
22)	6.0 L9 CAMP AND OTHER ESTABLISHMENT (Page 128 of 263 of tender document)	Suitable camp facilities for Contractor's personnel including catering services shall be provided by the contractor.	Bunk House cum office for Contractor Crew and OIL Personnel. i) Dedicated Skid mounted Well site Chemical Go-down, Minimum Size: 7 mts (L) x 2.20 m (W) x 2.20 (H) ii) Crew Hut iii) First Aid hut iv) AC Bunk house for Tool Pusher v) AC Bunk house including Furniture, potable water supply for OIL representative at the rig site. The Bunk house must be properly maintained to the satisfaction of OIL representative. Food to be provided to two nos. of Company representative. vi) Rig Warehouse
PART-3, SECTION-III: SCC			
23)	1.0 b. (Page 130 of 263 of tender document)	"Associated services" means equipment and services, means equipment and services, asked for, along with work over unit in this bid document. These include but not limited equipment & services; camp/catering/ medical services, communication, safety & firefighting services, well control services etc.	"Associated services" means equipment and services, means equipment and services, asked for, along with work over unit in this bid document. These include but not limited equipment & services; camp/catering/ medical services, communication, safety & firefighting services, well control services , etc.
24)	2.2 (Page 130 of 263 of tender document)	The mobilization of Workover Unit, equipment, personnel etc. of should be completed by Contractor within 180 days from the 'letter of Award' awarding the Contract. Mobilization of Workover Unit shall be deemed to be completed when Contractor's unit complete with all equipment and manpower are placed at the nominated	The mobilization of Workover Unit, equipment, personnel etc. of should be completed by Contractor within 210 days from the 'Letter of Award' awarding the Contract. Mobilization of Workover Unit shall be deemed to be completed when Contractor's unit complete with all equipment and manpower are placed at the nominated location in readiness to commence operations as envisaged under the Contract duly certified by the Company's authorized representative.

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Sl No.	Section/Clause No./Page No.	Original Clause	Amended Clause
		location in readiness to commence operations as envisaged under the Contract duly certified by the Company's authorized representative.	
25)	6.0 Subcontracting (Page 132 of 263 of tender document)	Sub-contracting shall not be allowed under this contract.	<p>SUB-CONTRACTING: Sub-contracting shall be allowed under this contract only for PETTY services but entire responsibility will be borne by the contractor.</p> <p>Logistics Equipment, transportation vehicles & Logistics Services of any vintage, required for operations, may be hired by the contractor from any available sources.</p> <p>However, prior approval from OIL will be required for the engaging the sub-contractors.</p>
26)	9.12 (Page 136 of 263 of tender document)	In the event of any fire or blowout, contractor shall use all reasonable means at his disposal to protect the hole and bring the said fire or blowout under Control.	<p>In the event of any fire or blowout, contractor shall use all reasonable means at his disposal to protect the hole and bring the said fire or blowout under Control. However, fire service support in such cases will be provided by OIL.</p> <p>Notwithstanding anything in the contrary in the Contract, Parties agree that the contract is not for these emergency services, any such services provided under emergent situation shall be subject to separate mutually agreed terms, conditions and rates.</p>
27)	12.5 (Page 138 of 263 of tender document)	Contractor shall carryout normal maintenance of company's items at well site excepting for those items which contractor is not qualified to, or cannot maintain or repair, with its normal complement of personnel and equipment.	Contractor shall carryout normal / routine maintenance of company's items at well site except for those items which contractor is not qualified to, or cannot maintain or repair, with its normal complement of personnel and equipment.
28)	14.2 (Page 140 of 263 of tender document)	In the event, the well is damaged by dropping of any tool/ tubing/fish or any reason of wilful acts or contractor's gross negligence or other legal	In the event, the well is damaged by dropping of any tool/ tubing/fish or any reason of wilful acts or contractor's Gross Negligence, contractors' liability shall be to carry out the operations as required for completion of the well to the reasonable satisfaction of company at contractor's cost. The fishing rate will be payable, in the event of Contractor dropping any

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Sl No.	Section/Clause No./Page No.	Original Clause	Amended Clause
		fault, contractors' liability shall be to carry out the operations as required for completion of the well to the reasonable satisfaction of company at contractor's cost. The fishing rate will be payable, in the event of Contractor dropping any tool/tubing/fish during the operation. However, the damaged to well is caused due to any reason of wilful acts or contractor's gross negligence or other legal fault, no rate will be payable during the period.	tool/tubing/fish during the operation. However, if the damage to well is caused due to any reason of Wilful acts or contractor's Gross Negligence or other legal fault, no rate will be payable during the period.
29)	15.0 a) (Page 141 of 263 of tender document)	The Contractor shall at all times be solely responsible for any damage to or loss or destruction of the Work over Unit and its other property irrespective of how such loss, damage or destruction is caused, and even if caused by the negligence of the Company and/or his servants, agents, nominees, assignees, Contractors and subcontractor, and Contractor shall hold harmless and indemnify the Company from and against any expenses, loss or claim related to or resulting from	Deleted

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Sl No.	Section/Clause No./Page No.	Original Clause	Amended Clause
		such loss, damages or destruction	
30)	18.0 (Page 141 of 263 of tender document)	BLOWOUT OR CRATER: In the event any well, while carrying out work over operation hereunder, shall blowout or crater due to negligence of contractor, contractor will bear the entire cost and expenses of killing the well or otherwise bringing the well under control and shall indemnify and hold company harmless in this regard. This provision is not to be interpreted as company assuming any liability for loss of property, damages, loss of life or injuries caused by such a blowout, except as otherwise provided under the terms and conditions of the contract.	BLOWOUT OR CRATER: In the event any well, while carrying out work over operation hereunder, shall blowout or crater due to Gross Negligence of contractor, contractor will bear the entire cost and expenses of killing the well or otherwise bringing the well under control and shall indemnify and hold company harmless in this regard. This provision is not to be interpreted as company assuming any liability for loss of property, damages, loss of life or injuries caused by such a blowout, except as otherwise provided under the terms and conditions of the contract.
31)	25.3 (Page 146 of 263 of tender document)	All operations so conducted shall remain at the risk of contractor to the extent contractor is covered by insurance. When the well has been completed or when the conduct of the operations has been returned to the contractor, the equipment shall again be put at contractor's disposal in the same condition as at the time the operations were	Notwithstanding anything in the contrary in the Contract, Parties agree that the contract is not for these emergency services, any such services provided under emergent situation shall be subject to separate mutually agreed terms and conditions and rates

