

**OIL INDIA LIMITED  
KG BASIN PROJECT  
KAKINADA**

**AMENDMENT No. 1 Dated 20.08.2020**  
**To TENDER No. CEG4766P21**

1.0 This amendment is issued to amend /correct the following clauses of bidding document:

S no.	CLAUSE No.	ORIGINAL CLAUSE	AMENDED CLAUSE
1	Part-2 BEC  I. 1.0 (ii) a)	<p>Bidder may offer any number of vessels with appropriate streamer of 10,000 m length, and source as per tender specification. The offered 2D Seismic vessel should have at least completed 2D marine seismic data acquisition of 15000 LKM in previous 7 years reckoned from the original bid closing date. If the bidder is offering a 3D vessel then the offered 3D Seismic vessel(s) should have at least completed 3D marine seismic data acquisition of 375 Sq.Km. in previous seven (07) years to be reckoned from the original bid closing date.</p> <p>In case the Bidder proposes deployment of additional 3D or 2D Seismic vessel(s), the additional vessel(s) should also have completed at least 15,000 LKM of 2D or 3D equivalent SKM as defined above seismic data acquisition in previous seven (7) years to be reckoned from the original bid closing date.</p>	<p>Bidder may offer any number of vessels with appropriate streamer of 10,000 m length, and source as per tender specification. The offered 2D Seismic vessel should have at least completed 2D marine <b>BROADBAND</b> seismic data acquisition of 15000 LKM in previous 7 years reckoned from the original bid closing date. If the bidder is offering a 3D vessel then the offered 3D Seismic vessel(s) should have at least completed 3D marine <b>BROADBAND</b> seismic data acquisition of 375 Sq.Km. in previous seven (07) years to be reckoned from the original bid closing date.</p> <p>In case the Bidder proposes deployment of additional 3D or 2D Seismic vessel(s), the additional vessel(s) should also have completed at least 15,000 LKM of 2D <b>MARINE BROADBAND</b> or 3D <b>MARINE BROADBAND</b> equivalent SKM as defined above seismic data acquisition in previous seven (7) years to be reckoned from the original bid closing date.</p>
2	Part-2 BEC  I. 1.0 (ii) j)	Necessary documentary evidence to indicate their experiences in 3D Seismic and 2D seismic data acquisition, duration and no. of projects etc. must be submitted along with the technical bid, otherwise the bid will be rejected.	Necessary documentary evidence to indicate their experiences in 3D <b>MARINE BROADBAND</b> Seismic and 2D <b>MARINE BROADBAND</b> seismic data acquisition, duration and no. of projects etc. must be submitted along with the technical bid, otherwise the bid will be rejected.
3	Part-2 BEC  I. 1.0 (iii)	Bidder must have state-of-the-art processing capabilities to carry out detailed seismic data processing works. The bidder must have experience in seismic data processing and completed Processing of 2D marine Seismic data having minimum cumulative total of 15,000 LKM OR 3D seismic data processing of 375 SQ.KM. including Pre-stack Time Migration (Pre-STM) Imaging and Pre-stack Depth Migration (Pre-	Bidder must have state-of-the-art processing capabilities to carry out detailed seismic data processing works. The bidder must have experience in seismic data processing and completed Processing of 2D marine <b>BROADBAND</b> Seismic data having minimum cumulative total of 15,000 LKM OR 3D <b>MARINE BROADBAND</b> seismic data processing of 375 SQ.KM. including Pre-stack Time Migration (Pre-STM) Imaging and Pre-stack Depth Migration (Pre-STM) Imaging in last

		STM) Imaging in last seven (7) years, reckoning the period from the original bid closing date of the tender.	seven (7) years, reckoning the period from the original bid closing date of the tender.
4	Part-2 BEC  I. 1.0 (iv)	Bidder must have state-of-the-art interpretation capabilities consisting of hardware and software (preferably Petrel Geoscientific seismic data interpretation software) to carry out detailed seismic data interpretation works. The bidder must have experience in wide range of seismic data interpretation, especially deep-water interpretation and completed Interpretation of 2D marine Seismic data having minimum cumulative total of 15,000 LKM OR 3D seismic data processing of 375 SQ.KM. including Deep-Water interpretation in last seven (7) years, reckoning the period from the original bid closing date of the tender.	Bidder must have state-of-the-art interpretation capabilities consisting of hardware and software (preferably Petrel Geoscientific seismic data interpretation software) to carry out detailed seismic data interpretation works. The bidder must have experience in wide range of seismic data interpretation, especially deep-water interpretation and completed Interpretation of 2D marine <b>BROADBAND</b> Seismic data having minimum cumulative total of 15,000 LKM OR 3D <b>MARINE BROADBAND</b> seismic data <del>processing</del> <b>INTERPRETATION</b> of 375 SQ.KM. including Deep-Water interpretation in last seven (7) years, reckoning the period from the original bid closing date of the tender.
5	PART-2 BEC		<p><b><u>Addition of New Clause 20.0 under Sl. III, Commercial Evaluation Criteria:</u></b></p> <p><b>20.0 Restriction of procurement from the countries sharing land border with India on grounds of Defence of India</b></p> <p>I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.</p> <p>II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.</p> <p>III. "Bidder from a country which shares a land border with India" for the purpose of this Tender means: -</p> <p>a. An entity incorporated, established or</p>

			<p>registered in such a country; or</p> <p>b. A subsidiary of an entity incorporated, established or registered in such a country; or</p> <p>c. An entity substantially controlled through entities incorporated, established or registered in such a country; or</p> <p>d. An entity whose <i>beneficial owner</i> is situated in such a country; or</p> <p>e. An Indian (or other) agent of such an entity; or</p> <p>f. A natural person who is a citizen of such a country; or</p> <p>g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above</p> <p>IV. The <i>beneficial owner</i> for the purpose of (III) above will be as under:</p> <p>1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.</p> <p>Explanation-</p> <p>a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;</p> <p>b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;</p> <p>2 In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of</p>
--	--	--	--

