OIL INDIA LIMITED KG BASIN PROJECT KAKINADA

AMENDMENT No. 2 Dated 16.11.2022 To TENDER No. IFB No. CBI1454P23

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

S1. No.	Section & Clause No.	Page No.	Original Clause	Amendment
1	INSTRUCTION TO BIDDERS 13.2 Submission of bids: (a)	Page No. 14 of 210	Printed catalogue and literature if called for in the bid document.	Printed or Soft Copy catalogue and literature if called for in the bid document.
2	Part-II BEC 1.4 Vintage of Tools/ Equipments: (i)	Page No. 24 of 210	Bids must meet the Vintage requirement of tools, equipment & Logging Unit as mentioned in Scope of Work.	Clause Deleted
3	Part-II BEC 1.4 Vintage of Tools/ Equipments: (ii)	Page No. 24 of 210	All Tools, Equipment and Units required for the services should be of latest version and should not be more than 10 years old as on the original bid closing date, as mentioned in Scope of Work. Bidder to confirm categorically the same in their bid.	Clause Deleted
4	Part-II BEC 1.8 Bidder as a Consortium (a)	Page No. 26 of 210	The leader of the consortium must satisfy the minimum experience criteria as per clause no. 1.2 and 1.3 above.	In view of the complexity of nature of work involved as covered by the Bidding Documents, it is anticipated that some of the intending bidders may pool their resources and experiences to form Consortia. However, consortium can only be formed with sister subsidiary / co-subsidiary companies having the same parent / holding company or within the same ultimate parent / holding company. The leader or any member of the consortium shall satisfy the minimum experience requirement as per Clause No. 1.3 above.

5	Part-II BEC 1.8 Bidder as a Consortium (n)	Page No. 27 of 210	The consortium partners should satisfy the experience criteria as per Clause 1.3 above in their respective domain.	Clause Deleted
6	Part-II BEC A) TECHNICAL EVALUATION CRITERIA: 1.13 TECHNICAL BID ENCLOSURES (iii)	Page No. 29 of 210	Technical specifications along with OEM, ISO/DNV certificate for the Wireline logging unit.	
7	Part-II BEC A) TECHNICAL EVALUATION CRITERIA: 1.13 TECHNICAL BID ENCLOSURES (iv)	Page No. 29 of 210	Technical specifications along with OEM certificates for the Wireline logging tools & other equipment being offered by the bidder. Bidders should include technical brochures / specifications and Purchase invoices of preferably all offered tools / equipment.	Technical specifications along with OEM certificates for the Wireline logging tools & other equipment being offered by the bidder. Bidders should include technical brochures / specifications and Purchase invoices of preferably all offered tools / equipment prior to the mobilization."
8	Part-II BEC A) TECHNICAL EVALUATION CRITERIA: 1.13 TECHNICAL BID ENCLOSURES (ix)	Page No. 30 of 210	Sample logs (hard copy) of all standard, special tools (mentioned in the Scope of Work) logged by them. (Company Name, Field Name, Well Name etc. may be blanked out on the sample logs).	Sample logs (printed or soft copy) of all standard, special tools (mentioned in the Scope of Work) logged by them. (Company Name, Field Name, Well Name etc. may be blanked out on the sample logs).
9	4.4 PURCHASE PREFERENCE TO MICRO AND SMALL BIDDERS:	Page No. 36 of 210	Provisions such as seeking support from another company by way of technical collaboration, submission of JV/ consortium 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 technical collaborators will be eligible for the benefits reserved for MSEs (i.e., exemption from payment of EMD and purchase preference). However, in case of submission of	Provisions such as seeking support from another company by way of Parent/Subsidiary/ Sister Subsidiary / Co Subsidiary company's experience / consortium 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 provided the supporting company for technical and financial strength is / are also a MSE's.

			Consortium bids by MSEs, in order to avail the benefits reserved for MSEs (i.e., exemption from payment of EMD and purchase preference), the MSE bidder shall have to rely on their own strength or on the strength of another MSE only to meet the various tender requirements including technical and financial evaluation criteria. In that case, all the members of the Consortium including the leader of the Consortium should be eligible MSEs. Further, in case of bid from incorporated JVC, in order to avail the above MSE benefits, the bidder is a WC aball have to be MSE unit	However, in case of submission of Consortium bids by MSEs, in order to avail the benefits reserved for MSEs, the MSE bidder shall have to rely on their own strength or on the strength of another MSE only to meet the various tender requirements including technical and financial evaluation criteria. In that case, all the members of the Consortium including the leader of the Consortium should be eligible MSEs. Further, in case of bid from JVC(incorporated), in order to avail the above MSE benefits, the bidder i.e., JVC shall have to be MSE unit.
10	Part-III Section-I General Conditions of Contract: 14.8	Page No. 53 of 210	i.e., JVC shall have to be MSE unit. Contractor shall, at his own expense, arrange appropriate comprehensive insurance to cover all risks assumed by the Contractor under this Contract in respect of Contractor's equipment, tools and any other belongings of the Contractor and its personnel as well deputed under this Contract during the entire period of their engagement in connection with this Contract including extensions if any. The Contractor shall also carry adequate insurance cover against damage/loss to third party person/property. OIL will have no liability on this account.	Contractor shall, at his own expense, arrange appropriate comprehensive insurance to cover all risks assumed by the Contractor under this Contract in respect of Contractor's equipment, tools and any other belongings of the Contractor and its personnel as well deputed under this Contract during the entire period of their engagement in connection with this Contract including extensions if any. The Contractor shall also carry adequate insurance cover against damage/loss to third party person/property.

11	Part-III Section- IGeneral Conditions of Contract: 15.2	Page No. 55 of 210	The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting there from. Neither Company nor its servants, agents, nominees, assignees, contractors, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and/or of its contractors or sub-contractor irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents nominees, assignees, contractors and sub-contractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.	Except as otherwise expressly provided herein, neither Company nor its servants, agents, nominees, assignees, contractors, subcontractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and/or of its contractors or sub-contractor irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents nominees, assignees, contractors and sub-contractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.
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12	Part-III Section-I General Conditions of Contract: 23.2	Page No. 58 of 210	Should Company discover at any time during the tenure of the Contract or till the Unit / equipment / tools are demobilized from site or base camp (if applicable) that the work does not conform to the foregoing warranty, Contractor shall after receipt of notice from Company, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at Contractor's own expenses. If such corrective Work is not performed within a reasonable time, the Company, at its option may have such remedial Work performed by others and charge the cost thereof to Contractor subject to a maximum of the Contract value payable for the defective work which needs corrective action which the Contractor must pay promptly. In case Contractor fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.	Should COMPANY discover at any time during the tenure of the Contract or till the Unit/equipment/tools are demobilized from site or base camp (if applicable) that the work does not conform to the foregoing warranty, Contractor shall after receipt of notice from Company, promptly perform any and all corrective work required to make the services conform to the Warranty but subject to availability of the Rig. Such corrective Work shall be performed entirely at CONTRACTOR's own expenses. If such corrective Work is not performed within a reasonable time, the COMPANY, at its option may have such remedial Work performed by others and charge the cost thereof to CONTRACTOR subject to a maximum of the contract value payable for the defective work which needs corrective action which the CONTRACTOR must pay promptly. In case CONTRACTOR fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.
13	Part-III Section-II SCOPE OF WORK 2.0 DURATION OF THE CONTRACT:	Page No. 78 of 210	The Contract shall be valid for a period of 03 (Three) years from the date of its commencement with a provision for extension up to further 1 (one) year at the same terms and conditions and mutually agreed rates but not higher than the original rate(s) of the contract. However, the rates, terms and conditions of Contract will continue until the completion, of the last well being	The Contract shall be valid for a period of 03 (Three) years from the date of its commencement. However, the rates, terms and conditions of Contract will continue until the completion of the last well being drilled inclusive of production testing and completion of the well, at the time of end of initial term of Contract or any extension thereof.

			drilled inclusive of production testing and abandonment of the well, at the time of end of initial term of Contract or any extension thereof.	
14	Part-III Section-II SCOPE OF WORK 4.0 VINTAGE:	Page No. 79 of 210	Bids must meet the Vintage requirement of tools, equipment & Logging Unit as mentioned in Scope of Work, where all tools, equipment and units required for the services should be of latest version. However, they should not be more than 7 (seven) years old as on the original bid closing date, as mentioned in Scope of Work.	Clause Deleted
15	Part-III Section-II SCOPE OF WORK5.0 MOBILIZATION PERIOD:	Page No. 79 of 210	Bidder must confirm unconditional acceptance to complete mobilisation within 90 days' time from the date of issue of Letter of Award (LOA) or Mobilisation Notice from the Company, whichever is later. For details, please refer to Paragraph 2 of Part-III, SECTION-III, Special Conditions of Contract (SCC)	Bidder shall complete mobilisation of requested tools & services within 90 days' time from the date of issue of Letter of Award (LOA) or Mobilisation Notice from the Company, whichever is later. For details, please refer to Paragraph 2 of Part-III, SECTION-III, Special Conditions of Contract (SCC).
16	Part-III Section-II SCOPE OF WORK 6.0 MOBILIZATION OF EQUIPMENT:	Page No. 79 of 210	Mobilisation of the Wireline Logging Unit and related equipment will be at the designated drilling site or as specified by OIL. Company will not take any responsibility for Mobilisation including transit insurance of the unit/equipment. For details, please refer to Paragraph 2 of Part-III, SECTION-III, Special Conditions of Contract (SCC).	Mobilization of wireline logging unit and related equipment will be at contractor's base in Odisha. Company will not take any responsibility for Mobilisation including transit insurance of the unit/equipment. For details, please refer to Paragraph 2 of Part-III, SECTION-III, Special Conditions of Contract (SCC).
17	Part-III Section-II SCOPE OF WORK 7.0 DEMOBILIZATION OF EQUIPMENT:	Page No. 79 of 210	Demobilization of the equipment from the last drilling site shall be completed by Bidder within 60 days of expiry/termination of the contract and charges, if any, should be quoted by bidder accordingly.	Demobilization of the equipment from the last drilling site shall be completed by Bidder within 60 days of expiry / termination / demob. notice of the contract and charges, if any, should be quoted by bidder accordingly.