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Sl No.	Section/Clause No./Page No.	Original Clause	Amended Clause				
		taken over by company, taking into account normal wear and tear and any inherent defects at the time of taking over by the Company.					
32)	46.0 PERFORMANCE SECUIRTY (Page 156 of 263 of tender document)	Upon award of contract, the contractor must furnish Performance Security for an amount of 10% of the total contract value within the date stipulated in the Letter of Award.	Upon award of contract, the contractor must furnish Performance Security for an amount of 10% of the annualized total contract value within the date stipulated in the Letter of Award.				
PROFORMAS, ANNEXURES, APPENDICES, ETC.							
33)	Sl. No. 12 of the table under Annexure-RM stands revised as: (Page 219 of 263 of tender document)	Sl. No.	Item	At Expense of		Supplied by	
				Contractor	OIL	Contractor	OIL
		12	a)Crane for all workover & other operations.	X		X	
			b) Sufficient number of vehicles for inter-location movement	X		X	
			c) Trailer with articulated tractor, Truck or any other Load carrying/Transportation Vehicle	X		X	
			d) 40 Ton Crane(s)	X		X	
			e) Truck to transport chemicals	X		X	
			f) Vehicles to transport bits/mills	X		X	

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Sl No.	Section/Clause No./Page No.	Original Clause		Amended Clause			
			g) Vehicle to transport casing, tubing, well head etc.		X		X
34)	PROFORMA-G: Agreement Form (Page 183-184 of 263 of tender document)	Stands revised as enclosed below					
35)	Technical Evaluation sheet for BEC/BRC (Page 230-263 of 263 of tender document)	Stands revised as enclosed below					

AGREEMENT FORM

This Agreement is made on ____ day of _____ between Oil India Limited, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan in the State of Assam, hereinafter called the "Company" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s _____ (Name and address of Contractor) hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part,

WHEREAS the Company desires that Services _____ (brief description of services) should be provided by the Contractor as detailed hereinafter or as Company may requires;

WHEREAS, Contractor engaged themselves in the business of offering such services represents that they have adequate resources and equipment, material etc. in good working order and fully trained personnel capable of efficiently undertaking the operations and is ready, willing and able to carry out the said services for the Company as per Section-II attached herewith for this purpose; and

WHEREAS, Company had issued a firm Letter of Award No. _____ dated _____ based on Offer No. _____ dated _____ submitted by the Contractor against Company's IFB No. _____ and the Contractor accepted the same vide Letter No. _____ dated _____ .

WHEREAS, the Contractor has furnished to Company the performance security in the form of DD/BC/BG for Rs. _____ (being 10% of **Annualized** Contract value) with validity of 90 (Ninety) days beyond the defect liability period.

All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

NOW WHEREAS, in consideration of the mutual covenants and agreements hereinafter contained, it is hereby agreed as follows -

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:

- (a) Section-I indicating the General Conditions of this Contract;
- (b) Section-II indicating the Terms of Reference;

- (c) Section-III indicating the Special Conditions of Contract;
- (d) Section-IV indicating the Schedule of Rates.

3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.

4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS thereof, each party has executed this contract at Duliajan, Assam as of the date shown above.

Signed, Sealed and Delivered,

For and on behalf of
Company (Oil India Limited)

for and on behalf of Contractor
(M/s. _____)

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

REVISED TECHNICAL EVALUATION SHEET FOR BEC/BRC

(Bidders to fill and upload this sheet clearly mentioning the file name of the documents uploaded in their technical bid for compliance against each clause)

Bidder's Name: _____

Sl. No.	Clause No. of BEC/BRC	Description	Compliance		Bidder to indicate Relevant Page No. of their Bid to support the remarks/ compliance
			Yes	No	
1.	1.0	<u>VITAL CRITERIA FOR BID ACCEPTANCE:</u> The bid shall conform generally to the specifications and terms and conditions given in the Bid Documents. Bidders are advised not to take any exception/ deviation to the Bid Documents. Exceptions/Deviations, if any, should be brought out during the Pre-Bid Conference as scheduled against this Tender. After processing such suggestions, Company may communicate the changes, if any, through an addendum to the tender document in this regard. Still, if any exceptions/deviations are maintained in the bid, such conditional/nonconforming bids shall not be considered, but shall be liable for rejection.			

Sl. No.	Clause No. of BEC/BRC	Description	Compliance		Bidder to indicate Relevant Page No. of their Bid to support the remarks/ compliance
			Yes	No	
2.	2.0	GENERAL CONFORMITY: The bid shall conform generally to the specifications and terms & conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids 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.	Yes	No	
3.	3.0	<u>TECHNICAL EVALUATION CRITERIA</u>			
4.	3.1	<u>EXPERIENCE:</u> The following experience criteria should be met by the Bidder through a single or separate contracts failing which their bid shall be rejected:			
5.	3.1.1	Bidder must have the experience of carrying out workover operations with Hydraulic workover unit (HWU) in at least twenty (20) oil/gas wells in the Last seven (07) years reckoned from the original bid closing date . Additionally, the bidder must have executed Snubbing operations using HWU in 02 oil/gas wells in the Last seven (07) years reckoned from the original bid closing date .			
6.	3.1.2	In support of the experience criteria stipulated in Clause 3.1.1 above, the bidder must furnish self-attested copy of the following: A. For Workover Operations using HWU:			

Sl. No.	Clause No. of BEC/BRC	Description	Compliance		Bidder to indicate Relevant Page No. of their Bid to support the remarks/ compliance
			Yes	No	
		<p>a. Contract document/Letter of Intent (LOI)/ Letter of Award (LOA)/ Work Order/Master service agreement showing detailed scope of work for carrying out Workover Operations in oil/gas wells.</p> <p style="text-align: center;">And</p> <p>b. Job Completion Certificate/Service Entry Sheet (SES)/Certificate of Payment (COP) issued by the client organization for Workover operations indicating the following:</p> <p style="padding-left: 40px;">(i) Nature of job done and Work order no./Contract no.</p> <p style="padding-left: 40px;">(ii) Volume/Quantum of Job done.</p> <p style="padding-left: 40px;">(iii) Contract period and date of completion</p> <p><u>B. For Snubbing Operations using HWU:</u></p> <p>a. Daily progress report of jobs executed under Contract document /Letter of Intent (LOI)/ Letter of Award (LOA)/ Work Order /Master service agreement showing execution of snubbing operations in oil/gas wells.</p> <p style="text-align: center;">And</p>			