			<p>entitlement to more than fifteen percent of capital or profits of the partnership;</p> <p>3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;</p> <p>4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official</p> <p>5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.</p> <p>V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.</p> <p>VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.</p> <p><b><u>VII. The following Certificate is to be submitted by the bidders along with their Techno-Commercial Bid:</u></b></p> <p><i>"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such</i></p>
--	--	--	---

			<p><i>countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"</i></p> <p>Note: The above policy/restrictions will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects</p>
6	PART – 3 SECTION-II 10.2	In the event the vessel(s) is mobilised from a job in India, no mobilization charge is applicable.	The clause stands deleted
7	PART – 3 SECTION-II 10.4	In the event vessel(s) is demobilized to a follow up job in India, no demobilization charge will apply.	The clause stands deleted

2.0 Minutes of Prebid Meeting and Reply to queries of bidders are uploaded in e-portal separately.

2.1 The revised Bid Evaluation Criteria (Part-2) with above Amendments duly incorporated is enclosed herewith (as Appendix-1) for ready perusal of bidders.

**2.2 Verification of bidder's documents towards bid evaluation criteria by third parties:** A new Section vide Appendix-2 is attached herewith which is hereby inserted in the tender under Part-1. Bidder is requested to take note of this Appendix and comply with the instructions thereof towards verification of documents.

3.0 All other terms and conditions of the Tender remain unchanged. Bidders are requested to submit their offer considering above amendments/notifications.

**Oil India Limited  
KG Basin Project**

**PART – 2**  
**BID EVALUATION CRITERIA (AMENDED)**

The bid shall conform generally to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected. Bidders are advised not to take any exception/deviations to the bid document.

**I. TECHNICAL EVALUATION CRITERIA:**

1.0 The Bidders must meet the following marine seismic data acquisition, processing and Interpretation experience criteria:

(i) Bidders must have successfully completed either 3D or 2D marine Broadband Seismic Surveys, with a minimum cumulative total of 15,000 LKM (equivalent LKM as defined in note below under 1(i) for 3D Bidders) in the last **seven (07)** years, reckoning the period from the original bid closing date of the tender. Bidders must submit documentary evidence in support of their experiences as under:

Contract/Agreement copy along with satisfactory completion/ performance report clearly mentioning Contract/Agreement No. and volume of job completed.

**OR**

Contract/Agreement copy with proof of settlement /release of final payment against the contract.

**OR**

Any other documentary evidence like proof of release of Performance Security after completion of the contract that can substantiate the satisfactory execution of the contract as mentioned in the above clause.

Note: For technical evaluation, pertaining to clause no. 1.0 (i) above, acquisition of One (1) SQ. KM of 3D marine seismic data will be considered equivalent to acquisition of forty (40) LKM of 2D marine seismic data. In the instant case, if a bidder has acquisition experience of only 3D marine Seismic Surveys, then minimum cumulative acquisition experience requirement is 375 Sq.Km. in the last **seven (07)** years, reckoning the period from the original bid closing date of the tender.

**(ii) Seismic Vessel requirement criteria for Bid evaluation:**

- a) Bidder may offer any number of vessels with appropriate streamer of 10,000 m length, and source as per tender specification. The offered 2D Seismic vessel should have at least completed 2D marine broadband seismic data acquisition of 15000 LKM in previous 7 years reckoned from the original bid closing date. If the bidder is offering a 3D vessel then the offered 3D Seismic vessel(s) should have at least completed 3D marine broadband seismic data

acquisition of 375 Sq.Km. in previous seven (07) years to be reckoned from the original bid closing date.

In case the Bidder proposes deployment of additional 3D or 2D Seismic vessel(s), the additional vessel(s) should also have completed at least 15,000 LKM of 2D marine broadband or 3D marine broadband equivalent SKM as defined above seismic data acquisition in previous seven (7) years to be reckoned from the original bid closing date.

- b) In case the offered vessels are not owned by the bidder and are hired/ leased from other companies, MOU/ Hire or Lease Agreement valid throughout the contract period from the owner of the vessel(s) has to be submitted by the bidder along with techno-commercial bid stating that the particular offered vessel(s) (not owned by the bidder) will be available against this particular tender/ work on award of the contract. Certificate of Registry of the offered vessel to be submitted along with technical bid to establish the ownership of the vessel offered.
- c) The number of suitable short-listed seismic vessels out of the offered vessels will be communicated to the successful Bidders before the price bid is opened. Out of the shortlisted vessels, the bidder must confirm the availability of the vessel(s) required against this tender at least one day prior to opening of price bid. The Bidders will have to ensure deployment of seismic vessel out of short-listed vessel(s) only. In case the bidder is unable to provide any of the offered vessels because of prior engagement of vessels, bid will not be considered and bid security will be forfeited. In such case, the bidder will be debarred from participation in similar tenders of OIL for next two years.
- d) Vessel(s) offered by the bidder should fully comply with the technical specifications outlined in **Scope of Work, Section II** of the tender document and Bidder should be able to provide the services as mentioned in the scope of work of the tender document. Contract will be awarded immediately after finalization of the tender and successful bidder shall furnish requisite performance security deposit within 3 weeks of notification as per procedure laid down in tender document.
- e) The bidder shall submit a certificate along with the un-priced bid, that the vessel(s) offered by the bidder:
  - Have statutory certificates
  - Meet the class requirement at all the times.
  - Comply with IMO codes
  - Have a minimum residual life to cover the stipulated contract period,
- f) In addition to above bidders are required to submit a copy of following statutory certificates along with un-priced bid:
  - Certificate of Registry
  - Certificate of class