The service provider will be required to carry out detailed processing & Interpretation (probabilistic method viz. ULTRA or ELAN Plus or The service provider will be required to carry equivalent) for the Service Codes Pout detailed processing & Interpretation Basic and PS-1(I) cost of which is to (probabilistic method viz. ULTRA or ELAN Plus be included in the "operating cost or equivalent) for the Service Codes P-Basic per standard job" on standard log and PS-1(I) cost of which is to be included in data (Gamma ray - Resistivity the "operating cost per standard job" on porosity - density - sonic log and/or standard log data (Gamma ray - Resistivity porosity - density - sonic log and/or other other available data) for quantitative Part-III Section-II analysis of lithology/ mineralogy, available data) for quantitative analysis of SCOPE OF WORK effective & total lithology/ mineralogy, effective & total porosity, 14.0 DATA Page permeability, fluid porosity, permeability, fluid saturation saturation PROCESSING & (movable/residual) & fluid type from (movable/residual) & fluid type from log data 18 No. 88 INTERPRETATION of 210 log data and submit the provisional and submit the provisional / preliminary **SERVICES** result within 6 hours from the time result within 10 hours from the time the i) Basic Log the survey is completed/ after survey is completed/ after handing over the Interpretation: handing over the recorded data to recorded data to Contractor. Final Report for Contractor. Final Report for Basic Basic Log interpretation is to be submitted Log interpretation is to be submitted within 72 hrs (soft copy acceptable). within 72 hrs (soft copy acceptable). Hardcopies and data (in suitable media) of Hardcopies and data (in suitable final processed product to be submitted within media) of final processed product to 7 days. Processed/ interpreted data must be be submitted within 7 days. submitted by Bidders representative stationed Processed/ interpreted data must be at KG, Kakinada base/BEP office. submitted by Bidders representative stationed at KG, Kakinada base/BEP office.

19	Part-III Section-II SCOPE OF WORK 14.0 DATA PROCESSING & INTERPRETATION SERVICES ii) Advanced Log Interpretation:	Page No. 88 of 210	The service provider will be required to carry out detailed processing & Interpretation of advanced logs for the Service Codes PS-2, PS-3, PS-4, PS-5 & PS-6, cost of which is to be included in the "operating cost per standard job" and submit the provisional result within 12 hours from the time the survey is completed/ after handing over the recorded data to Contractor. Final Report for Advanced Log Interpretation is to be submitted within 72 hrs (soft copy acceptable). Hardcopies and data (in suitable media) of final processed product to be submitted within 7 days. Processed/ interpreted data must be submitted by Bidders representative stationed at Bhubaneswar base/BEP office.	The service provider will be required to carry out detailed processing & Interpretation of advanced logs for the Service Codes PS-2, PS-3, PS-4, PS-5 & PS-6, cost of which is to be included in the "operating cost per standard job" and submit the provisional result within 72 hours from the time the survey is completed/ after handing over the recorded data to Contractor. Final Report for Advanced Log Interpretation is to be submitted within 72 hrs (soft copy acceptable). Hardcopies and data (in suitable media) of final processed product to be submitted within 7 days. Processed/ interpreted data must be submitted by Bidders representative stationed at Bhubaneswar base/BEP office.
20	Part-III Section-II SCOPE OF WORK 14.0 DATA PROCESSING & INTERPRETATION SERVICES (viii)	Page No. 88 of 210	In case of processing where second opinion is required for interpretation, the same must be made available by the Contractor from their other bases in India/abroad. Company will not provide equipment (viz. licensed satellite/Electronic media/Landlines etc.) necessary to transmit data to and from its Computer Center. Data transmission will be the responsibility of the Contractor.	Clause Deleted
21	Part-III Section-II SCOPE OF WORK 15.0 Deliverables: (b)	Page No. 92 of 210	Final data submission: Final data to be submitted within 03 (three) days of logging operation as follows:	Soft copy of final data to be submitted within 03 (three) days, while hard copy of logs and reports to be submitted within 05 (five) days of logging operation from the date OIL confirms data quality for final submission.

22	Part-III Section-II SCOPE OF WORK 16.0 OTHER REQUIREMENTS FOR WIRELINE LOGGING SERVICES: II. Logging Conditions, Tools & Equipment: (b)	Page No. 93 of 210	Contractor should make their own provisions for supply of compressed air required for pressure control system during "live-well cased hole operations". OIL shall not provide compressed air for such operations.	Contractor should make their own arrangement of crossovers and hoses required for supply of compressed air required for pressure control system during "live-well cased hole operations".
23	Part-III Section-II SCOPE OF WORK 16.0 OTHER REQUIREMENTS FOR WIRELINE LOGGING SERVICES: II. Logging Conditions, Tools & Equipment: (b)	Page No. 93 of 210	The unit must be capable of carrying out all the operations mentioned in the SOW up to a depth of 5000 m in vertical/deviated wells. Both sizes of cables (mono and multiconductor) should be available simultaneously to cater to the above well depth. Spare logging cable of both sizes must be available to avoid any delay in operations.	The unit must be capable of carrying out all the operations mentioned in the SOW up to a depth of 5000 m in vertical / deviated wells. Both sizes of cables (mono and multiconductor) should be available at contractor's base to cater to the above well depth. Spare logging cable of both sizes must be available to avoid any delay in operations.
24	Part-III Section-II SCOPE OF WORK 16.0 OTHER REQUIREMENTS FOR WIRELINE LOGGING SERVICES: III. Customer Instrument Service (CIS): (c)	Page No. 93 of 210	Contractors providing logging unit under CIS shall provide cable, winch system, rig-up equipment, well head system/pressure control equipment and operate the winch to lower the tool through his cable/system. Contractor will perform the rig-up and provide assistance in interfacing of the other Contractor's/OIL's equipment with their logging unit.	Contractors providing logging unit under CIS shall provide cable, winch system, rig-up equipment, well head system/pressure control equipment and operate the winch to lower the tool through his cable/system. Contractor will perform the rig-up and provide assistance in interfacing of the other Contractor's/OIL's equipment with their logging unit. Company to provide necessary crossovers and telemetry for the same.

25	Part-III SECTION-III SPECIAL CONDITIONS OF CONTRACT (SCC) Clause 1.22	Page No. 96 of 210	Interim/subsequent mobilization: Any mobilization of tool(s) or unit which takes places after the initial mobilization, any time during the contract period. It may be the first-time mobilization of a Special service which was not mobilized during initial mobilization or it may be the case of remobilization. Mobilization period shall be 90 days from issuance of notice in case of first-time mobilization and 60 days time in case of remobilization.	Interim/subsequent mobilization: Any mobilization of tool(s) or unit which takes places after the initial mobilization, any time during the contract period, it may be the first-time mobilization of a Special service which was not mobilized during initial mobilization, or it may be the case of remobilization. Mobilization period shall be 90 days from issuance of notice in case of first-time mobilization and 60 days' time in case of remobilization.
26	Part-III Section-III SPECIAL CONDITIONS OF CONTRACT (SCC)2.9 Completion of mobilisation (Unit/ Standard Toolls / Special Tools / Optional Tools):	Page No. 98 of 210	Subsequent to mobilization, the Company shall inspect the Contractor's equipment within 5 (five) days of receipt of the Contractor's Notice of Readiness for Inspection, both for initial and interim mobilization.	Subsequent to mobilization, the Company shall inspect the Contractor's equipment within 3 (three) days of receipt of the Contractor's Notice of Readiness for Inspection, both for initial and interim mobilization.
27	Part-III Section-III SPECIAL CONDITIONS OF CONTRACT (SCC) 2.9 Completion of mobilisation (Unit/ Standard Toolls / Special Tools / Optional Tools):	Page No. 98 of 210	NOTE: For Logging Unit: In case any Special service(s) are also requested in mobilization notice for mobilization along with Logging unit with Standard tools, then mobilization shall be treated as complete only if all the standard and requested special services are mobilized and inspected. However, in case of operational exigency OIL reserves the right to exercise the option of accepting partial mobilization (i.e., without one or more requested special service(s) but provided all	NOTE: For Logging Unit: In case any Special service(s) are also requested in mobilization notice for mobilization along with Logging unit with Standard tools, then mobilization shall be treated as complete only if all the standard and requested special services are mobilized and inspected. However, in case of operational exigency, OIL reserves the right to exercise the option of accepting partial mobilization if in its opinion the work can be carried out with requested basic logging services along with minimum explosives. OIL's decision in this regard is final and binding on the Contractor.

			standard services/equipment are mobilized) but without waiver of applicable LD/penalty.	
28	Part-III SECTION-III SPECIAL CONDITIONS OF CONTRACT (SCC) Clause 3.1 Default in timely mobilization of Logging units/Standard tools (including interim mobilizations of logging unit):	Page No. 99 of 210	Time is of the essence in this contract. In the event of the Contractor's default in timely mobilization (including interim mobilization) of Logging Units with Standard tools and Special services (as listed in the mobilization notice, if any) with personnel for commencement of operations within the stipulated period, the Contractor shall be liable to pay liquidated damages at the rate of 0.5% of contract value including rentals, operating charges, mobilization charges etc. per week or part thereof of delay subject to maximum of 7.5% of the contract value.	Time is of the essence of this Contract. In the event of the Contractor's default in timely mobilization of Logging Unit with tools & services (as listed in the mobilization notice) with personnel for commencement of operations within the stipulated period, the Contractor shall be liable to pay liquidated damages, subject to Clause 3.3 below, at the rate of 0.5% of the estimated contract value per week or part thereof of delay with maximum of 7.5% of the estimated contract value.
29	Part-III SECTION-III SPECIAL CONDITIONS OF CONTRACT (SCC) Clause 3.3	Page No. 99 of 210	In case of acceptance of partial mobilization (as mentioned in note of clause 2.9 above), above LD will continue to be applicable until all the requested special service(s) in the mobilization notice are mobilized.	In case of acceptance of partial mobilization (as mentioned in note of clause 2.9 above), LD will be applicable on the estimated contract price of the delayed items / services of the mobilization notice (@0.5% per week or part thereof of delay with maximum of 7.5%).
30	Part-III Section-III SPECIAL CONDITIONS OF CONTRACT (SCC) 4.0 VINTAGE OF EQUIPMENT, UNITS & TOOLS: (f)	Page No. 99 of 210	All Tools, Equipment and Units required for the services should be of latest version and should not be more than 10 years old as on the original bid closing date, as mentioned in Scope of Work.	All Tools, Equipment and Units required for the services should be of latest version as on the original bid closing date, as mentioned in Scope of Work.