Sl. No.	Clause No. of BEC/BRC	Description	Compliance		Bidder to indicate Relevant Page No. of their Bid to support the remarks/ compliance
			Yes	No	
		<p>b. Job Completion Certificate/Service Entry Sheet (SES)/Certificate of Payment (COP) issued by the client organization for snubbing operations indicating the following:</p> <p>(i) Nature of job done and Work order no./Contract no.</p> <p>(ii) Volume/Quantum of Job done.</p> <p>(iii) Contract period and date of completion</p> <p>Notes:</p> <p>i. Only Letter of Intent (LOI)/Letter of Award (LOA) or Work Order(s) are not acceptable as evidence of experience.</p> <p>ii. Mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of the parameter(s), as stipulated under Clause Nos. 3.1.1 will only be treated as acceptable experience.</p> <p>iii. Job executed through 'sub-contracting' shall not be considered for evaluation.</p> <p>iv. Job executed by a bidder for its own organization/subsidiary/Joint Venture shall not be considered as experience for the purpose of meeting BEC.</p>			

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			Yes	No	
		v. Bid will be rejected if not accompanied with adequate documentary proof in support of Work experience as mentioned in Clause 3.1.1 above.			
7.	3.1.3	Bids of those bidders who themselves do not meet the experience criteria as stipulated in BEC Clause No. 3.1.1 of the tender, can also quote under the categories listed below:			
8.	A.	<p><u>ELIGIBILITY CRITERIA IN CASE BIDS ARE SUBMITTED ON THE BASIS OF TECHNICAL EXPERIENCE OF THE PARENT/SUBSIDIARY COMPANY:</u></p> <p>Offers of those bidders (other than JV) who themselves do not meet the experience criteria as stipulated in clause no. 3.1.1 above can also be considered provided the bidder is a wholly owned subsidiary company of the parent company [supporting company] who meets experience criteria as stipulated in Clause no. 3.1.1 above or parent company can also be considered on the strength of its wholly owned subsidiary [supporting company] who meets experience criteria as stipulated in Clause no. 3.1.1 above. However, the parent/ subsidiary company (as the case may be) of the bidder must on its own meet the experience criteria as stipulated in the BEC and should not rely on its sister subsidiary/co-subsubsidiary company or through any other arrangement like Technical Collaboration agreement etc. for meeting the experience criteria.</p> <p>In case of bidder who is a subsidiary company dependent upon the experience of the parent company or vice-versa with a view to ensure commitment and involvement of the</p>			

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			Yes	No	
		parent/subsidiary company (Supporting Company) for successful execution of the contract, the participating bidder should enclose a Parent/Subsidiary Agreement (as per PROFORMA-PSA) between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee (as per as PROFORMA-PSG) from the parent/subsidiary company to OIL for fulfilling the obligation under the Agreement, along with the technical bid.			
9.					
10.	B.	<p><u>ELIGIBILITY CRITERIA IN CASE BID IS SUBMITTED ON THE BASIS OF TECHNICAL EXPERIENCE OF SISTER-SUBSIDIARY/CO-SUBSIDIARY COMPANY:</u></p> <p>Offers of those bidders (other than JV) who themselves do not meet the technical experience criteria stipulated in 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:</p> <p>(a) Provided that the sister subsidiary/co-subsidiary company and the bidding company are both wholly owned subsidiaries of an ultimate parent/holding company either directly or through intermediate wholly owned subsidiaries of the ultimate parent/holding company or through any other wholly owned subsidiary company within the ultimate parent/holding company. Documentary evidence to this effect to be submitted by the ultimate parent/holding company along with the technical bid.</p>			

Sl. No.	Clause No. of BEC/BRC	Description	Compliance		Bidder to indicate Relevant Page No. of their Bid to support the remarks/ compliance
			Yes	No	
		<p>(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.</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 vide Proforma-UBS, between them & their ultimate parent/holding company, along with the technical bid.</p> <p>Notes to Clause no. 3.1.3(A) and 3.1.3(B): In the situations mentioned in Clause No. 3.1.3(A) and 3.1.3(B) above, following conditions are required to be fulfilled/documents to be submitted:</p> <p>(i) Valid legal documents, showing the legal relationship between the bidder and the parent/subsidiary/co-subsidiary/sister subsidiary (supporting company), as the case may be, along with shareholding pattern and linkage between the bidder and the parent/subsidiary (supporting company)/ultimate parent/holding company.</p> <p>(ii) Undertaking by the supporting company to provide additional Performance Security (as per format and instructions enclosed as PROFORMA-SG), equivalent to 50% of the value of the Performance Security which is to be submitted by the bidding company, in case the supported bidding company is the successful bidder. In cases where foreign based</p>			

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Sl. No.	Clause No. of BEC/BRC	Description	Compliance		Bidder to indicate Relevant Page No. of their Bid to support the remarks/ compliance
			Yes	No	
		<p>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>(iii) Undertaking from the supporting company to the effect that in addition to invoking the performance security submitted by the contractor, the additional performance security provided by supporting company shall be invoked by OIL due to non-performance of the contractor.</p> <p>(iv) Bidders quoting under the categories as mentioned under Clause nos. 3.1.3(A) and 3.1.3(B) above should provide the respective services including key personnel for a minimum duration of 50% of the contract period during execution of the contract. A declaration as per PROFORMA-SD in this respect to be submitted as part of technical bid.</p>			
11.	C.	<u>BID FROM JOINT VENTURE COMPANY</u>			

Sl. No.	Clause No. of BEC/BRC	Description	Compliance		Bidder to indicate Relevant Page No. of their Bid to support the remarks/ compliance
			Yes	No	
		<p>(a) In case the bidder is Joint Venture Company, they must be registered in India and incorporated under the Companies Act 2013/Companies Act 1956 and any amendment thereunder. They should meet the technical qualification requirements as under:</p> <p>(i) The JV on its own shall meet the experience criteria as per Clause No. 3.1.1</p> <p style="text-align: center;">or</p> <p>(ii) Any member of the JV having a stake of at least 26% in the JV, on its own shall meet experience requirement as per Clause No. 3.1.1.</p> <p><u>Note:</u></p> <p>A. In case of (ii) above, an undertaking from the Joint Venture partner, based on whose experience the JV seek qualification, shall be submitted with the techno commercial bid stating that they shall maintain minimum 26% shareholding in the JV during entire duration of the contract and extension, if any, thereof, failing which bid will be liable for rejection. Similarly, under such a situation the contract shall be liable for termination, if already awarded.</p> <p>B. Experience of the JV or its member (as the case may be) relying on the experience of its supporting company/subsidiary/co-subsubsidiary/ sister subsidiary /parent/ holding/affiliating/ associate company or through any other arrangement like technical</p>			