- g) In case of expiry of period of validity of the above certificates within the contract period, bidder shall give an undertaking stating that the same shall be renewed and kept valid throughout the period of the contract. Certificate of Registry or nationality certificate and continuous synopsis record (CSR) to be provided if ownership of the vessel is changed. Nationality certificate or the CSR, if provided should list the current ownership details.
- h) The date of issue of certificates will be considered for evaluation of the age of the vessel. In case the vessel has been re-registered under a new name or flag, the 'first certificate of registry' would be considered for evaluation of age of the vessel. The age of the offered vessels shall be less than 24 years on the date of original bid closing date of this tender.
- i) The bidder is required to submit undertaking along with the techno-commercial (un-priced) bid that Vessel offered complies with DG Shipping development circular No 1 of 2008 dated 25.04.2008 (including amendments) relating to revised guidelines for chartering of vessels
- j) Necessary documentary evidence to indicate their experiences in 3D marine broadband Seismic and 2D marine broadband seismic data acquisition, duration and no. of projects etc. must be submitted along with the technical bid, otherwise the bid will be rejected.
- k) Vessels(s) offered by the bidder should fully comply with technical specifications outlined in tender document and bidder should be able to provide the services as mentioned in the scope of work of tender document
- l) Operation Plan: The Bidder should submit operation plan indicating mobilization schedule and data acquisition schedule as per the stipulated time schedule

**(iii) Seismic Data Processing experience criteria for Bid evaluation:**

Bidder must have state-of-the-art processing capabilities to carry out detailed seismic data processing works. The bidder must have experience in seismic data processing and completed Processing of 2D marine broadband Seismic data having minimum cumulative total of 15,000 LKM OR 3D marine broadband seismic data processing of 375 SQ.KM. including Pre-stack Time Migration (Pre-STM) Imaging and Pre-stack Depth Migration (Pre-STM) Imaging in last seven (7) years, reckoning the period from the original bid closing date of the tender.

In case the bidder does not have the required capabilities in terms of experienced manpower and / or hardware and / or software, the bidder may choose to have a technical collaboration/MOU with a party, with a track record of successfully delivering the project or form a JV/Consortium with a party technically capable of doing the required seismic data processing jobs and meeting above mentioned experience criteria vide clause 1.0 (iii).

Bidders must submit documentary evidence in support of their experiences as under:



Contract/Agreement copy along with satisfactory completion/ performance report clearly mentioning Contract/Agreement No. and volume of job completed.

**OR**

Contract/Agreement copy with proof of settlement /release of final payment against the contract.

**OR**

Any other documentary evidence like proof of release of Performance Security after completion of the contract that can substantiate the satisfactory execution of the contract as mentioned in the above clause.

**(iv) Seismic data Interpretation experience criteria for Bid evaluation:**

Bidder must have state-of-the-art interpretation capabilities consisting of hardware and software (preferably Petrel Geoscientific seismic data interpretation software) to carry out detailed seismic data interpretation works. The bidder must have experience in wide range of seismic data interpretation, especially deep-water interpretation and completed Interpretation of 2D marine broadband seismic data having minimum cumulative total of 15,000 LKM OR 3D marine broadband seismic data interpretation of 375 SQ.KM. including Deep-Water interpretation in last seven (7) years, reckoning the period from the original bid closing date of the tender.

In case the bidder does not have the required capabilities in terms of experienced manpower and / or hardware and / or software, the bidder may choose to have a technical collaboration/MOU with a party with a track record of successfully delivering the project or form a JV/Consortium with a party, technically capable of doing the required seismic data Interpretation job and meeting above mentioned experience criteria vide clause 1.0 (iv).

Bidders must submit documentary evidence in support of their experiences as under:

Contract/Agreement copy along with satisfactory completion/ performance report clearly mentioning Contract/Agreement No. and volume of job completed.

**OR**

Contract/Agreement copy with proof of settlement /release of final payment against the contract.

**OR**

Any other documentary evidence like proof of release of Performance Security after completion of the contract that can substantiate the satisfactory execution of the contract as mentioned in the above clause.

**2.0 Indian Company/Indian Joint Venture Company as bidder:** In case the bidder is an Indian Company/Indian Joint Venture Company, either the Indian Company/Indian Joint Venture Company or its Technical Collaborator/ Joint venture partner must meet the criteria under clause 1.0 above. However, the Indian Company/Indian Joint Venture Company must meet the financial turnover criteria.

- i. Details of experience and past performance of the bidder and the collaborator (in case of collaboration) or of joint venture partner (in case of a joint venture), on works/jobs done of similar nature in the past and details of current work in hand and other contractual commitments, indicating areas and clients are to be submitted along with the Technical Bid, in support of the experience criteria laid down above.
- ii. Indian Companies/Joint Venture Companies: Indian bidders whose proposal for technical collaboration/joint venture involves foreign equity participation or payment of royalty and / or lump sum for technical know-how and wherever Govt. approval is necessary, are required to submit copy of Govt. approval, on their application submitted to SIA, prior to the date of price bid opening. Bidder must submit along with their technical bid Memorandum of Understanding (MOU)/Agreement with their technical collaborator / Joint venture partner (in case of Joint venture) clearly indicating their roles & responsibilities under the scope of work.
- iii. MOU/Agreement concluded by the bidder with technical collaborator/joint venture partner (in case of Joint Venture), must also be addressed to the Company, clearly stating that the MOU Agreement is applicable to this tender and shall be binding on them for the entire contract period. Notwithstanding the MOU/Agreement, the responsibility of completion of job under this contract will be with the bidder.
- iv. The MOU/Agreement should be legally valid i.e. it should be on a non-judicial stamp paper and notarised. In case of involvement of overseas bidder, the MOU / Agreement should be notarised / endorsed by Indian Embassy.