31	Part-III Section-III SPECIAL CONDITIONS OF CONTRACT (SCC)7.0 Contractor's Personnel: (e)	Page No. 100 of 210	Contractor shall deploy a Service Coordinator who shall be contractor's principal representative at its operating base in Bhubaneswar / Cuttack, Orissa. The Service Coordinator shall be based in Bhubaneswar / Cuttack, Orissa and shall meet Company Personnel regularly to discuss current operations. It shall be the responsibility of Service Coordinator to plan and ensure that logging operations are performed uninterrupted during the contract period, ensure that the Contractor complies with all requirements under the contract, monitor job performance, maintain a smooth communication interface, ensure timely preparation of invoicing complete with signed supporting documentation etc. The Service coordinator shall have minimum five (05) years of experience in providing wireline logging services including perforation operations. He/she shall be technically sound and shall monitor operations and service performance.	Contractor shall deploy a Service Coordinator who shall be contractor's principal representative. The Service Coordinator shall meet Company Personnel regularly to discuss current operations. It shall be the responsibility of Service Coordinator to plan and ensure that logging operations are performed uninterrupted during the contract period, ensure that the Contractor complies with all requirements under the contract, monitor job performance, maintain a smooth communication interface, ensure timely preparation of invoicing complete with signed supporting documentation etc. The Service coordinator shall have minimum five (05) years of experience in providing wireline logging services including perforation operations. He/she shall be technically sound and shall monitor operations and service performance.
32	Part-III SECTION-III SPECIAL CONDITIONS OF CONTRACT (SCC) Clause 8.12	Page No. 103 of 210	Notice for Job operation at wellsite will be given before 48 hours of Job Readiness.	Notice for Job operation at wellsite will be given before 48 hours of Job Readiness. In case the logging operation requires explosives, Notice for Job operation at wellsite will be given before 72 hours of Job Readiness.

33	Part-III SECTION-III SPECIAL CONDITIONS OF CONTRACT (SCC) Clause 9.3	Page No. 103 of 210	9.3 Company shall provide normal facilities at/around well-site at its cost to Contractor including but not limited to: a) Water, Electric Power; b) Crane/ forklift/Bulldozer usage, if required; c) Radio/telephone communication facilities between well-site and Contractor's base.	Company shall provide normal facilities at/around well-site at its cost to Contractor including but not limited to: a) Water, Electric Power. b) Crane/ forklift/Bulldozer usage, if required. c) Radio/telephone communication facilities between well-site and Contractor's base. d) Food for contractor personnel. e) Accommodation at well-site for contractor personnel may be provided, if available.
34	Part-III Section-III SPECIAL CONDITIONS OF CONTRACT (SCC) 10.1 Equipment stuck in hole and fishing operations:	Page No. 104 of 210	NB: In case of Cable guided fishing operation where Contractor's equipment and manpower is also involved in the operation, the Company shall not assume responsibility for failure which is attributable to Contractor's equipment or to Contractor's part of the operation	Clause Deleted
35	Part-III Section-III SPECIAL CONDITIONS OF CONTRACT (SCC)10.3 Reimbursement for loss of Sub- Surface equipment:	Page No. 105 of 210	Notwithstanding any provision under this contract to the contrary, Company shall assume liability except in the event of gross negligence or Willful Misconduct on the part of Contractor, for loss or damage to the Contractor's or sub contractor's sub-surface equipment and the downhole property of Contractors or Sub-contractors in the hole below the rotary table, subject to conditions prescribed herein below. Company shall at its option either reimburse the Contractor for the value of lost or damaged equipment/tools as declared in the import invoices at the time of mobilization (or subsequent	Notwithstanding any provision under this contract to the contrary, Company shall assume liability except in the event of gross negligence or Willful Misconduct on the part of Contractor, for loss or damage to the Contractor's or sub contractor's sub-surface equipment and the downhole property of Contractors or Sub-contractors in the hole below the rotary table, subject to conditions prescribed herein below. Company shall at its option either reimburse the Contractor for the value of lost or damaged equipment / tools as declared in the import invoices at the time of mobilization (or subsequent replacement / addition) of the same equipment / tools or CIF value as reflected in Price Bid Format hereto whichever is lower (Plus customs duty paid by the contractor for the equipment tool lost /

			replacement/addition) of the same	damaged, provided that the said custom duty
			equipment/ tools or CIF value as reflected in Price Bid Format hereto	was not borne by the Company and contractor produces the documentary evidence towards
			whichever is lower (Plus customs	payment of customs duty.) for any such loss or
			duty paid by the contractor for the	damage, less depreciation @3% per month
			equipment tool lost/ damaged,	from the date of commencement of this
			provided that the said custom duty	contract or interim mobilization of the lost
			was not borne by the Company and	equipment / tool whichever is later with a
			contractor produces the	maximum depreciation equivalent to 50% of
			documentary evidence towards	CIF value as indicated by the Contractor or at
			payment of customs duty.) for any	its option replace similar equipment / tools to
			such loss or damage, less	the satisfaction of the Contractor and any
			depreciation @3% per month from	transportation expenses incurred in
			the date of commencement of this	connection herewith. All such costs shall be
			contract or interim mobilization of	payable by Company only after Contractor
			the lost equipment/tool whichever is	undertakes in prescribed format that the
			later with a maximum depreciation	particular equipment / tools in question is not
			equivalent to 50% of CIF value as indicated by the Contractor or at its	covered by Contractor's insurance policies. For any such loss / damage, the contractor must
			option replace similar	notify the Company in writing within one
			equipment/tools to the satisfaction	month from the date of the lost tool and claim
			of the Contractor and any	thereof must be made within six months of the
			transportation expenses incurred in	date of the lost tool.
			connection herewith. All such costs	date of the lost tool.
			shall be payable by Company only	
			after Contractor undertakes in	
			prescribed format that the particular	
			equipment/tools in question is not	
			covered by Contractor's insurance	
			policies. For any such loss/damage,	
			the contractor must notify the	
			Company in writing within one	
			month from the date of the lost tool	
			and claim thereof must be made	
			within six months of the date of the	
			lost tool or before expiry of the	
	D	-	Contract, whichever is earlier.	
36	Part-III Section-III	Page	However, in the event of wire-line	However, in the event of wire-line cable failure
	SPECIAL	No.	cable failure/ other cable issues, all	/ other cable issues excluding in the event of

	CONTRACT (SCC) 210 unusable/affected shall go und zero-rental from the date of la successful logging operation with the contraction of the contrac		unusable/affected shall go under zero-rental from the date of last successful logging operation with that cable up to a maximum of one	cable damage / cut due to fishing operations, all services which are rendered unusable / affected shall go under zero-rental from the date of failure to the date it is declared functional.	
37	Part-III SECTION-III SPECIAL CONDITIONS OF CONTRACT (SCC) Clause 11.5 (a) (i)	Page No. 108 of 210	In case of tool removal with prior information to OIL, penalty charges shall be recovered from the Contractor for the unavailable service(s) as per schedule mentioned in Table 4 in Clause 11.3(f) of this section if the tool is not made available for use within 14 days from the day of removal.	In case of tool removal with prior information to OIL, penalty charges shall be recovered from the Contractor for the unavailable service(s) as per schedule mentioned in Table 4 in Clause 11.3(f) of this section if the tool is not made available for use within 14 days from the day of removal. Moreover, bidder shall not claim the rental for the period while tools removed.	
38	Part-IIISECTION- III SPECIAL CONDITIONS OF CONTRACT (SCC) Clause 14.2	Page No. 109 of 210	Notwithstanding anything to the contrary contained herein, it is agreed that Company shall release, indemnify and hold Contractor and its Sub-contractors harmless from any and all claims, judgments, losses, expenses and any costs related thereto (including but not limited to Court costsand 'Attorneys fees) for:a) Damage to or loss of any reservoir or producing formationb) Damage to or loss of any wellc) Any other subsurface damage or loss, andd) Any property damage or loss or personal injury or death arising out of or in connection with a blowout, fire explosion and loss of well control regardless of cause.	Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between the Contractor and Company that the responsibility for pollution or contamination shall be as follows: i) The Contractor shall assume all responsibility and liability for cleaning, removal and controlling pollution or contamination which originates from Contractor's equipment and facilities above the surface. Contractor shall protect, defend and save the Company harmless from and against all claims, demands and causes of action of every kind and character arising from all pollution, contamination, which may occur from any cause, save and except pollution or contamination for which the Company assumes liability in terms of Sub-clause (ii) below. ii) The Company shall assume all responsibility for all other pollution and	

				contamination (including cleaning, control and removal of the pollutant involved) and shall protect, defend and save the Contractor harmless from and against all claims, demands and causes of action of every kind and character arising from all pollution, contamination, which may occur from any cause, save and except pollution or contamination for which the Contractor assumes liability in terms of Sub-clause (i) above.
				iii) In the event, a third party commits an act or omission which results in pollution or contamination for which either the Contractor or Company, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between the Contractor and Company, to be the same as if the party for whom the work was performed and all of the obligations respecting defiance indemnity, holding harmless and limitations of responsibility and liability, shall be specifically applied.
39	Part-III Section-III SPECIAL CONDITIONS OF CONTRACT (SCC) 20.0 PAYMENT FOR DEMOBILIZATION : (d)	Page No. 114 of 210	Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period),	Proof of re-export / block transfer of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period),
40	Part-III Section-IV SCHEDULE OF RATES	Page No.117 of 210	The bidder shall quote their rates for services in their price bid as per the format vide Proforma-B and B1 and these shall be guided by following Schedule. Payment shall be made for the actual work done and all "DAY RATE" charges shall be payable after	The bidder shall quote their rates for services in their price bid as per the format vide Proforma-B and B1 and these shall be guided by following Schedule. Payment shall be made for the actual work done and all "MONTHLY RATE" charges shall be payable after prorating to nearest Day.