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			Yes	No	
		<p>collaborator for meeting the technical criteria shall not be considered for evaluation.</p> <p>C. The documents establishing experience of the JV or its member (as the case may be) shall be submitted as per BEC Clause No. 3.1.1 above.</p> <p>D. The documents showing the existing shareholdings of the JV Partners must be submitted.</p> <p>(b) Constitution of Joint Venture: The members of the JV should not be more than three. If after submission of bid, a JV leader effects any alterations/changes in the constitution or replacement or inclusion or expulsion of any partner(s)/member(s) of the Joint Venture which had originally submitted the bid, the bid of such a JV shall be liable for rejection. Similarly, under such a situation the contract shall be liable for termination, if already awarded.</p> <p>(c) Members of the JV are not allowed to quote separately/independently / or through any other arrangement like part of any other JV/Consortium or Subsidiary/ Parent company/ co subsidiary against this tender. All the bids received in such a case shall be summarily rejected. Further, all bids from parties with technical support from the same Principal shall be rejected.</p>			

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			Yes	No	
12.	3.2	HYDRAULIC WORKOVER UNIT (HWU)			
13.	3.2.1	Only one (01) Hydraulic Workover Unit (HWU) is required against this tender.			
14.	3.2.2	<u>IDENTIFICATION OF HWU:</u>			
15.	a.	Bidder may identify maximum upto 02 (two) HWUs which they feel best suitable providing complete technical details for evaluation along with copy of MOU/Agreement/ purchase document as applicable. The successful Bidder will have to mobilize any 01 of the offered HWUs that are found to be techno-commercially acceptable by OIL in the event of award of contract.			
16.	b.	Offers with identified HWU but with the condition “ subject to availability ” may be considered for techno-commercial evaluation provided the bidders confirm the unconditional availability of their offered HWU(s) within the deadline which will be stipulated by OIL before price bid opening. Bidders who fail to confirm unconditional availability of Rig shall not be considered for price bid opening/ award of contract, without any further correspondence.			
17.	c.	The bidder shall not be allowed to substitute the HWU(s) once offered/ identified in their bid. The bidder can mobilize any of the HWU(s) that is found techno-commercially acceptable by OIL. However, the bidder shall have to notify the particular identified HWU planned to be mobilized within 15 days from the date of issue of Letter of Award (LOA).			

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			Yes	No	
18.		Note: OIL reserves the right for physical inspection of the HWU package at Contractor's site at any time during finalization of the Contract/ prior to mobilization of the HWU on its own or through any Third Party Inspection Agency.			
19.	3.3.3	OFFERED HWU			
20.	a.	Bidders are required to offer the Hydraulic Workover Unit (HWU) identified by them at the time of submission of bid with documentary proof for this tender.			
21.	b.	In case the bidder is the owner of the offered HWU, a certificate issued by the owner/ CEO /CFO of the bidder's organization confirming availability of the HWU for deployment under this tender shall be furnished along with the bid.			
22.	c.	The bidder who does not own the offered HWU at the time of bid submission, may also bid with leased HWU. However, sub-leased HWU shall not be accepted. Such bid(s) is required to be submitted with Memorandum of Understanding (MOU)/ Agreement of lease document of HWU(s). The MOU/ Agreement of lease shall be concluded with the HWU(s) owner. The period of the MOU/Agreement shall have to be valid at least throughout the validity of the bid with a specific stipulation that in the event of award of contract by OIL, the MOU/Agreement shall be kept valid for the entire period of contract including any extension thereof.			

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			Yes	No	
23.	d.	<p>The bidder who does not own the offered HWU may also bid with proposed purchase of used HWU(s). In case of proposed purchase of the used HWU, the purchase document shall be issued by the previous owner of the HWU. The documents to be submitted in this regard are:</p> <ul style="list-style-type: none"> i. Original purchase document between OEM with the original buyer of the HWU. ii. All subsequent seller buyer agreement/document for the said HWU. iii. Buyer-Seller agreement between the bidder of this tender and the previous owner of the rig. 			
24.	e.	<p>The bidder who does not own the offered HWU at the time of bid submission, may also bid with proposed purchase of brand-new HWU provided they are already in process of buying the same and placed Purchase Order/LOA prior to the original bid closing date of this tender. In this case, the bidder should submit a copy of Purchase Order/LOA along with a certificate in original from the OEM certifying the current status of the purchase order and the committed date of readiness of the complete HWU package for shipment after due inspection at OEM's end. This certificate must be submitted along with the techno commercial (Un-priced) bid. Further bidder shall submit a joint undertaking from the manufacturer & bidder that the complete HWU package shall be mobilized and made available to undertake uninterrupted operation within 210 days from the issue of LOA by OIL.</p>			

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			Yes	No	
25.	f.	The bidder is required to offer the Hydraulic Workover Unit (HWU) identified by them at the time of submission of bid with documentary proof for this tender.			
26.	3.2.4	VINTAGE: The vintage of the Hydraulic Workover Unit(s) including the accessories and equipment offered should not be older than 12 (Twelve) years as on the original bid closing date.			
27.	3.2.5	<p>RESIDUAL LIFE: The offered vintage Hydraulic Workover Unit(s) shall have a minimum Residual life of 05 (Five) years as on the original bid closing date. The bidder shall submit a certificate in original from any one of the following Third-Party Inspection (TPI) agencies as per Form-1 (Annexure-I) for used rig. of the tender document along with technical bid:</p> <ul style="list-style-type: none"> (i) M/s Bureau Veritas (ii) M/s Det Norske Veritas (iii) M/s Lloyd's (iv) M/s Oil Field Audit Services (v) M/s ABS. <p>Note: Bidder(s) failing to provide the certificate without necessary endorsement such as sign, seal etc. of the TPI agency as required above shall not be considered for price bid opening/award of contract. The certificate should clearly indicate and confirm the following without any ambiguity:</p> <p>(a) Name and address of the owner of the HWU(s).</p>			