**2.1 In case the Bidder is a Consortium of Companies, the following requirements must be satisfied by the Bidder:**

- A. The leader of the consortium can submit bid on behalf of consortium of bidders. Memorandum of Understanding (MOU) between the consortium members duly executed by the CEOs or authorized representative of the consortium members, should be addressed to Company, must accompany the bid which should clearly define role/scope of work of each partner/member and should clearly define the leader of the consortium and also authorizing the leader for signing and submission of Bid on their behalf. Memorandum of Understanding (MOU) must also state that all the members of consortium shall be jointly and severally responsible for discharging all obligations under the contract. However, the leader of the consortium must submit an undertaking along with the technical bid towards unconditional acceptance of full responsibility for executing the 'Scope of Work' of this bid document. In case of award, such MOU shall be kept valid through the entire contract period, including extension, if any. The following provisions should also be incorporated in the MOU executed by the members of the consortium:

- (i) Only the leader of the consortium shall buy the bid document and submit bid on behalf of the consortium. The other members of the consortium shall ratify all the acts and decision of the Leader of the Consortium, which are taken in connection with and/or during the evaluation of the tender and execution of the contract.
- (ii) The bid security shall be in the name of the leader of the consortium on behalf of consortium with specific reference to consortium bid and name & address of consortium members. Similarly, the performance security shall be in the name of the leader on behalf of the consortium.
- (iii) The leader of the consortium on behalf of the consortium shall coordinate with OIL during the period the bid is under evaluation as well as during the execution of works in the event contract is awarded and he shall also be responsible for resolving dispute/misunderstanding/undefined activities, if any, amongst all the consortium members.
- (iv) Any correspondence exchanged with the leader of consortium shall be binding on all the consortium /joint venture members.
- (v) Payment shall be made by OIL only to the leader of the consortium towards fulfillment of the contract obligation.
- (vi) In case of consortium bids, the bid shall be digitally signed by the authorized representative of the leader of the consortium. The power of Attorney from each member authorizing the leader for signing and submission of Bid on behalf of individual member must accompany the bid, if the same is not mentioned in the MOU submitted along with the bid.
- (vii) Document/details pertaining to qualification of the bidder of document attached with the bidding documents must be furnished by each partner/member of consortium complete in all respects along with the bid clearly bringing up their experience especially in the form of work in their scope.
- (viii) **Constitution of consortium:** If during the evaluation of bid, a consortium leader proposes any alterations/changes in the constitution or replacement or inclusion or expulsion of any partner(s)/member(s) of the consortium which had originally submitted the bid, to drive some advantages/benefits based on any development(s) having come to knowledge at any time, the bid of such a consortium shall be liable for rejection.
- (ix) Signing of contract: In the event of award of contract to the consortium, the contract to be signed by the members of the consortium and the liability of each one of them shall be jointly and severally.

- (x) Members of the consortium are not allowed to quote separately/independently against this tender. All the bids received in such case will be summarily rejected. Further, all bids from parties with technical support from the same principal/Subsidiary/Co-Subsidiary/Sister subsidiary will be rejected.
- (xi) The consortium partners should satisfy the experience criteria as per Clause 1.0 above in their respective domain.
- (xii) Certified copies (attested by Director/Company Secretary) of Board resolutions passed by respective Board of Directors of the companies (Consortium leader and members) agreeing to entering into such consortium with each other for submission of bid for the NIT and authorising designated executives of each company to sign in the MOU to be provided along with the technical bid.
- (xiii) The MOU/Agreement should be legally valid i.e. it should be on a non-judicial stamp paper and notarised. In case of involvement of overseas bidder/consortium partner, the MOU / Agreement should be notarised / endorsed by Indian Embassy.

2.2 **Eligibility criteria in case Bid is submitted on the basis of the Technical Experience of the Parent/Subsidiary Company:** Offers of those bidders who themselves do not meet experience criteria as stipulated in clause 1.0 above can also be considered provided the bidder is a **100%** subsidiary company of the parent company (**supporting company**) which meets the above mentioned experience criteria or the parent company can also be considered on the strength of its **100%** subsidiary company (**supporting company**). However, the parent/subsidiary company of the bidder should on its own meet the technical experience as aforesaid and should not rely on its sister subsidiary/co-subsubsidiary company or through any other arrangement like technical collaboration etc. In that case, as the subsidiary company is dependent upon the technical experience of the parent company or vice-versa, with a view to ensure commitment and involvement of the parent/subsidiary company for successful execution of the contract, the participating bidder must enclose an agreement, as per format furnished vide **Attachment-I**, between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee, as per format furnished vide **Attachment-II**, from the parent/subsidiary company to OIL for fulfilling the obligations under the agreement, along with the technical bid.

2.3 **Eligibility criteria in case Bid is submitted on the basis of the Technical Experience of Sister Subsidiary/Co-Subsidiary Company:** Offers of those bidders who themselves do not meet the technical experience criteria stipulated in 1.0 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-subsidary company and the bidding company are both either directly owned 100% subsidiaries of an ultimate parent /holding company or 100% owned through intermediate 100% subsidiaries of an ultimate parent/holding company. The bidder must submit duly notarised valid document(s) establishing the legal relation amongst sister/co-subsidary, bidder and the ultimate Parent Company to the full satisfaction of the Company with detail shareholding pattern. The Company reserves the right to reject a bid if the documents are not found sufficient or satisfactory or proper to establish the required criteria of 100% subsidiary.
- (b) Provided that the sister subsidiary/co-subsidary company on its own meets the technical experience, criteria laid down in clause 1.0 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 **Attachment-III**, between them, their ultimate parent/holding company, along with the technical bid.

2.4 In both the situations mentioned in 2.2 and 2.3 above, following conditions are required to be fulfilled/documents to be submitted:

- i) Undertaking by Supporting Company or Ultimate Parent Company to provide a Performance Security (as per format and instructions enclosed at Proforma - J), 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 additional Performance Security amount required to be submitted by the supporting company / ultimate parent company. In such case bidding company shall furnish an undertaking that their foreign based supporting company / ultimate parent company is not having any Permanent Establishment in India in terms of Income Tax Act 1961 of India.
- ii) Undertaking from the supporting company / ultimate parent company to the effect that in addition to invoking the Performance Security submitted by the contractor, the Performance Security provided by supporting company shall be invoked by OIL due to non-performance of the contractor.

Note: In case Supporting company/ ultimate parent company fails to submit Performance Bank Guarantee as per (i) above, Bid Security submitted by the bidder shall be forfeited.