			prorating to nearest hour.	
41	Part-III Section-IV SCHEDULE OF RATES 1.0 LIMITS ON CHARGES: 1.4	Page No.117 of 210	Operating charge of any equipment/service (including processing charges wherever applicable) should be between 50% and 100% of its monthly rental charge.	Operating charge of any equipment / service (including processing charges wherever applicable) should be between 100% and 150% of its monthly rental charge.
42	Part-III Section-IV SCHEDULE OF RATES 4.0 MONTHLY FIXED (RENTAL) CHARGE (Price Bid Format): 4.1	Page No.118 of 210	Payment of monthly rental charges shall commence from the date the loggingunit/tools/equipment etc. are inspected and certified for readiness of operation by Company representative after their arrival in designated base camp up to the date of demobilization/expiry of contract or till the date of de-hiring of any tools/equipment/services.	Payment of monthly rental charges shall commence from the date the logging unit / tools / equipment etc. are inspected and certified for readiness of operation by Company representative after their arrival in Contractor's designated base camp up to the date of demobilization / expiry of contract or till the date of de-hiring of any tools / equipment / services."
43	Part-III Section-IV SCHEDULE OF RATES 4.0 MONTHLY FIXED (RENTAL) CHARGE (Price Bid Format): 4.2	Page No.118 of 210	Under such situation, the mobilization charges of the failed unit/tool(s) shall not be paid till the unit/tool performs satisfactorily. In case the mobilization charges already paid, the same shall be recovered from the contractor and it will be paid to them only after satisfactory performance. However, for LD purpose, the original expiry date of the stipulated mobilization period shall be considered.	Under such situation, the mobilization charges of the failed unit/tool(s) shall not be paid till the unit/tool performs satisfactorily. In case the mobilization charges already paid, the same shall be recovered from the contractor and it will be paid to them only after satisfactory performance. However, for LD purpose, the original date of mobilization shall be considered.
44	Part-III Section-IV SCHEDULE OF RATES 4.0 MONTHLY FIXED (RENTAL) CHARGE (Price Bid Format): 4.4	Page No.119 of 210	Monthly charges for Special tools, which may be mobilized for a specific period as per Company's requirements, would be applicable from the date it arrives at Base and is certified by the Company's representative to be in readiness to undertake the operation/services, up to the date of expiry of mobilization	Monthly charges for Special tools, which may be mobilized for a specific period as per Company's requirements, would be applicable from the date it arrives at Base and is certified by the Company's representative to be in readiness to undertake the operation / services, up to the date of demobilization / expiry of contract.

			period/expiry of contract.	
45	Part-III Section-IV SCHEDULE OF RATES 6.0 MILEAGE CHARGE (TR-6 in Price Bid Format): (xi) SCHEDULE OF PAYMENT	Page No.123 of 210	Contractor shall raise invoice for the mobilization charges when the entire equipment and personnel are ready at sites for starting the job as certified by Company authorized representative after verification/inspection.	Contractor shall raise invoice for the mobilization charges when the entire equipment and personnel are ready at sites for starting the job and completion of mobilization is certified by Company's authorized representative.
46	ANNEXURE-B Technical Specifications cum Evaluation Table Service Code: TR-1 Sl. No. 3	Page No. 175 of 210	The 7-conductor cable shall have minimum rated breaking strength of 24,000 lbs. The cable should be new and without splice at the time of deployment.	3. The 7-conductor cable shall have minimum rated breaking strength of 24,000 lbs. The cable should be without splice at the time of deployment.
47	ANNEXURE-B Technical Specifications cum Evaluation Table Service Code: A- 13A/A-13B BRIDGE PLUG SETTING / RETAINER PACKER SETTING Other Requirements (ii)	Page No. 181 of 210	Bridge plugs and packers will be supplied by OIL.	Bridge plugs and packers will be supplied by OIL. Also, necessary Adapter kits for the above services will be provided by OIL.
48	ANNEXURE-B Technical Specifications cum Evaluation Table Service Code: A- 14A/14B THROUGH TUBING PERFORATION (SEMI- EXPENDABLE/ RETRIEVABLE)	Page No. 181 of 210	For Spiral Phase SPF: 6 EHD ≥ 0.26 inches TTP ≥ 34 inches (Bidder to provide API 19B/ API 43 certificate.) For Zero Phase: SPF: 6 EHD ≥ 0.26 inches TTP ≥ 34 inches (Bidder to provide API 19B/ API 43 certificate	For Spiral Phase SPF: 6 EHD ≥ 0.26 inches TTP ≥ 25 inches (Bidder to provide API 19B/API 43 certificate.) For Zero Phase SPF: 6 EHD ≥ 0.26 inches TTP ≥ 27 inches (Bidder to provide API 19B/API 43 certificate.)

49	ANNEXURE-B Technical Specifications cum Evaluation Table Service Code: S-3 MICROELECTRIC IMAGER TOOL	Page No.184 of 210	At least 59% coverage in 7 % inch hole in one pass.	At least 59% coverage in 7 %" hole or 67% in 8½ " hole, in single pass.	
50	PROFORMA-B1 Item A-6 Side Wall Core		Estimated Job units per job (G): 30	Estimated Job units per job (G): 24	
51	PROFORMA-B1 Item TR-6 Mileage Charge - Logging Unit		Job Quantity: 200	Estimated Job units per job: 250 (Column M) Job Quantity: 60 (Column R)	
52	Part-III SECTION-III SPECIAL CONDITIONS OF CONTRACT (SCC) Newly Added Clause No. 26.0 IP Ownership	Page No. 116 of 210		While performing the Work for the Company, Contractor may utilize expertise, know-how and other intellectual capital (including intellectual property) and develop additional expertise, know-how and other intellectual capital (including intellectual property) which are Contractor's exclusive property and which Contractor may freely utilize in providing services for its other customers. Except where expressly and specifically indicated in writing, and in exchange for appropriate agreed payment, Contractor does not develop any intellectual property for ownership by Company, Contractor retains sole ownership of any such intellectual capital (including intellectual property) created by Contractor during the course of providing the Services.	
53	Part-IIISECTION-III SPECIAL CONDITIONS OF CONTRACT (SCC) Newly Added Clause No. 27.0 IP Infringement	Page No. 116 of 210		Contractor shall indemnify and hold the Company harmless from any third-party claims arising on account of intellectual property infringement with respect to its services or products except where such infringement is caused due to: 1. Specific modification or design of Contractor	

equipment or Services to meet Company's
specifications.
2. Combination of Contractor's equipment or
Services in combination of other equipment
and / or services not recommended by
Contractor,
3. Out of unauthorized additions or
modifications of Contractor's equipment or
services by Company, or
4. Company's use of Contractor's equipment or
Services that does not correspond to
Contractor's published standards or
specifications; in which case, the Company
shall indemnify and hold the Contractor
harmless.

- 2.0 **Revised BEC, PROFORMA-B** and **PROFORMA-B1** are enclosed herewith. The excel formats of Revised PROFORMA-B and PROFORMA-B1 are uploaded under "Notes & Attachments" tab of Technical RFx in OIL's e-Tender Portal. **Bidders are to submit their price bids as per** <u>Revised PROFORMA-B1</u> and <u>Revised PROFORMA-B1</u> only.
- 2.1 Further, the **Wireline Specifications** (Excel file containing **Total 6 Sheets**) is uploaded under "Technical Attachments" tab of Technical RFx in OIL's e-Tender Portal. It needs to be submitted by bidders duly filled in with Techno-Commercial Bid.
- 3.0 The Bid Closing / Opening date is extended up to **09.12.2022**.
- 4.0 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

BID EVALUATION CRITERIA (BEC)

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 prior to the Bid Closing Date of 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 rejected outright.

1.0 GENERAL CONFORMITY:

Bids will be rejected in case the services offered do not confirm to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid 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.

The bidder must be incorporated/constituted in India and must maintain equal to or more than 20% local content (LC) for the offered services to be eligible to bid against this tender. Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of Purchase preference policy linked with Local Content (PP-LC) notified vide Letter No. FP-20013/2/2017-FP-PNG dated 17.11.2020 by - MoPNG (including subsequent amendments thereof, if any) shall be applicable. If such local content is not maintained during execution of contract, OIL reserves the right to invoke the Performance Securities submitted by the bidding and supporting companies, in addition to resorting to other options as may be deemed appropriate.

Whether or not the bidders want to avail PP-LC benefit against this tender, it is mandatory for them to meet the following at the bidding stage:

- (a) Without specifying the unit rates and bid amount in the technical bid, the bidder must specify the percentage (%) of local content in their bid (duly signed & sealed by the Power of Attorney holder), without which the bid may be rejected being non-compliant. Such undertaking shall become a part of the contract, if awarded.
- (b) The aforesaid undertaking of the bidder shall also be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content as mandated in the Government Notification No. FP20013/2/2017-FP-PNG dated 17th November 2020 for PP-LC.
- (c) Along with the technical bid, bidder must submit a copy of their Certificate of Incorporation/Registration or any other valid document(s) which substantially establishes its constitution in India.

2.0 BID EVALUATION CRITERIA:

A) TECHNICAL EVALUATION CRITERIA:

1.1. Bidders must meet the following criteria:

- a) Bidder: The Bidder must be incorporated in India and must maintain minimum 20% local content for the offered services. With regard to calculation of local content and submission of documents during bidding & execution of contracts, provision of Purchase Preference Policy (Linked with Local Content) shall be applicable. If such local content is not maintained during execution of contract, OIL reserves the right to invoke the Performance Securities submitted by the bidding and supporting companies.
- b) Bidder can be any proprietorship firms, partnership firms, private limited companies, Public limited companies including PSUs, Consortium or incorporated Joint Venture (JV) meeting the Bid Evaluation Criteria as mentioned below.