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			Yes	No	
		<p>(b) Confirmation that the Hydraulic Workover Rig(s) package meets the technical specification as laid down at Part-3: Section-II of the Tender Document.</p> <p>(c) Make, Model, Capacity/Rating, month & year of manufacture, Registration certificate (RC), if any, and residual life as inspected and certified by the Third-Party Inspection agency for each of the component as well as for the overall Hydraulic Workover Rig units.</p>			
28.	3.3	<p><u>MOBILIZATION PERIOD:</u></p> <p>Bidder must confirm to mobilize the Hydraulic Workover Unit along with personnel, accessories, etc. within 210 (Two Hundred Ten) days from the date of issuance of Letter of Award (LOA). Offers indicating mobilization time more than 210 days from the date of issuance of LOA will be rejected (Refer Proforma-MPC). Bidders are advised to indicate the best mobilization schedule in their bid.</p>			
29.	3.4	Bidder shall confirm to provide complete Hydraulic Workover rig package together and carry out entire jobs as per Scope of Work, Terms of Reference and Technical Specifications elaborated in the Tender Document and shall not sublet the main Work over services against the contract, if awarded.			
30.	3.5	<u>Documents:</u>			

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			Yes	No	
		<p>Bidders shall have to furnish documentary evidence with the specific chapters, separated by dividers, in the same order as set out here below (i) to (vii) in support of fulfilling all the requirements along with their un-priced Techno-commercial Bids.</p> <p>(i) HWU unit offered: Documents relating to Hydraulic Work over rig package already in possession or proposed to own/lease along with the proof of vintage (i.e. copy of purchase order and B/L or invoice or any other documentary evidence that can substantiate the date of satisfactory execution of purchase order), description and complete technical specifications etc.</p> <p>(ii) Experience of bidder: Statement to be furnished by the bidder in a tabular form along with copies of contracts/work-orders along with completion certificates/ certificates of payment issued by the clients.</p> <p>(iii) MOU or legally acceptable documents in support of joint venture arrangements, if any.</p> <p>(iv) Residual life of the rig(s) offered as per para 3.2.5 above.</p>			

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			Yes	No	
		<p>(v) Contractor's general structure and organization, including the branch office/sub-division dedicated to specific activities related to the execution of the contract.</p> <p>(vi) Details of bidder's Health, Safety and Environmental Management Policy Manual together with a copy of Safe Operating Practices (SOP) of all rig operations.</p> <p>(vii) Resume/CV of Personnel: Resume/CVs of key personnel to be involved in the services along with copies of certificates in regard to their education, qualification, work experience & IWCF etc. should be furnished as per bio-data format at least two months prior to completion of mobilization. Bidder must confirm the same in un-priced Techno-commercial bid.</p>			
31.		<p>Notes:</p> <p>a. Bid without the above listed documents or information shall be rejected.</p> <p>b. Oil India Limited (OIL) reserves the right to contact the Client(s) referred by the Bidder for authentication of the documents submitted by the Bidder. OIL may contact the clients/operators under intimation/copy to the respective Bidder. It will be the</p>			

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			Yes	No	
		<p>responsibility of the Bidder to take up the matter with his client(s) and arrange for the confirmation as desired by OIL.</p> <p>c. All Certificates and documentary evidence required to be submitted in support of Para 3.0 above and 4.0 below should be clearly legible and in the English language. If any certificate is submitted in a language other than English language, the same should be translated to English, duly authenticated by local chamber of Commerce of bidder's / Joint Venture partner's country, in which case, for purposes of interpretation of the bid, the English translation shall prevail.</p> <p>4. All the documents submitted towards compliance of BEC should be verified and certified by TPI as per Clause No. 9.0 below.</p>			
32.	4.0	<u>FINANCIAL EVALUATION CRITERIA:</u>			
33.	4.1	<p>Annual Financial Turnover from Operations of the Bidder during any of the last three (03) completed financial/accounting years preceding the Original Bid Closing date must be at least INR 41,30,69,400.00 or USD 4,958,000.00.</p> <p><i>[Annual Financial Turnover from operations shall mean: "Aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered,</i></p>			

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			Yes	No	
		or both, by the company (bidder) during a financial year” as per the Companies Act, 2013 Section 2 (91).]			
34.	4.2	The Net worth of the bidder must be Positive for the financial/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"]			
35.	4.3	In case, the bidder is a 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 bid based on the financial strength of its parent/ultimate parent/holding company and the following needs to be complied/submitted: (i) The parent/ ultimate parent / holding company (supporting company) should meet the Financial Evaluation Criteria stipulated in Clause Nos. 4.1 & 4.2 above. (ii) Corporate Guarantee (as per Proforma-CG) on parent / ultimate parent / holding company's (supporting company) letter head signed by an authorized official undertaking that they would financially support their subsidiary company for executing the project / job in case the same is awarded to them, and			

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			Yes	No	
		<p>(iii) A certificate from the statutory Auditor of the bidding company as well as of the parent/ ultimate/ holding parent company (supporting company) to establish the relationship and equity percentage holding between bidding company and the supporting company. The certificates should be duly certified by the Company Secretary or one of the Directors of the company concerned.</p> <p>Note: The above certificate should not be more than 30 days old as on the original bid closing date.</p>			
36.	4.4	<p>If the Bidder is an Incorporated Joint Venture (JV) Company and does not meet financial criteria (BEC Clause Nos. 4.1 & 4.2) by itself, it can submit the bid based on the financial strength of its JV member having more than 50% stake in the JV Company, and the following needs to be complied/submitted:</p> <p>(i) The JV member having more than 50% stake in the JV should meet the Financial Evaluation Criteria stipulated in Clause Nos. 4.1 & 4.2 above.</p> <p>(ii) An undertaking from the Joint Venture partner, based on whose experience the JV seek financial qualification, shall be submitted with the techno commercial bid stating that they shall maintain more than 50% shareholding in the JV till execution of the contract is accomplished.</p>			

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			Yes	No	
		<p>(iii) A certificate from the statutory Auditor of the JV company on the shareholding pattern of the JV.</p> <p>Note: The above certificate should not be more than 30 days old as on the original bid closing date.</p>			
37.	4.5	<p>Notes to BEC Clause 4.0 above:</p> <p>a. For proof of Annual Turnover from operation & Net worth, any one of the following documents/photocopies must be submitted along with the bid:</p> <p style="padding-left: 40px;">(iii) Audited Balance Sheet along with Profit & Loss account. OR (iv) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), as per format prescribed in Proforma-L.</p> <p>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.</p> <p>b. 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/within the due date for furnishing of audit report as</p>			