- 2.5 Any party who is extending support by way of entering into consortium/collaboration agreement or MOU with another party shall not be allowed to submit an independent Bid against this tender. Under such situation both the Bids shall be rejected. Further, all Bids from parties with technical collaboration support from the same principal against this tender shall be rejected.
- 2.6 Joint venture partnership / collaboration, with a firm bidding as an independent identity against this tender, will not be accepted.
- 3.0 The bids will be technically evaluated based on the requirements furnished in Part-3, Section-II (Scope of Work/Terms of Reference). Bids which do not conform to the minimum specifications of equipment, hardware and software furnished therein and do not include all the jobs/services mentioned in the tender document will be considered as incomplete and rejected.
- 4.0 The years of experience required for key personnel are specified in **Scope of Work, Section II, Part-3** and bidder must give an undertaking to provide the key personnel as per the same. Bids shall be rejected if the key personnel offered do not meet the specified requirement.
- 4.1 Bidder must submit detailed Bio-data of all key personnel to be deployed for the whole period of the project, along with the technical bid. Bidder shall deploy the same persons whose Bio-data is offered in the bid for data acquisition, processing and interpretation. They shall not be replaced or transferred without prior notification to the Company. Company's approval is essential in case they are desired to be replaced by the bidder with equally competent persons satisfying minimum experience criteria and Company's decision in this regard will be final.
- 5.0 **Mobilization:**  
The bidder shall complete mobilization as per Scope of Work (Section II) within 90 days after LOA and should also submit mobilization and completion of work plan within stipulated time schedule in Scope of Work (Section II). In case, the last date of scheduled mobilization of 90 days falls within non-operating period, the mobilization date would be extended up to end of monsoon break. **Mobilisation and de-mobilization charges shall be paid only for one seismic vessel one time only during the period under this contract.**

The Bidder is required to start the processing of the seismic data **within 10 days** of completion of seismic data acquisition of the 2D line in the respective area. If required, Bidder may initiate pre-processing jobs prior to completion of Data Acquisition of any area. However, this will be limited to data loading, Geometry update, QC, update of Navigation data, editing of the acquired seismic data, initial velocity picking, initial testing etc. of the lines/swaths on which data acquisition has completed. No processing parameter approval is sought before availability of entire seismic data for the respective area.

The bidder is also required to start the interpretation of seismic data within five (5) days of the completion of the processing of an area. The completion of the

processing means that the data is fully processed seismic data (in all aspect) and is ready for interpretation. The bidder however can get familiar with the area geology, structuration, tectonics, stratigraphy, drilled wells and results, and other geological parameters which will help them during the seismic data interpretation.

Company reserves the right for physical inspection of hardware and software resources and personnel prior to start of seismic data processing and seismic data interpretation at their seismic data processing centre and seismic data interpretation centre respectively. Any delay in mobilization period as specified shall attract liquidity damage as per the LD clause in tender document.

## **II) FINANCIAL EVALUATION CRITERIA:**

1.0 Annual Financial Turnover of the Bidder during any of preceding three financial/ accounting years from the original bid closing date should be at least **INR 113.08 Cr (or USD 15.13 Million)**.

2.0 In case the Bidder is a Consortium, then any one of the Consortium members individually shall have to meet the financial turn-over criteria as per Para 1.0 above. Other Consortium members individually shall have to meet the minimum financial turnover criteria of **INR 56.54 Cr (or US\$ 7.57 million)**, as per immediate audited financial year result.

3.0 **Net worth** of bidder should be minimum **INR 33.92 Cr or USD 4.54 Million** for the accounting year preceding the original bid closing date. Similarly, in case of consortium bidding, the Net Worth of all the consortium partners individually should be positive and cumulative **Net worth** should be equal to or more than **INR 33.92 Cr or USD 4.54 Million** for the accounting year preceding the original bid closing date.

**[Net worth** shall mean: "Share capital + Reserves created out of profits and securities Premium – Aggregate value of accumulated losses - account (excluding revaluation reserves) – deferred expenditure – Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation".

3.2.1 **Working Capital:** The Bidder should have minimum working capital equal to **INR 33.92 Cr or USD 4.54 Million** for the accounting year preceding the original bid closing date. Similarly, in case of consortium bidding the cumulative working capital should be minimum **INR 33.92 Cr or USD 4.54 Million** for the accounting year preceding the original bid closing date. In case the working capital is short, the bidder can supplement the same through line of credit from a scheduled commercial bank having net worth more than INR 100 Crores as per enclosed format vide **Annexure-D**.

**Note:** Working Capital shall mean “Current Assets minus Current liabilities” as per latest year’s audited consolidated annual Financial Statements.

3.2.2 **Bid Capacity:** The bidding capacity of the contractor should be equal to or more than the **INR 226.16 Cr or USD 30.26 Million** of the work put to tender. The bidding capacity shall be worked out by the following formula:

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

Where,

A = Maximum annual turnover in any one of the preceding three financial years

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

3.2.3 **Debt equity ratio:** Debt equity ratio of the bidder should not be more than 2: 1.

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

3.3 Documentary evidence in the form of Audited Balance Sheet and Profit & Loss Account for the preceding 03 (three) financial/accounting years should be submitted along with the technical bid.

Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial/ accounting year are not available with the Bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial/ accounting year excluding the preceding financial / accounting year will be considered. However, the Bidder has to submit an affidavit/undertaking certifying that 'the balance sheet/Financial Statements for the financial year ..... (as the case may be) has actually not been audited so far'.

Notes:

(a) For proof of annual turnover & net-worth any one of the following documents must be submitted along with the bid: -

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

OR

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

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



3.4 In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR or US\$, the Bidder shall have to convert the figures in equivalent INR or US\$ considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A Certificate authenticated by CA is to be submitted by the Bidder regarding converted figures in equivalent INR or US\$.

4.0 In case the Bidder is subsidiary company (should be 100% owned subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits its bid based on the strength of parent/ultimate parent/holding company, then following documents need to be submitted.

- i) Turnover of the parent/ultimate parent/holding company should be in line with Para II.1.0 above.
- ii) Net Worth of the parent/ultimate parent/holding company should be positive.
- iii) Corporate Guarantee (**as per Attachment -IV**) on parent/ultimate parent/holding company's company letter head signed by an authorised official undertaking that they would financially support their wholly owned subsidiary company for executing the project/job in case the same is awarded to them.
- iv) Document of subsidiary company being 100% owned subsidiary of the parent/ultimate parent/holding company.