1.2. The bidder must quote for the items listed below:

- a) Logging Unit (with standard + Special tools): as described in Part-III, Section-II (Table-1)
- b) Data processing services as described in Part-III, Section-II (Table-2)

<u>Note</u>: Bidders must quote for all the Logging Services and data processing services as described above. Part offer (i.e., offer for part items of Table-1 and Table-2 will not be accepted and rejected.

1.3. EXPERIENCE OF BIDDER

- (i) The Bidder must have at least 5 (five) years' experiences of providing satisfactory Wireline Logging Services both open-hole and cased-hole, perforations and other well completion Services. Bidders must have carried out at least 150 numbers **each of** open-hole and cased-hole jobs (logging, perforations and other well completion jobs) in the last **seven years reckoned** from the original bid closing date of this tender.
 - Also, Bidder must have the experience of both open-hole and cased-hole logging, perforations and other services as per Scope of Work in wells of more than 2000 m depth. Towards experience of 150 nos. of jobs, bidder must submit required supporting documents such as copies of LOA, Contract Copy / Work Order along with either of the following:
- a) Performance Certificate/Completion Certificate from employer engaged in exploration and development activities mentioning the number of open hole & cased hole jobs performed.
- b) Undertaking from the Authorized Signatory of the bidder confirming the number of open hole & cased hole jobs performed.

- (ii) The Bidder must categorically confirm to deploy the required number of qualified, experienced, and competent manpower for carrying out the wireline logging, perforation and other associated operations under the Contract. Logging engineer(s) to be deployed must have relevant experience of minimum 3 years in wireline logging and perforation jobs. Bidder to confirm to obtain OIL's approval before deployment of the above personnel during mobilization. OIL reserves the right to accept or reject the Bidder's proposed personnel without assigning any reason. No change in the assigned crew and wellsite should be done without prior approval from OIL.
- (iii) The Data Processing personnel must have minimum 4 (four) years' experience in processing and interpretation of wireline log data, as mentioned in the Scope of Work. Bidder to confirm to obtain OIL's approval before deployment of the above personnel during mobilization. OIL reserves the right to accept or reject the Bidder's proposed personnel without assigning any reason. No change in the assigned crew and wellsite should be done without prior approval from OIL.

1.4. Deleted

1.5. OTHER REQUIREMENTS:

Bidder must comply the following:

- (i) The bids along with all technical documentation must be in English language only. **Otherwise**, **Bids will be rejected.**
- (ii) Bids must meet the Technical Specifications & requirement of all the Units/tools/ services as mentioned in Table-1& Table-2 of the bidding document.
- (iii) All the tools quoted by bidder which are mentioned in Scope of Work should preferably be available in India. It includes all standard, special and optional tools. Bidder to categorically confirm the same in their technical bid.
- (iv) Bids must not contain statements like "under field test and shall be supplied by the time the Contract is signed" or "Specifications will be upgraded in the event the Contract is awarded" w.r.t any tools/equipment that is to be supplied as given in the Scope of Work.
- (v) The Logging Unit offered must be **truck-mounted integrated logging unit** capable of running all the Services of each category as given in the Scope of Work.
- (vi) Bidders must give an undertaking to the effect that they are capable of processing and interpreting the log data to provide processed and interpreted provisional results to OIL, wherever applicable, within 72 hours from the time the logging survey is completed / recorded data is handed over to the Contractor at Bhubaneswar base/Contractor's Data Processing Centre.
- (vii) All the documents, certificates, information in support of meeting above criteria must be submitted along with the Technical Bid.

- 1.6. **Indian Joint Venture Company as bidder**: In case the bidder is bidding through
 - a Joint Venture, then either the Indian bidder or its Joint Venture partner must meet the criteria under clause **1.3** above. The Joint Venture shall maintain minimum 20% local content as mentioned in clause 1.1 above.
- 1.6.1 Indian bidders quoting based on joint venture, shall submit a Memorandum of Association (MOA) with their joint venture partner clearly indicating their roles and responsibilities under the scope of work, which shall also be addressed to OIL and remain valid and binding throughout the contract period, including extension if any.
- 1.6.2 Indian Joint Venture Companies with foreign participation: Indian bidders whose proposal for 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 (Secretariat for Industrial Assistance), prior to the date of price bid opening. Bidder must submit along with their technical bid Memorandum of Understanding (MOU)/Agreement with their Joint venture partner (in case of Joint venture) clearly indicating their roles & responsibilities under the scope of work.
- 1.6.3 MOU/Agreement concluded by the bidder with 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.
- 1.6.4 The MOU/Agreement should be legally valid i.e., it should be on a non-judicial stamp paper and notarized. In case of involvement of overseas partners/members, the MOU / Agreement should be notarized / endorsed by Indian Embassy.
- 1.7. **Bidding Through Technical Collaboration**: In case, the Bidder is an Indian Company bidding through technical collaboration, the bidder should meet the experience criteria as per clause 1.3 above. The Indian Bidder shall maintain minimum 20% local content as mentioned in clause 1.1 above.
- 1.7.1 Also, in case the Indian Company does not meet the minimum experience criteria as per clause 1.3 above, they may also submit the bid on the strength of Technical Collaborator (in case of technical collaboration). However, Technical collaborator at its own shall meet the laid down experience criteria and not based on collaboration with some other firm(s). Also, the Indian company (in case of technical collaboration) must meet the financial criteria under Clause No. 2.1 and 2.2 below.
- 1.7.2 Indian bidders quoting based on technical collaboration, shall submit a Memorandum of Understanding (MOU) with their technical collaborator clearly indicating their roles and responsibilities under the scope of work, which shall also be addressed to OIL and remain valid and binding throughout the contract period, including extension if any.

- 1.8. **Bidder as a Consortium:** In case the Bidder is a Consortium of Companies (leader of the consortium should be incorporated in India and the Consortium shall maintain minimum 20% local content as mentioned above. The following requirements must be satisfied by the Bidder:
 - (a) In view of the complexity of nature of work involved as covered by the Bidding Documents, it is anticipated that some of the intending bidders may pool their resources and experiences to form Consortia. However, consortium can only be formed with sister subsidiary / cosubsidiary companies having the same parent / holding company or within the same ultimate parent / holding company. The leader or any member of the consortium shall satisfy the minimum experience requirement as per Clause No. 1.3 above.
 - (b) The leader of the Consortium must submit bid on behalf of consortium of Bidders. Memorandum of Understanding (MOU) between the Consortium members duly executed by the CEO/Authorized person of the respective organization of the consortium members and notarized, must accompany the bid which should clearly define role/scope of work of each partner/member and should clearly define the leader of consortium and also authorize the leader for signing and submission 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 extensions, if any. The following provisions should also be incorporated in the MOU executed by the members of the Consortium.
 - (c) Only the Leader of the consortium should register in the e-tender portal and submit bid on behalf of the Consortium. The other members of the Consortium shall ratify all the acts and decisions of the Leader of Consortium, which are taken in connection with and/or during the evaluation of the tender and execution of the contract.
 - (d) The Bid Security undertaking shall be in the name of the Leader of the consortium on behalf of consortium with specific reference to consortium bid and with name(s) & address(es) of Consortium members. Similarly, the Performance Security shall be in the name of the Leader on behalf of the Consortium.
 - (e) 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.
 - (f) Any correspondence exchanged with the leader of consortium shall be binding on all the consortium members.
 - (g) Payment shall be made by OIL only to the leader of the consortium towards fulfilment of contract obligations. OIL may also consider direct payment to individual consortium members within the same vertical, provided the consortium, so formed is complied with the terms of the Circular No. 07/2016 dated 07th March 2016 issued by the Central Board of Direct Taxes (CBDT). For direct payment required for their part of scope of works, the same should be clearly indicated in the bid as well as in MoU along with member-wise details of price break up.

- (h) In case of Consortium bids, the bid shall be digitally signed by the authorized representative of the leader of Consortium. The Power of Attorney from each member authorizing the leader for signing and submission of Bid on behalf of individual member must accompany the bid offer.
- (i) Documents/details pertaining to qualification of the BIDDER 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.
- (j) Constitution of Consortium: If during evaluation of bid, a consortium leader proposes any alterations/ changes in the constitution or replacement or inclusion or expulsion of any partner(s)/ member(s) of the consortium which had originally submitted the bid, to drive some advantages/benefits based on any development(s) having come to his knowledge at any time, the bid of such a consortium shall be liable for rejection.
- (k) **Signing of Contract**: In the event of award of contract to the consortium, the contract to be signed by all the members of the consortium and the liability of each one of them shall be jointly and severely.
- (1) 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.
- (m)Certified copies (attested by Director/Company Secretary) of Board resolutions passed by respective Board of Directors of the companies (Consortium leader and members) agreeing to entering into such consortium with each other for submission of bid for the NIT and authorizing designated executives of each company to sign in the MOU to be provided along with the technical bid. However, this clause will not apply in case person signing has the valid general power of attorney issued by the company to sign any document on behalf of company.
- (n) Deleted
- (o) The MOU / Agreement should be legally valid i.e., it should be on a non-judicial stamp paper and notarized.
- 1.9. 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 1.3 above can also be considered provided the bidder is a wholly owned 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 wholly owned subsidiary company (Supporting Company). However, the parent/subsidiary company (Supporting Company) of the bidder should on its own meet the technical experience as aforesaid and should not rely on its sister subsidiary/co-subsidiary company or through any other arrangement like technical collaboration etc. In that case, as

the subsidiary company is dependent upon the technical experience of the parent company or vice-versa, with a view to ensure commitment and involvement of the parent/subsidiary company for successful execution of the contract, the participating bidder must enclose an agreement, as per format furnished vide Annexure-II(a), between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee, as per format furnished vide Annexure-II(b), from the parent/subsidiary company to OIL for fulfilling the obligations under the agreement, along with the technical bid.