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			Yes	No	
		<p>per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial /accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per Proforma-UA.</p> <p>c. 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.</p> <p>d. In case the bidder is a Government Department, they are exempted from submission of document mentioned under para a. and b. above.</p> <p>e. 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</p>			

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Sl. No.	Clause No. of BEC/BRC	Description	Compliance		Bidder to indicate Relevant Page No. of their Bid to support the remarks/ compliance
			Yes	No	
		<p>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 (with Valid UDIN) is to be submitted by the bidder regarding converted figures in equivalent INR or USD. 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.</p> <p>f. Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover and Net worth as mentioned above in Para 4.0.</p>			
38.	5.0	<u>COMMERCIAL EVALUATION CRITERIA</u>			
39.	5.1	The bids are to be submitted under single stage Two Bid System i.e. Un-priced Techno-Commercial Bid and Price Bid in their respective fields in E-portal. Only the Price Bid should contain the quoted price. There should not be any indication of price in the Un-priced Techno-Commercial Bid. A bid will be straightway rejected if prices are mentioned in the Un-priced Techno-Commercial Bid.			
40.	5.2	Bidder shall offer firm prices. The price quoted by the successful bidder must remain firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document (if any).			

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			Yes	No	
41.	5.3	Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach the office of CGM- Contracts, OIL at Duliajan on or before 12.45 Hrs (IST) on the bid closing date. A scanned copy of the bid security shall however be uploaded in OIL's E-Procurement portal along with the Technical Bid. The amount & validity of Bid Security should at least be as specified in the forwarding letter. Bid without proper & valid Bid Security will be rejected.			
42.	5.4	Bid Documents/User Id & Password for OIL's E-Tender portal 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.			
43.	5.5	Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.			
44.	5.6	Bids shall be typed or written in indelible ink. 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[except copies of the documents required in physical form] should invariably be submitted in OIL's e-tender portal, before the scheduled date and time for the tender closing. All the documents uploaded shall be digitally signed by the authorized signatory of the bidder.			

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			Yes	No	
45.	5.7	Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the persons(s) signing (digitally) the bid.			
46.	5.8	Any bid containing false statement will be rejected and action will be taken by Company as per the Bid Document.			
47.	5.9	Bidders must quote clearly and strictly in accordance with the price schedule outlined in Price Bidding Format attached under "Notes and Attachments" tab in the main bidding engine of OIL's E-Tender portal; otherwise the bid will be rejected. All other techno-commercial documents other than price details to be submitted with Unpriced Techno-Commercial Bid as per tender requirement under "Technical Attachment" Tab Page only.			
48.	5.10	<p>Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:</p> <ul style="list-style-type: none"> (i) Firm price (ii) Bid Security (iii) Period of validity of Bid (iv) Price Schedule (v) Performance Bank Guarantee / Security deposit 			

Sl. No.	Clause No. of BEC/BRC	Description	Compliance		Bidder to indicate Relevant Page No. of their Bid to support the remarks/ compliance
			Yes	No	
		(vi) Delivery / Completion Schedule (vii) Scope of work (viii) Guarantee of material / work (ix) Liquidated Damages clause (x) Tax liabilities (xi) Arbitration / Resolution of Dispute Clause (xii) Force Majeure (xiii) Applicable Laws (xiv) Specifications (xv) Integrity Pact			
49.	5.11	Bid received with validity of offer less than 120 (one hundred twenty) days from scheduled Bid Closing Date will be rejected.			
50.	5.12	The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide “ Proforma-M ” of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The			

Sl. No.	Clause No. of BEC/BRC	Description	Compliance		Bidder to indicate Relevant Page No. of their Bid to support the remarks/ compliance
			Yes	No	
		proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.			
51.	5.13	Bidders should submit an Undertaking that, their bid is compliant to Order No. F.No. 6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India (including subsequent amendments thereto, if any), regarding restrictions on procurement from a bidder of a country which shares land border with India.			
52.	5.14	Bidders should note that Company (OIL) may verify authenticity of all the documents /certificates / information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract execution etc., if it is established that bidder has submitted forged documents / certificates / information towards fulfilment of any of the tender / contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel / terminate the contract besides taking action as per OIL's Banning Policy available in the OIL's website. Accordingly, service provider/vendor to submit the Undertaking of authenticity of information/documents submitted as per Proforma-J .			

Sl. No.	Clause No. of BEC/BRC	Description	Compliance		Bidder to indicate Relevant Page No. of their Bid to support the remarks/ compliance
			Yes	No	
53.	6.0	PRICE EVALUATION CRITERIA: The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Evaluation Criteria mentioned above will be considered for further evaluation as per the Price Evaluation Criteria given below:			
54.	6.1	Bidders are required to quote for all the items as per Proforma-B: Price Bid Format, otherwise the offer of the bidder will be straightway rejected.			
55.	6.2	If there is any discrepancy between the unit price and the total price, the unit price will 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 will be adopted for evaluation.			
56.	6.3	The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities 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.			
57.	6.4	The bidders are advised not to offer any discount/rebate separately and to offer their prices in the Price Bid Format after considering discount/rebate, if any.			

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			Yes	No	
58.	6.5	Conditional and unsolicited discount will not be considered for evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.			
59.	6.6	In case of identical overall lowest offered rate by more than 1(one) bidder, the bidder having the lower ODR (Operating Day Rate) amongst the identical bidders shall be considered for award and if the ODR is also same, selection will be made by draw of lot between the parties offering the same overall lowest price.			
60.	6.7	The inter-se-ranking of the techno-commercially qualified bidders will be determined on overall lowest cost basis (L-1 offer) i.e. considering the Total quoted price inclusive of all liabilities and quoted GST.			
61.	6.8	While evaluating the bids, the closing rate (B.C. Selling Rate) of exchange declared by State Bank of India on the day prior to price bid opening will be taken into account for conversion of foreign currency into Indian Rupees.			
62.	6.9	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 quoted GST (CGST & SGST/UTGST or IGST).			
63.	6.10	Bidder shall quote same rates for all the Rigs quoted by them. Bidders quoting different rates (either total or individual item rate) would be rejected.			