### **III) COMMERCIAL EVALUATION CRITERIA:**

The following vital commercial criteria should be strictly complied with failing which the bid will be rejected:

1.0 Bids shall be submitted under single stage two-bid system i.e. Technical Bid and Priced Bid separately. Bids shall be rejected outright if the prices are indicated in the technical bids or if not conforming to this two-bid system.

2.0 Bidder shall offer firm prices. Price quoted by the successful Bidder must remain firm during the execution of the contract and not subject to variation on any account.

3.0 Bids with shorter validity i.e. less than **120 days** from the bid closing date shall be rejected as being non-responsive.

4.0 Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach OIL's office at Kakinada (KG & BEP Project Office) before bid closing date & time. A scanned copy of the bid security shall however be uploaded in OIL's e-procurement portal along with the Technical Bid. The amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. Bid without proper & valid Bid Security shall be rejected.

5.0 The Integrity Pact must be uploaded in OIL's e-procurement portal along with the Technical Bid duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. If any Bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.

6.0 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

7.0 The bid documents are not transferable. Bids made by Bidders who have not been issued the bid documents from the Company shall be rejected.

8.0 Bids shall be typed or written in indelible ink and shall be digitally signed by the Bidder or his authorized representative.

9.0 Bids shall contain no interlineations, erasures or over writing except as necessary to correct errors made by Bidders, in which case such corrections shall be initialled by the person(s) signing the bid.

10.0 Bidders shall bear, within the quoted rates, the personal tax as applicable in respect of their personnel and sub-contractor's personnel, arising out of execution of the contract.

11.0 Bidders shall bear, within the quoted rate, the corporate tax as applicable on the income from the contract.

12.0 Bidders shall quote their price exclusive of GST. The GST amount on the taxable part of the goods/services provided by the Contractor shall be paid by the Company as per provisions of the GST Act.

13.0 Any Bid containing false statement shall be rejected.

14.0 Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format" (Proforma – B) of Bid Document; otherwise the Bid will be summarily rejected. However, if no charge is involved for any of the work/item, '**NIL**' should be mentioned against such part of work. If any item in the Price Bid Format is left blank, then it will be construed that for that item bidder has quoted rate as "0". However, if a bidder indicates that they are not quoting for all the items then their offer will be rejected.

15.0 Bidders shall quote directly and not through their Agent/ Representative/Retainer/Associate in India. Bids submitted by Indian Agent/ Representative/Retainer/Associate on behalf of their foreign principals will not be considered and will be rejected straightway. One Indian Agent/Representative/Retainer/Associate cannot represent more than one foreign principal.

16.0 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected: –

- i. Performance Guarantee Bond Clause
- ii. Force Majeure Clause
- iii. Tax Liabilities Clause
- iv. Arbitration Clause
- v. Acceptance of Jurisdiction and Applicable Law Clause
- vi. Liquidated damage and penalty clause

- vii. Safety & Labour Law Clause
- viii. Termination Clause
- ix. Integrity Pact
- x. Withholding Clause
- xi. Customs Duty Clause**

17.0 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 the 'Technical Attachment Tab' through OIL's e-bidding 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. However, the following documents (in original) should necessarily be submitted in physical form, in a sealed envelope:

- (i) The original bid security and
- (ii) The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder.

17.1 The price bids, if any, submitted in physical form against e-procurement tenders shall not be given any cognizance.

18.0 Indian Bidders, whose proposal for technical collaboration/joint venture involves foreign equity participation or payment of royalty and/or lump sum for technical know-how and wherever Govt. approval is necessary, are required to submit copy of Govt. approval on their application prior to the date of price bid opening.

19.0 Bid involving a party in any form whose name is appearing in the prevailing list of banned/blacklisted vendors of Oil India Limited shall be rejected outright.

#### **20.0 Restriction of procurement from the countries sharing land border with India on grounds of Defence of India**

The hiring of services under this tender are subject to provisions of above policy issued by Government of India. Details of the policy are **enclosed herewith**. Bidder is required to comply with the provisions of this policy **and submit the Certificate** as stipulated thereon along with their Technical Bid.

#### **IV) GENERAL EVALUATION CRITERIA:**

1.0 The Statement of Compliance (enclosed **PROFORMA – D**) should be digitally signed and uploaded along with the Technical Bid (un-priced). In case Bidder takes exception to any clause of Tender Document not covered under BEC, then the Company has the discretion to load or reject the offer on account of such exception if the Bidder does not withdraw/modify the deviation when/as advised by the Company. The loading so done by the Company will be final and binding on the Bidders.

2.0 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 totality must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.

3.0 Any exception or deviation to the Tender requirements must be tabulated in **PROFORMA-D** of this Section by the Bidder in their Technical Bid only. Any additional information, terms or conditions included in the Commercial (Priced) Bid will not be considered by OIL for evaluation of the Tender.

4.0 The Integrity Pact (**Annexure-A**) must be uploaded in OIL's e-procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid.

5.0 The Company reserves the right to cancel/withdraw the tender or annul the bidding process at any time prior to award of contract, without thereby incurring any liability to the Bidders or any obligation to inform the Bidders of the grounds of Company's action.

6.0 If any clauses in the BEC contradict clauses elsewhere in the Bid Document, then the clauses in the BEC shall prevail.

7.0 Bid involving a party in any form whose name is appearing in the prevailing list of banned/blacklisted vendors of OIL INDIA LIMITED shall be rejected outright.

## **V. BID EVALUATION FOR COST:**

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 as above will be taken up for further evaluation as per the Price Evaluation Criteria given below.

1.0 The Bidders must quote their charges/ rates in the manner as called for vide "Schedule of Rates" under Part-3, Section-IV and the summarized Price Bid Format vide enclosed Proforma-B. Quoted prices must include all liabilities, taxes, customs duties including statutory liabilities but excluding GST which shall be quoted separately in the Price Bid format.