- 1.10. 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 clause 1.3 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 1.3 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 Annexure-III, between them, their ultimate parent/holding company, along with the technical bid.
 - (d) In the situations mentioned in clauses 1.9 and 1.10, following conditions are required to be fulfilled/documents to be submitted:
 - i) Undertaking by Supporting Company to provide a Performance Security (as per format and instructions enclosed at Proforma-Q), 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 ultimate parent 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 50% Performance Security amount required to be submitted by the ultimate parent. In such case bidding company shall furnish an undertaking that their foreign based ultimate parent is not having any Permanent Establishment in India in terms of Income Tax Act of India.
 - ii) Undertaking from the supporting company to the effect that in addition to invoking the Performance Security submitted by the contractor, the Performance Security provided by supporting company shall be invoked by OIL due to nonperformance of the contractor.

Note: In case Supporting Company fails to submit Performance Bank Guarantee as per 1.10(d)(i) above, action shall be taken on the bidder as per clause 16.0 of Commercial evaluation criteria.

- 1.11 Any party who is extending support by way of entering into consortium /Joint Venture agreement 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.
- 1.12 <u>MOBILIZATION PERIOD</u>: Bidder must confirm unconditional acceptance to complete Mobilization within 90 days from the date of issuance of LOA (letter of Award) or issue of Mobilization Notice (whichever is later) from OIL in their technical bid. Bidders to categorically confirm to the same.

1.13 <u>TECHNICAL BID ENCLOSURES:</u>

All the documents, certificates, information in support of meeting above criteria must be submitted along with the Technical Bid. Bidders are requested to agree and submit the technical information in attached excel sheet (as per Annexure-B to Annexure-E), along with following supporting documents:

- i) An undertaking of meeting and agreeing to provide wireline logging Unit/tools/ services as mentioned in **Table-1 & 2 of Part-II** of the bidding document.
- ii) An undertaking of bidder's capabilities in processing and interpreting the basic as well as advanced log data and provide log interpretation reports to OIL, wherever applicable, within timelines specified under paragraph 14 OF Part-III, SECTION-II, Scope of Work (Sow)/Terms of Reference (TOR).
- iii) Technical specifications along with OEM, ISO/DNV certificate (if applicable) for the Wireline logging unit.
- iv) Technical specifications along with OEM certificates for the Wireline logging tools & other equipment being offered by the bidder. Bidders should include technical brochures / specifications and Purchase invoices of preferably all offered tools/equipment prior to mobilisation.
- v) Documents in the form of copies of relevant pages of Contract, P.O/ work order and Job Completion Certificate or final bill payment documents etc. or any other documents issued by their clients in support of providing wireline logging services with services as mentioned in the Scope of Work/Terms of Reference/Technical Specification (Section-II) of the bidding document, during last 10 years prior to the original bid closing date of the tender. Bidders should provide a systematic information regarding their experience in providing Wireline logging and perforation services, including but not limited to client's name with contact details, services provided, contract dates and duration, oil fields / areas / place of operation etc.
- vi) Reference address under which last service provided.
- vii)List of proposed personnel along with their CVs, Educational, Technical and HSE training certificates should be submitted to OIL with the bid document. Bidders must provide the information regarding oil fields/areas in which they worked. Experience period in this regard shall be reckoned from original bid closing date.

- viii) Details of bidder's Health, Safety and Environmental Policy and Programme together with HSE Management System/Quality Assurance System and Certificate issued by ISO 9001, 14001,18001, 27001, 29001 or equivalent.
- ix) Sample logs (printed or soft copy) of all standard, special tools (mentioned in the Scope of Work) logged by them. (Company Name, Field Name, Well Name etc. may be blanked out on the sample logs).
- x) Any other relevant information that will establish that Contractor is a competent service provider.

B. 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 17.03 Crores**.
- **2.0** "Net Worth" of the bidder should be positive for the preceding financial/ accounting year.
- **3.0** 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 / 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) 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 Techno-commercial bid: -
- (i) A certificate issued by a practicing Chartered Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in Proforma-H.

OR

- (ii) Audited Balance Sheet along with Profit & Loss account. In case of foreign Vendor/Contractor/ Service Provider, 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.

- (c) Mention of UDIN (Unique Document Identification Number) is mandatory for all certificates, tax audit reports etc. issued by Chartered Accountant as per the notifications issued by the Institutes of Chartered Accountant of India (ICAI).
- (d) In case the Audited Balance Sheet and Profit Loss Account submitted along with the bid are in currencies other than INR or US\$, the Bidders/Contractors/Service Providers 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 CA Certificate is to be submitted by the Bidder/Contractor/ Service Provider/bidder regarding converted figures in equivalent INR or US\$.
- **4.0** In case the Bidder is subsidiary company (should be a wholly owned subsidiary company of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits his bid based on the financial strength of its Sister Subsidiary/Co-Subsidiary company (which is also wholly owned subsidiary company of the ultimate parent/holding company either directly or through intermediate wholly owned subsidiary company of the ultimate parent/holding company or through any other wholly owned subsidiary company within the ultimate parent/holding company) OR parent/ultimate parent/holding company, then following documents need to be submitted along with the technical bid.
- (i) Annual Turnover of the Sister Subsidiary/Co-Subsidiary company within the parent/ultimate parent/holding company OR parent/ultimate parent/holding company (as applicable) should be in line with Para 1.0 under Financial Criteria above.
- (ii) Documents proving that Net worth of the Sister Subsidiary/ Co-Subsidiary company within the parent/ultimate parent/holding company OR parent/ultimate parent company (as applicable) is positive for the accounting year preceding the original bid closing date.
- (iii) Corporate Guarantee as per Annexure-II(c) on Sister Subsidiary/Co-Subsidiary company within the parent/ultimate parent/holding company OR parent/ ultimate parent/holding company's letter head (as applicable) signed by an authorized official undertaking that they would financially support their Sister Subsidiary/Co-Subsidiary company OR wholly owned subsidiary company for executing the project/job in case the same is awarded to them.
- (iv) Documents proving that the bidder, Sister Subsidiary/Co-Subsidiary company are wholly owned subsidiary company of the parent/ultimate parent/holding company.
- 5.0 In case, the Bidder is a consortium of companies, at least one member of the consortium to meet the financial turnover criteria vide para 1.0 above. The other members of consortium should meet minimum turnover of **INR 8.51 Cr.**, in any of the preceding 3 financial years.

C. COMMERCIAL EVALUATION CRITERIA:

1.0 Bids shall be submitted under **Single stage Two-Bid system** i.e., Technical Bid and Priced Bid separately in the OIL's e-Tender portal. The Technical Bid is to be uploaded as per Scope of Work & Technical Specification of the tender in "Technical RFx Response" Tab and Priced Bid as per Proforma-B & B1 uploaded in the "Notes & Attachments" Tab. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two-bid system shall be rejected outright.

- **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 scheduled bid closing date) will be rejected as being non-responsive.
- **4.0** The Integrity Pact must be uploaded in OIL's E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e., who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.
- **5.0** Bids submitted after the Bid Closing Date and Time will be rejected.
- **6.0** Bidders shall bear, within the quoted rates, the corporate tax as applicable on the income from the contract and the personal tax as applicable in respect of their personnel & Sub-contractor's personnel, arising out of execution of the contract.
- **7.0** Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- **8.0** Bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.
- **9.0** Bids shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorized representative.
- **10.0** Any physical documents wherever called for, submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have digitally signed the Bid.
- **11.0** Any Bid containing false statement will be rejected.
- **12.0**Bidders shall quote directly and not through their Agent/ Representative / Retainer / Associate in India.
- 13.0 Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format" i.e., **PROFORMA-B and B1** 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.
- **14.0**Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected.
 - a) Bid Security Clause.
 - b) Performance Guarantee Clause.
 - c) Force Majeure Clause.
 - d) Tax Liabilities Clause.
 - e) Arbitration Clause.
 - f) Acceptance of Jurisdiction and Applicable Law.
 - g) Liquidated damage and penalty clause.
 - h) Safety, Environment & Labour Law.

- i) Termination Clause.
- j) Integrity Pact.
- k) Withholding clause.
- 15.0 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.
- **16.0** Bid Security is not applicable against this tender. However, bidders shall submit along with their bid a signed "Bid Security Declaration" (Proforma-O) accepting that, if they withdraw or modify their bids during the period of validity; or if they are awarded the contract and they fail to sign the contract; or to submit a performance security before the deadline defined in the NIT, they will be suspended for a period of two years. This suspension of two year shall be automatic without conducting any enquiry.

D. GENERAL EVALUATION CRITERIA:

- **1.0** Bidders are advised not to take any exception/deviations to the bid document. Any exceptions / deviations, must be communicated to OIL within the Bid closing date specified in the NIT. OIL, after reviewing such requests, may, through an addendum to the Bid Document, communicate to the bidders the changes made in the Bid Document, if any.
- **1.1** OIL requires to finalize the Contract within a limited time schedule. Therefore, it may not be feasible for OIL to seek clarifications in respect of incomplete/incomprehensible offers. As such, prospective Bidders are advised to ensure that their Bids are complete in all respects and conform to the terms, conditions and Bid Evaluation Criteria of this tender. Bids not complying with OIL's requirement may be rejected without seeking any clarification.
- **1.2** 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/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received in "ONE GO" on or before the deadline given by the Company, failing which the offer will be summarily rejected.
- **1.3** If any of the clauses in the BRC contradict with other clauses of tender document elsewhere, then the clauses in the BRC shall prevail.

2.0 Customs Duty:

In terms of S1. No. 404 of the Customs Notification No. 50/2017-Cus dated 30.06.2017, further amended vide Notification No. 02/2022-Customs dated 1.2.2022 and Notification No. 40/2022-Customs dated 13.07.2022, imports of the items specified in List 33 of the Notification are subject to levy of concessional rate of customs duty @12% (Basic Customs Duty Nil &IGST @12%) subject to conditions specified therein (Condition No. 48). However, this is subject to change as per Government guidelines and the provisions ruling at the time of tender closing will be applicable. 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 and Amendment thereon.