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			Yes	No	
64.	6.11	<p>Price Evaluation of the qualified bids will be done on the basis of rates quoted by the bidder as per PROFORMA-B. However, bidders must comply with the limits indicated against each of the following rates:</p> <p>(a) Payment towards mobilization charges for the Hydraulic Workover Unit should not exceed 7.5% of the total estimated contract value for 03 years duration. However, mobilization charges if quoted in excess of 7.5% of the total estimated contract value, the excess amount shall be withheld and paid at the end of the contract.</p> <p>(b) Payment towards Standby Day Rate shall be 90% (Ninety percent) of the Operating Day Rate.</p> <p>(c) Payment towards Force Majeure Day Rate shall be 50% (Fifty percent) of Operating Day Rate.</p>			
65.	6.12	<p>Priced Bids shall be evaluated taking into account the rates quoted by the bidders in the PRICE BID FORMAT (Proforma-B) by taking into account the summation of the following:</p> <p>TOTAL ESTIMATED CONTRACT COST FOR THE HWU FOR 3 YEARS CONTRACT DURATION (including quoted GST and all other Taxes & Duties):</p> <p>TT = TM + TD + TODR + TSDR + TILM + quoted GST</p> <p>Where,</p>			

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			Yes	No	
		(a) Total 'Mobilization Charges (M)' for the HWU, TM = M x 1 LSM (b) Total 'Demobilization Charge (D)' for the HWU, TD = D x 1 LSM (c) Total 'Operating Day Rate (ODR)' for the HWU, TODR = ODR x 694 days (d) Total "Standing Day Rate (SDR)" for the HWU, TSDR = SDR x 401 days (e) Total Inter-Location Movement charge for the HWU on Kilometre basis, TILM = ILM x 2100 KM NOTE: The above items are defined in Schedule of Rates/Price bid format.			
66.	6.13	OIL will 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 will be loaded with applicable GST while evaluation of bid.			
67.	6.14	Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on			

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			Yes	No	
		that bidder, taxes mentioned by OIL on the Purchase Order/Contracts will be binding on the bidder.			
68.	6.15	Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids will be evaluated based on total price including GST.			
69.	6.16	<p>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 @12% (BCD Nil & IGST @12%) subject to conditions specified therein (Condition No. 48). However, Condition No. 48 along with List-33 of the said notification has been amended vide Customs Notification No. 02/2022-Customs dated 01.02.2022.</p> <p>Similarly, the domestic supply of such goods would attract 12% GST (i.e. IGST or CGST & SGST/UTSGT) on submission of EC in terms of GST Notification No. 03/2017 (as amended from time to time).</p> <p>Bidders shall take note of the prevailing customs notifications including the latest amendment vide gazette Notification No. 02/2022-Customs dated 01.02.2022 while quoting their prices. Bidder should consider concessional Customs Duty only for those items appearing in List-33 therein. Items of import other than those appearing in List-33 of the said gazette notification shall be considered as duty payable on merit basis in their respective bid. OIL shall issue the requisite undertaking/certificate on request from Contractor for availing concessional rate of</p>			

Sl. No.	Clause No. of BEC/BRC	Description	Compliance		Bidder to indicate Relevant Page No. of their Bid to support the remarks/ compliance
			Yes	No	
		<p>customs duty only against the items explicitly covered under List-33 of Customs Notification No. 02/2022-Customs dated 01.02.2022 or against any other item(s) subsequently declared by the competent authority during the tenure of the contract to be duty exempted/concessional. However, in the event of refusal/denial by Customs Authority to accord exemption/concession of Customs Duty against import of items which are explicitly covered under List-33 of Notification No. 02/2022-Customs dated 01.02.2022, such applicable customs duty shall be reimbursed at actual by OIL to the Contractor on submission of documentary evidence.</p> <p>Similarly, the items other than those appearing in List-33 of the said gazette notification, if to be imported by the Contractor for the purpose of execution of contract against this tender, the same shall be considered as duty payable on merit basis and the applicable customs duty thereof must be included by the bidder in their respective bid value. OIL will not issue any Undertaking/Certificate towards customs duty concession/exemption for those items (not included in List-33 of Notification) and the duty payable on merit shall be borne by the Contractor. However, any other item if subsequently notified by the competent authority to be Duty free/concessional during the tenure of the contract, OIL will issue requisite Certificate/Undertaking for Contractor to avail the Customs Duty benefit and the duty benefit must be passed on to OIL. Additionally, for all those items against which the bidder considers the Customs Duty on merit, the list specifying the Customs Duty Rate (percentage) may be furnished, so that subsequent increase/decrease in Customs Duty, if any shall be reimbursed/recovered by OIL as the case may be on documentary evidence.</p>			

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Sl. No.	Clause No. of BEC/BRC	Description	Compliance		Bidder to indicate Relevant Page No. of their Bid to support the remarks/ compliance
			Yes	No	
		Bidders should submit the list of items which are to be imported for execution of the contract against this tender as per Proforma-A prudently along with their bid. Undertaking/Certificate for availing concessional rate of Customs Duty shall be issued by OIL only for the eligible items, provide the same are included in the Proforma-A submitted by the bidder.			
70.	7.0	GENERAL			
71.	7.1	Since a pre-bid conference is provisioned against the tender, the bidder should not take any exception/deviation to the tender clauses. The Compliance Statement (as per Proforma-D) clearly indicating “NIL Exception/ Deviation” to Tender clauses should be uploaded along with the Technical bid.			
72.	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 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 liable for rejection. Since pre-bid meeting is provisioned in this tender, Company is not obligated to seek any post-bid clarification. However, clarifications if decided to be sought at the option of Company, the same shall be limited to the original submissions only and no independent fresh submission shall be called for/permitted.			
73.	7.3	If any of the clauses in the BEC contradict with other clauses of bidding document elsewhere, the clauses in the BEC shall prevail.			

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Sl. No.	Clause No. of BEC/BRC	Description	Compliance		Bidder to indicate Relevant Page No. of their Bid to support the remarks/ compliance
			Yes	No	
74.	7.4	Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be liable for rejection.			
75.	7.5	The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.			
76.	8.0	<u>PURCHASE PREFERENCE CLAUSE</u>			
77.	8.1	<u>PURCHASE PREFERENCE TO MSE BIDDERS:</u> Purchase Preference to Micro and Small Enterprises is applicable for this tender.			
78.	8.1.1	Provisions such as seeking support from another company by way Parent/Subsidiary/Sister Subsidiary/Co Subsidiary Company's experience/ JV bid, etc., wherever allowed in the tender document shall be available to all interested bidders including MSEs. In those scenarios, MSEs quoting on the strength of Parent/Subsidiary/Sister Subsidiary/Co Subsidiary (whichever applicable) will be eligible for the benefits reserved for MSEs. In those scenarios, MSEs quoting on the strength of Parent/Subsidiary/Sister-Subsidiary/Co-Subsidiary (whichever applicable) will be eligible for the benefits reserved for MSEs provided the supporting company for technical and financial strength is/are also an MSE(s). In case of bid from incorporated JVC, in order to avail the above MSE benefits, the bidder i.e., JVC shall have to be MSE.			