1.1 The lump sum Mobilization Charges quoted by the Bidders (excluding GST) should not exceed **10% (Ten percent)** of the total evaluated Contract value (excluding GST). **Bidder quoting mobilisation charges more than 10% (ten percent) of total evaluated contract value shall be straightway rejected.**

1.2 Commercial Bids shall be evaluated taking into account the rates quoted in the **"PRICE BID FORMAT"** as per **PROFORMA-B including quoted GST**. To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. The applicable Purchase/Price Preferences are listed in para 5.0 below.

2.0 It is, however, to be clearly understood that the assumptions made in respect of the quantity of various items in the Price Bid Format (**PROFORMA-B**) are only for the

purpose of evaluation of the bids. The Contractor will be paid on the basis of actual quantum of jobs carried out during job execution. However, execution of jobs in excess of the quantity mentioned herein requires Company's prior approval.

2.1 Arithmetical errors, if any, in the price bids will be rectified on the following basis.

"If there is a discrepancy between the unit rate and total amount (that is obtained by multiplying Unit Rate with Quantity), the unit rate shall prevail and the total amount shall be corrected accordingly. Similarly, if there is a discrepancy between words and figures, the amount quoted in words will prevail. If there is discrepancy between the percentage terms and calculated amount, the amount will be rectified by recalculating the amount as per the percentage terms. Any bidder who does not accept the said correction procedure, their bid will be rejected."

2.2 For evaluation of the bids, B.C. Selling market rate of State Bank of India, CAG Branch, Kolkata, prevailing one day prior to the price bid opening or the latest rate available as on one day prior to the price bid opening will be considered. Where the time lag between the price bid opening and final decision exceeds three months, the rate of exchange prevailed on the date prior to the date of final decision will be adopted for Conversion into single currency.

3.0 **Goods & Service Tax:** The bidder is to quote the rates/prices inclusive of all statutory liabilities, except the Goods & Service Tax (GST). GST as applicable shall be extra to OIL's account limiting to the rate quoted by the bidder until any statutory change takes place. However, the liability of payment of GST in case of Indian Bidder will rest on the Contractor while in case of foreign bidder not having any office in India; it will be Company's liability to pay the applicable amount of GST to the Competent Authorities.

4.0 **CUSTOMS DUTY:** The services under this Contract shall be carried out in the areas for which Customs Duty on goods/equipment/tools to be imported shall be applicable on merit. Bidders are to take note of the same while quoting and rates/prices must be quoted accordingly inclusive of applicable customs duty as may be required. **Company will not issue any recommendatory letter for essentiality certificates against this contract.** Clearance of goods through Indian Customs authority and all related expenditure on imported goods including customs duty, port rent, demurrage etc. as applicable will exclusively rest on the Contractor.

4.1 **DUTY DRAWBACK:** The bidder while quoting would need to consider the duty drawback as per notification No. 23/2008 dated 01.03.2008 available to them upon re-export of the equipment, if any. The bidder should also note that input tax credit would also be available to them on the IGST paid by them excluding duty drawback and this aspect should also be considered by them while quoting their rates.

4.2 Bidders are to declare the detailed information regarding the equipment, consumables etc. required to be imported in to India in connection with these operations in **Proforma-A** (enclosed).

## **5.0 PURCHASE PREFERENCE POLICIES**

**5.1** Purchase Preference to Micro and Small Enterprises registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME.

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

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

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

Note: The tendered services cannot be procured from multiple sources and are absolutely non splittable / non-dividable. Categorisation and various Criteria applicable to MSE bidders shall be guided by the Gazette notification no CG-DL-E-26062020-220191 dated 26.06.2020 issued by MSME. The existing enterprises registered under EM- Part-II or UAM till 30<sup>th</sup> June, 2020, shall continue to be valid only for a period up to the 31<sup>st</sup> day of March, 2021.

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

- i. Udyam Registration Number with Udyam Registration Certificate or
- ii. Proof of registration with District Industry Centres or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or Udyog Aadhar Memorandum or registration with any other body specified by Ministry of MSME

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

## **5.2 PURCHASE PREFERENCE POLICY-LINKED WITH LOCAL CONTENT (PP-LC):**

Purchase preference policy-linked with Local Content (PP-LC) notified vide Letter No. O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoP&NG shall be applicable in this tender.

5.2.1 Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions specified at **Clause No. 37.0 of Part-1 (ITB)** and shall have to submit all undertakings / documents applicable for this policy”.

5.2.2 Where both MSE and PPLC bidder(s) are entitled to Purchase Preference and neither of them is L-1, eligible MSE(s) (in order of ranking among MSEs) shall get preference over eligible PPLC bidder(s) to match its rates with that of L-1 bidder. However, if eligible MSE(s) decline(s) to match down the price, then the eligible PPLC bidder(s) in order of ranking among themselves shall be given the opportunity to match down its price to the price of L-1 bidder.

5.2.3 When MSE is already L-1 in the tender evaluation, contract shall be straightway awarded to MSE, without considering any Purchase Preference for PPLC bidder.

5.2.4 In case L-1 bidder is a PP-LC bidder, purchase preference shall be resorted to MSE bidder as per 'PPP for MSE-Order 2012'.

5.2.5 In case of participation of MSE and LC vendor against the tender, MSE vendor will be given preference over LC bidder to match with L1 bidder as per Public Procurement Policy. MSE vendor will be evaluated with 15% PP and LC vendor will be evaluated with 10% PP as MSE vendor does not have Local Content conditions as per Public Procurement Policy and the PP-LC policy is not applicable for MSME.

**NOTES TO BEC/BRC:**

1. All supporting documents/information as called for in compliance to various clauses of Bid Evaluation Criteria (BEC) above must be submitted with the Technical Bid, failing which the Bid shall be liable for rejection.
2. These supporting documents must be self-certified/digitally signed by Bidder's authorized person. Company also reserves the right to verify the original documents.
3. The assigned seismic survey jobs under the contract shall be carried out in Andaman Offshore Area. Bids from such parties shall not be considered for award of contract but rejected outright where restriction is imposed by Government of India (GOI) or due clearance is not granted by DGH/GOI. No correspondence whatsoever shall be entertained in this regard.