E. 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 Rejection Criteria will be considered for further evaluation as per the Bid 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-III, Section-IV and the summarized price schedule format vide enclosed Proforma–B. Breakup of the rates are to be quoted in Proforma B1.
- **2.0** The quantities shown against each item in the "Price Bid Format i.e., in Proforma-B and B1" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days/parameters for various operations are only for the purpose of evaluation of the bid and the bidder will be paid on the basis of the actual number of days/parameters, as the case may be.
- **3.0** To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Commercial Bids shall be evaluated taking into account the rates quoted in the PRICE BID FORMAT as per **Proforma-B & B1.** In the event of computational error between unit price and total price, the quoted unit price shall prevail. Similarly, in the event of discrepancy between rates quoted in words and figures, the unit rates quoted in words will prevail.
- 3.1 **EVALUATION OF BIDS**: To ascertain the inter-se-ranking, the comparison of the responsive bids will be made, subject to corrections/adjustments, based on the financial evaluation of the bids for hiring of services under Logging Unit (Standard+ Special), as shown in **Table A** below:

TABLE A: COST DETAILS FOR LOGGING UNIT

Price bid format			
TOTAL COST SUMMARY FOR LOGGING	UNIT & SERVICES		
	Unit & Services		
(A) Total Mobilization & Demobilization charge for Logging Unit and Standard tools			
(B) Total Mobilization & Demobilization charge for Special tools			
(C) Total monthly rental charge for Logging Unit and Standard tools			
(D) Total monthly rental charge for Special tools			
(E) Total Operating charge for Standard tools			
(F) Total Operating charge for Special tools			
(G) Total Data Processing Charges			
(H) Total Other Operational Charge			

ESTIMATED CONTRACT COST (A+B+C+D+E+F+G+H)	
Add: GST @%	
TOTAL ESTIMATED CONTRACT COST	
INCLUDING GST	

Total Evaluated Cost of Logging Unit & services for three years of operation, including GST, other taxes & duties but excluding Basic Customs Duty on eligible imported items.

NOTES:

- i) All rates must be net of all discounts (Degressivity if offered will not be considered for financial evaluation of the Bids).
- ii) Bidder is to declare the information as requested vide **Proforma-A** against each of the items to be imported.
- iii)The number and type/details of jobs indicated are given for commercial evaluation only which are purely tentative and may fluctuate. Payment to Contractor shall be made on the basis of actual work done.
- iv) Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e., considering total quoted price for all services including applicable GST (CGST & SGST/UTGST or IGST). Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) shall be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer shall be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts shall be binding on the bidder. Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids shall be evaluated based on total price including GST.

4.0 PURCHASE PREFERENCE TO MICRO AND SMALL BIDDERS:

- **4.1** 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 issued by Ministry of Micro, Small and Medium Enterprises.
- **4.1** 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 an MSE.
- **4.2** 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.
- **4.3 DOCUMENTATION REQUIRED TO BE SUBMITTED BY MSEs**: The Bidder claiming as MSE status (MSE-General, MSE-SC/ST, MSE Woman) against this tender has

to submit the following documents along with the technical bid for availing the benefits applicable to MSEs:

a) Udyam Registration Number with Udyam Registration Certificate.

Note: 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 Entrepreneurs should also be enclosed.

4.4 Provisions such as seeking support from another company by way of Parent/Subsidiary/ Sister Subsidiary / Co Subsidiary company's experience / consortium 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 provided the supporting company for technical and financial strength is / are also a MSE's. However in case of submission of Consortium bids by MSEs, in order to avail the benefits reserved for MSEs, the MSE bidder shall have to rely on their own strength or on the strength of another MSE only to meet the various tender requirements including technical and financial evaluation criteria. In that case, all the members of the Consortium including the leader of the Consortium should be eligible MSEs. Further, in case of bid from JVC(incorporated), in order to avail the above MSE benefits, the bidder i.e., JVC shall have to be MSE unit.

5.0 <u>PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT)</u> (PP-LC):

Purchase preference policy linked with Local Content (PP-LC) - notified vide letter no. FP-20013/2/2017-FPPNG dated 17th November, 2020 (enclosed with Proforma-R) of MoPNG shall be applicable in this tender. Bidders to check the provisions of the Notification and their eligibility to bid and any claim on Purchase preference. Purchase preference will be applicable as per the Notification(s) and any amendment thereof.

- **5.1** Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions of the notification no. FP20013/2/2017-FP-PNG dated 17th November 2020 or subsequent amendments, if any.
- **5.2** 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 their rates with that of L-1 bidder for award of contract. However, if eligible MSE(s) decline(s) to match down the price, then the eligible PPLC bidder(s) in order of ranking among themselves shall be given the opportunity to match down its price to the price of L-1 bidder for award of contract.
- **5.3** Where MSE is already L-1 in the tender evaluation, contract for L-1 portion shall be straightway awarded to MSE, without considering any Purchase Preference for PPLC bidder.
- **5.4** 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'.

5.5 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 20% PP as MSE vendor does not have Local Content conditions as per Public Procurement Policy and the PP-LC policy is not applicable for DMEP and MSME.

Note:

- **a.** Bidder to categorically confirm under which policy they want to avail the benefit and to submit requisite document/certificate in support to avail this benefit. The bids shall be evaluated based on their declaration. No benefit shall be given if the bid is submitted without any above declaration along with supporting document as per the respective policies.
- **b.** With reference to para 5.1.4 of the Policy dated 17.11.2020, this is to confirm that the services under this tender/contract will not be split.

6.0 <u>VERIFICATION AND CERTIFICATION OF DOCUMENTS BY</u> INDEPENDENT THIRD-PARTY INSPECTION AGENCIES:

6.1 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 of the tender:

Sl. No.	Name of Independent Inspection Agency	ontact E-mail ID
i.	M/s. RINA India Pvt. Ltd.	ssd@rina.org Andrea.Vattuone@rina.org
ii.	M/s. Dr. Amin Controllers Pvt. Ltd.	rkjain@rcaindia.net info@rcaindia.net
iii.	M/s. Germanischer Llyod Industrial Services GmbH (DNV GL- Oil & Gas)	mangesh.gaonkar@dnvgl.com
iv.	M/s. TÜV SÜD South Asia Pvt. Ltd.	Jaimin.Bhatt@tuv-sud.in sanjaykumar.singh@tuv-sud.in Pankaj.Narkhede@tuv-sud.in Ajit.Yadav@tuv-sud.in
v.	M/s. IRCLASS Systems and Solutions Private Limited	abhishek.singh@irclass.org pradeep.bansal@irclass.org Asim.Hajwani@irclass.org Amit.Ketkar@irclass.org industrial_services@irclass.org
vi.	M/s. Gulf Llyods Industrial Services (India) Pvt. Ltd.	contact@gulflloyds.com bbhavsar@gulfllyods.com inspection@gulflloyds.com gulflloyds.india@gmail.com
vii.	M/s. TUV India Private Limited	salim@tuv-nord.com delhi@tuv_nord.com

viii.	M/s. TÜV Rheinland (India) Pvt. Ltd.	Shailesh.Deotale@ind.tuv.com ravi.kumar@ind.tuv.com
		rupeshkumar.singh@ind.tuv.com
		Neeraj.Chaturvedi@ind.tuv.com
ix.	M/s. Bureau Veritas (India) Private	udit.chopra@bureauveritas.com
	Limited	vishal.sapale@bureauveritas.com
		dinesh.sukhramani@bureauveritas.com
		p.sridhar@bureauveritas.com
		hariprasad.jhawar@bureauveritas.com
		amit.shaw@bureauveritas.com
		business.support@bureauveritas.com
		labhanshu.sharma@bureauveritas.com
		pramodkumar.yadav@bureauveritas.com
		sonal.lad@bureauveritas.com
		bvindia.corporate@in.bureauveritas.com

- **6.2** The Bidders have to get verified and certified the various documents required against BEC of the tender by any one of the above Independent Inspection Agencies and submit the duly certified Inspection Certificate by the Inspection Agencies along with the Technical Bid of the Tender. All Charges of the Third-Party Independent Inspection Agencies towards verification of bidder's documents and certification thereof shall be borne by the respective bidders and payments on account of above inspection, verification and certification shall be made directly by the Bidder to the Inspection Agency(s). OIL will not be responsible for any payment dispute between Bidders and Third-Party Inspection Agencies.
- **6.3** 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 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.
- **6.4** The methodology of inspection/verification of documents is broadly as under but not limited to:
- a) It is obligatory on the part of the interested Bidders, who choose to participate against the tender, to understand the tender requirements in entirety and the requisite documents sought for in support of the Bid Evaluation Criteria/Bid Rejection Criteria (BEC/BRC) mentioned in the tender in particular. The Bidder must produce all the appropriate documents before any of the OIL's 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 (but not limited to) are normally categorized as under:

i) General Requirement:

- Check Bidder's PAN Card
- Check Bidder's GST Certificate
- Check ITR of company
- 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.

iv) Financial Criteria:

- Check and verify Audited Balance Sheet/CA certificate.
- To check the Line of Credit, if incorporated in the tender.

Notes:

- i) 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-N**) enclosed should be submitted along with the Bid.

7.0 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.

Revised PROFORMA B dated 16.11.2022

PRICE SCHEDULE

IFB No. CBI1454P23

<u>DESCRIPTION OF SERVICE</u>: Hiring of Wireline Services for exploratory drilling in OALP blocks MN-ONHP-2018/1/2/3/4/5 located at Bay Exploration Project, Bhubaneswar for a period of 3 (Three) years, with a provision for extension by 1(one) year at the same rates, terms and conditions.