Sl. No.	Clause No. of BEC/BRC	Description	Compliance		Bidder to indicate Relevant Page No. of their Bid to support the remarks/ compliance
			Yes	No	
79.	8.1.2	<p><u>Documentation required to be submitted by MSEs:</u> Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 and Amendment vide Gazette Notification no. CG-DL-E-16062021-227649 dated 16.06.2021 and No. CG-DL-E-19012022-232763 dated 19.01.2022 and CG-DL-E-06052022-235600 dated 06.05.2022 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES, and any amendment thereof.</p> <p>The bidder claiming the MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against this tender has to submit Udyam Registration Number with Udyam Registration Certificate along with the technical bid for availing the benefits applicable to MSEs.</p> <p><u>Note:</u> 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/Woman entrepreneur should also be enclosed.</p>			
80.	8.2	<p><u>PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT) (PP-LC):</u> Purchase preference under Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India as revised vide Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 (and as amended time to time) with modifications as notified vide MoPNG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022, shall be applicable in this tender. Bidders to check the</p>			

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			Yes	No	
		provisions of the Order for their eligibility to bid and seek benefits for Purchase preference, accordingly.			
81.	8.3	Single contract shall be awarded for the entire scope of work under this tender subject to concurrent application of Public Procurement Policy for MSE Order 2012 and PP(MII) Order 2017 as per Order No. F.1/4/2021-PPD dated 18.05.2023 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Govt. of India and any subsequent amendment thereto.			
82.	8.4	The matching of the total price with the L1 bidder based on the criteria mentioned above shall be as under:			
83.	I.	<p><u>In case 'Operating Day Rate (ODR)' of the bidder is higher than the corresponding price quoted by the L1 bidder:</u></p> <p>i. The '<u>Total Price</u>' of the bidder shall be calculated by matching the ODR quoted by the bidder to that of L1 ODR. If the '<u>Total Price</u>' of the bidder after matching the ODR is found to be higher than the total price of the L1 bidder, the differences in the '<u>Total Price</u>' after matching as above, shall be reduced proportionately or otherwise from the remaining line items where their rates/prices are higher than the L1 bidder to match the '<u>Total Price</u>' of the bidder to the corresponding price of L1 bidder.</p>			

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			Yes	No										
		ii. In case the 'Total Price' of the bidder after matching the ODR (as stated in Para i. above) is found to be lower than the corresponding L1 price, then ODR shall be reduced in such a way to match 'Total Price' of the bidder with the L1 price.												
84.	II.	<u>In case the 'Operating Day Rate (ODR)' of the bidder is lower than the corresponding L1 price:</u> The difference in the 'Total Price' of the bidder and L1 price shall be reduced proportionately or otherwise from all the line items only where their rates/prices are higher than the L1 bidder, to match the 'Total Price' of the bidder to the corresponding L1 price.												
85.	9.0	<u>VERIFICATION AND CERTIFICATION OF DOCUMENTS BY INDEPENDENT THIRD-PARTY INSPECTION AGENCIES:</u>												
86.	9.1	<div>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:</div> <table><tr><th>Sl. No.</th><th>Name of Independent Inspection Agency</th><th>Contact E-mail ID</th></tr><tr><td>i.</td><td>M/s. RINA India Pvt. Ltd.</td><td>a. ssd@rina.org b. Andrea.Vattuone@rina.org</td></tr><tr><td>ii.</td><td>M/s. Dr. Amin Controllers Pvt. Ltd.</td><td>a. rkjain@rcaindia.net b. info@rcaindia.net</td></tr></table>	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			
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												

Sl. No.	Clause No. of BEC/BRC	Description				Compliance		Bidder to indicate Relevant Page No. of their Bid to support the remarks/ compliance
						Yes	No	
		iii.	M/s. DNV Inspection India Pvt. Ltd.					
		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@gulfllyods.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				

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Sl. No.	Clause No. of BEC/BRC	Description				Compliance		Bidder to indicate Relevant Page No. of their Bid to support the remarks/ compliance
						Yes	No	
			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.jhawar@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			
87.	9.2	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						

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			Yes	No	
		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.			
88.	9.3	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 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 07 (Seven) days of 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 07 (Seven) days of bid opening at its own risk and responsibility.			
89.	9.4	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			

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			Yes	No	
		<p>appropriate documents before any of the OIL's empaneled 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.</p> <p>(b) The prospective bidder shall contact any of the empaneled 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 empaneled third-party agency shall not automatically make the bidder eligible for award of contract.</p> <p>(c) Verification of documents are normally categorized as under:</p> <p>i General Requirement:</p> <ul style="list-style-type: none"> • Check Bidder's PAN Card 			

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			Yes	No	
		<ul style="list-style-type: none"> • Check Bidder's GST Certificate • Check ITR of company – last three years (minimum) • Check Bidder's Certificate of Incorporation – Domestic Bidder. <p>ii Additional Documents : (If applicable against the tender)</p> <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 <p>iii Technical Criteria</p> <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. <p><u>Notes:</u></p> <p>(i) Bidder's self-declared undertakings, Audited Balance Sheet & Profit-loss statement and/or CA certificate having UDIN are not required to be verified by the TPI agency. If</p>			

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			Yes	No	
		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. (ii) Undertaking from TPI Agency as per format (Proforma-V) enclosed should be submitted along with the Bid.			
90.	10.0	<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.			
91.	11.0	Bidders should not be under liquidation/bankruptcy/undergoing any insolvency resolution process as on Bid Closing date. Further neither the Bidders nor any of any of its allied concerns/ partners or associates or directors or proprietors involved in any capacity should be under Holiday List/Banning List/Suspension List of OIL as on Bid Closing date. Bidders shall submit undertaking towards compliance of above as per Appendix-1 and 2 along with the bid. If any bidder declines to submit the above undertakings, their bids shall be liable for rejection.			