**END OF PART-2**

**Restriction of procurement from the countries sharing land border with India on grounds of Defence of India**

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority..

II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a country which shares a land border with India" for the purpose of this Tender means: -

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose *beneficial owner* is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The *beneficial owner* for the purpose of (III) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

**Explanation-**

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2 In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official



5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

**VII. The following Certificate is to be submitted by the bidders along with their Techno-Commercial Bid:**

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered [Where applicable, evidence of valid registration by the Competent Authority shall be attached]."

Note: The above policy/restrictions will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects

**Verification of Bidder's documents towards Bid Evaluation Criteria by Third Parties**

1.0 Oil India Limited (OIL) has engaged the following 09 (Nine) Independent Inspection Agencies to verify and certify of various documents required against BEC/BRC of the tender:

- i. M/s. RINA India Pvt. Ltd. (Ph 91 11 43045357)
- ii. M/s. Dr. Amin Controller Pvt. Ltd. (Email: [info@rcaindia.net](mailto:info@rcaindia.net))
- iii. M/s. Germanischer Lloyd Industrial Services GmbH (DNV GL- Oil & Gas)  
(Email: [mangesh.gaonkar@dnvgl.com](mailto:mangesh.gaonkar@dnvgl.com))
- iv. M/s. TÜV SÜD South Asia Pvt. Ltd.  
(Email: [pankaj.narkhede@tuv-sud.in](mailto:pankaj.narkhede@tuv-sud.in))
- v. M/s. IRCLASS Systems and Solutions Private Limited  
(Tel : +91-22-30519 400 / 9619006851)  
E-MAIL ID : [Asim.Hajwani@irclass.org](mailto:Asim.Hajwani@irclass.org); [industrial\\_services@irclass.org](mailto:industrial_services@irclass.org))
- vi. M/s. Gulf Lloyds Industrial Services (India) Pvt. Ltd.  
E-mail Id : [contact@gulflloyds.com](mailto:contact@gulflloyds.com); [inspection@gulflloyds.com](mailto:inspection@gulflloyds.com);  
[gulflloyds.india@gmail.com](mailto:gulflloyds.india@gmail.com)
- vii. M/s. TUV India Private Limited  
E-MAIL ID: [Shailesh.Deotale@ind.tuv.com](mailto:Shailesh.Deotale@ind.tuv.com)
- viii. M/s. TÜV Rheinland (India) Pvt. Ltd.  
E-MAIL ID : [Shailesh.Deotale@ind.tuv.com](mailto:Shailesh.Deotale@ind.tuv.com)
- ix. M/s. Bureau Veritas (India) Private Limited  
E-MAIL ID : [bvindia.corporate@in.bureauveritas.com](mailto:bvindia.corporate@in.bureauveritas.com)

2.0 The Bidders have to get verified and certified the various documents required against BEC/BRC of the tender by anyone of the above Independent Inspection Agencies and submit the duly certified Inspection Certificate by the Inspection Agencies along with the Technical Bid of the Tender. All Charges of the Third-party Independent Inspection Agencies towards verification of bidder's documents and certification thereof shall be borne by the respective bidders and Payments on account of above inspection, verification and certification shall be made directly by the Bidder to the Inspection Agency(s). OIL will not be responsible for any payment dispute between Bidders and Third Party Inspection Agencies.

3.0 As mentioned above, Bidder(s) have to submit the verified documents along with the Technical Bids. Bid submitted with un-verified supporting documents shall not be normally

considered. However, in case a bidder submits its bid alongwith all relevant supporting documents as per BEC/BRC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered provided it is accompanied by an Undertaking by the Bidder on their official letterhead to submit the duly verified copies/verification certificate within seven (7) days of actual bid opening. Company will neither send any reminder nor seek any clarification in this regard from such bidders, and the bid will be rejected outright if the bidder fails to submit the verified copies/verification certificate within seven (7) days of actual bid opening at its own risk and responsibility. If a bidder does not submit the undertaking towards submission of third party certification within 7 days from date of Bid Closing date, but certified document reaches us within the cut-off date of above seven (7) days, then such bids shall be considered.

4. The methodology of inspection/ verification of documents followed by the agencies is broadly as under but not limited to :

- (a) Oil India Limited will incorporate a relevant clause in the tender along with the list of empanelled inspection agencies where document verification pertaining to BEC/BRC of the tender is required. The prospective bidder will contact any of the empanelled inspection agencies against such tender. When prospective bidders approach any of the OIL's empanelled Inspection Agency, the agency will ask for the tender document and should go through the Tender Document, especially the requirements of BEC/BRC and list the documents to be verified. The inspection Agency 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**. A copy of the Inspection Certificate shall be directly sent to the Concerned Tendering officer of OIL INDIA LIMITED, mentioned in the respective tender.
- (b) Verification of documents are normally categorised as under:

➤ **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.

➤ **Additional Documents : ( If applicable against the tender)**

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

➤ **Technical Criteria**

- Experience Proof –To check Original Work Order as per BEC /criteria

- To check Company Name
- To check Similar Work Definition against Work Order, Scope of work (JV or Consortium too)
- To check the Execution period
- To Check the Completion Certificates – Letter of Appreciations of proper Execution
- Reference contact verification and true copy verification
- Match Original Work Order/Contract Copy with Soft Copies or notarized scan copies

➤ **Financial Criteria**

- Check Audited Balance Sheet – Turnover as per BEC along with the bidder's compliance with respect to the following clause:

Considering the time required for preparation of Financial Statements, if the last date of the preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that 'the balance sheet/Financial Statements for the financial year \_\_\_\_\_ (as the case may be) has actually not been audited as on the Original bid closing date as per format'.

- Check Net-Worth – as per BEC
- Check Notarization validity
- Check original audited Balance Sheet with scan copies.
- To check the Line of Credit, if incorporated in the tender.

-----      xxx      -----