NAME OF THE BIDDER

Srl		Estimated			Currency: INDIAN RUPEES
No.	PARTICULARS	Quantity	UNIT	Unit Rate (In Rs.)	TOTAL AMOUNT (Estd.) (In Rs.)
		•			
1	Total Mobilization and Demobilization charge for Logging Unit and Standard tools-(A)	1	Lump Sum		
2	Total Mobilization and Demobilization charge for Special tools-(B)	4	Lump Sum		
	Total monthly rental charge for Logging Unit and Standard tools-(C)	36	MONTH		
4	Total monthly rental charge for Special tools-(D)	12	MONTH		
			Total Estd.		
			Amount as		
5	Total Operating charge for Standard tools-(E)	1	per		
			Proforma		
			B1		
		1	Total Estd.		
			Amount as		
6	Total Operating charge for Special tools-(F)		per		
			Proforma		
			B1		
		1	Total Estd.		
_			Amount as		
7	Total Data Processing Fee-(G)		per		
			Proforma B1		
			Total Estd.		
			Amount as		
8	Total Other Operational Charge-(H)	1	per		
0	Total Other Operational Charge-(11)	1	Proforma		
			B1		
	ESTIMATED CONTRACT				
TOTAL ESTIMATED CONTRACT VALUE INCLUDING GST FOR BID EVALUATION(K)= (I)+(J)					

NOTE:

- The items mentioned in above clause are to be read in conjunction with Schedule of Rates- Section IV, Part -III. Breakup of the rates are to be quoted in Proforma B1.
- The quantities shown above against each item in the Price Bid Schedule are for evaluation purpose only. However, quantities may vary in actual as per Company's requirement and payment will be made on actuals only.
- 3 Bidders shall quote for all the items.
- Total Contract cost for 3(Three) years includes all taxes & duties including goods and service tax (GST) but except basic customs duty which shall be extra to OIL if applicable.

Authorized Person's Signature:	
Name:	
Seal of the Bidder:	

Revised PROFORMA-B1 dated 16.11.2022 (PRICE BREAK UP FOR STANDARD & SPECIAL TOOLS)

SERVICE	SERVICE NAME		MOBILI	ZATION	MONT	HLY RENTAL	CHARGES	OPERATING CHARGES								VALIDATIONS			
		CIF VALUE	Mobilization charge per equipment (A)	Demobilizatio n charge per equipment (B)	Estimated hiring period in months (C)	Monthly Rental per equipment (D)	Total rental for the contract period (E)	Job Unit (F)	Estimated Job units per job (G)	l*	Depth charge (per meter) (I)	Flat charge (per run) (J)	Service wise cost per job GxH+400 0xI+J = (K)	No of jobs (L)	cost	Mob charge <= One month's Rental CHECK	Demob charge <= Mob charge	Monthly Rental charge < 5% of CIF CHECK	Operating charge between 100% and 150% of monthly Renta
	STANDARD SERVICES																		
TR-1	Onshore Truck mounted Logging Unit				36		0	NA	NA	NA	NA	NA	NA	NA	NA	PriceNotEntered		PriceNotEntered	NA
TR-2	Wellhead Control Equipment (BOP)				36		0	NA	NA	NA	NA	NA	NA	NA	NA	PriceNotEntered		PriceNotEntered	NA
TR-3	Pressure Control Equipment				36		0	NA	NA	NA	NA	NA	NA	NA	NA	PriceNotEntered			NA
TR-4	Data transmission	210			36		0	NA	NA	NA	NA	NA	NA	NA	NA	NA NA	NA NA	NA NA	NA
CR-1 CIS	Personnel/Crew Customer Instrument Service	NA	210	210	36		0	NA D. D.	NA	NA	NA	NA	NA	NA 10	NA	PriceNotEntered		NA NA	NA NA
A-1	Dual Laterolog Resistivity - Micro Resistivity & SP	NA	NA	NA	NA 36	NA	NA	Per Rigup Survey (m)	1400		NA		0	10 21		NA PriceNotEntered	NA PriceNotEntered	PriceNotEntered	
A-1 A-2	Dual-spaced Compensated Neutron Porosity				36			Survey (m)	1400				0			PriceNotEntered		PriceNotEntered	
A-3	Formation Density (with Pe & caliper)				36			Survey (m)	1400				0			PriceNotEntered		PriceNotEntered	
A-4	Natural Gamma ray				36			Survey (m)	1400				0			PriceNotEntered		PriceNotEntered	
A-5	Spectral Gamma ray				36			Survey (m)	1400				0	21	(PriceNotEntered	PriceNotEntered	PriceNotEntered	PriceNotEnte
A-6	Side Wall Core				36		0	Sample (no.)	24				0	21	() PriceNotEntered	PriceNotEntered	PriceNotEntered	PriceNotEnte
A-7	Borehole Deviation Survey				36			Survey (m)	1400				0			PriceNotEntered		PriceNotEntered	
A-8	Cement Bond Evaluation				36			Survey (m)	1400				0			PriceNotEntered		PriceNotEntered	
A-9	Dipole Shear Sonic Imager				36			Survey (m)	1400				0			PriceNotEntered		PriceNotEntered	
A-10 A-11	Pipe Conveyed Wireline Logging Free Point Survey				36 36			Survey (m) Survey (m)	1400 500				0			PriceNotEntered PriceNotEntered	PriceNotEntered PriceNotEntered	PriceNotEntered PriceNotEntered	
A-11	Back off/String Shot				36			Backoff (no.)	300				0			PriceNotEntered	PriceNotEntered	PriceNotEntered	NA
C A-13A	Bridge Plug Setting						<u> </u>	Plug (No.)	1				0			PriceNotEntered		PriceNotEntered	NA NA
₹ A-13B	Retainer Packer Setting				36		0	Packer (No.)	1				0			PriceNotEntered		PriceNotEntered	NA
A-14A	· · ·							Per meter	3				0	50)			
4-14B	Tubing perforation -				36		O	Per meter	3				0	34		PriceNotEntered	PriceNotEntered	PriceNotEntered	NA
A-15	Depth Determination (Dummy/GR/CCL/Junk Basket)				36		0	Survey (m)	250				0	10	(PriceNotEntered	PriceNotEntered	PriceNotEntered	PriceNotEnte
A-17A	Explosive jet cutter 2 %" Tubing							Cut (no.)	1				0	10	()			
은 A-17B	Explosive Pipe Explosive jet cutter 5 ½" Casing				36		0	Cut (no.)	1				0	10	(PriceNotEntered	PriceNotEntered	PriceNotEntered	NA
A-17B	Cutter Explosive jet cutter 7" Casing				30		<u> </u>	Cut (no.)	1				0	10	(0 PriceNotEntered	PriceNotEntered	FilceNotEntered	INA
A-17D	Explosive jet cutter 9 %" Casing							Cut (no.)	1				0	10	()			
A-18A	Severing 2 %" SLH 90 Drill pipe							Cut (no.)	1				0	20	()			
► A-18B	Severing/ Severing 4 ½" OD Drill pipe							Cut (no.)	1				0	20	()			
A-18C	Colliding tool Severing 5" OD Drill pipe				36		0	Cut (no.)	1				0	20	(PriceNotEntered	PriceNotEntered	PriceNotEntered	NA
A-18D	Severing 6 ½" OD Drill collar							Cut (no.)	1				0	20	()			
A-18E	Severing 8" OD Drill collar							Cut (no.)	1				0	20)			
	Puncture services (2 1/8" tbg - 5" drill pipe)				36		0	Puncture (no)	1				0	20	(PriceNotEntered	PriceNotEntered	PriceNotEntered	NA
	TOTAL CHARGES FOR UNIT AND STD		-	-		0	-								-				
	SPECIAL SERVICES																		
S-1	Vertical Seismic Profiling (VSP)				12		0	Level (no.)	75				0	10	(PriceNotEntered	PriceNotEntered	PriceNotEntered	PriceNotEnte
S-2	Nuclear Magnetic Resonance Logging				12		0	Survey (m)	800				0				PriceNotEntered	PriceNotEntered	PriceNotEnte
S-3	Microelectric Imager				12		0	Survey (m)	800				0	11	(PriceNotEntered	PriceNotEntered	PriceNotEntered	PriceNotEnte
	Dynamic a) Pretest							Pre-Test (no.)	30										
S-4	Formation b) Fluid sampling (Normal/PVT)				12		0	Sample (no.)	1				0	11	(PriceNotEntered	PriceNotEntered	PriceNotEntered	PriceNotEnte
	Tester c) Pumping out time before sampling d) Real Time Fluid Analysis (LFA)							Time (hr)	10		-								
S-5	Elemental Capture Spectroscopy				12		0	Analysis (no.) Survey (m)	500				0	11	() PriceNotEntered	PriceNotEntered	PriceNotEntered	PriceNotEnte
					12			Survey (III)	300				0	- 11	,	FIICENOLLIILEIEU	FIICENOILIILEIEU	FIICENOLLIILEIEU	FIICENOLLIILE
	TOTAL CHARGES FOR SPECIAL SERVICES		-	-		0													
	DATA PROCESSING SERVICES																		
		NA					NA	well/area	1		NA		0		(-	NA	NA	NA
		NA				NA	NA	number			NA		0		(1471	NA NA	NA NA	NA NA
	Dipole Shear Sonic Imager - Sand Ingression	NA	NA	NA	NA	NA	NA	number	1	NA	NA		0	5	(NA NA	NA	NA	NA
	TOTAL DATA PROCESSING CHARGES														-				
	OTHER OPERATIONAL CHARGES																		
TR-5	Cable splicing	NA				NA	NA	Splicing(No.)	1		NA	NA	0	Ŭ	(NA NA	NA	NA	NA
TR-6	Mileage Charge - Logging Unit	NA				NA	NA	Per km	250		NA	NA	0	- 00		NA NA	NA	NA	NA
TR-7	Standby Charge	NA				NA	NA	Per Hour	1		NA	NA	0		(NA NA	NA	NA	NA
TR-8	Cancelled Operation Charge TOTAL OTHER CHARGES	NA	NA	NA	NA	NA	NA	Per job	1		NA	NA	0	10	(NA NA	NA	NA	NA

NOTE:	VALID	ATIONS		
1. Mobilization charges of the Unit and tools shall not exceed their respective one month's rental charge.	Refer column T			
Demobilization charge cannot be more than mobilization charges.	Refer column U			
3. Monthly rental charges should not be more than 5% of the CIF Value.	Refer column V			
4. Operating charge of any equipment/service (including processing charges wherever applicable) should be between 100% and 150% of its monthly rental charge (except for services A-14, A-16, A-17, A-18).	Refer column W			
5. Operating charge of Depth Determination (A-15) service shall not be more than the lowest Operating charge of services	PRICES NO	OT ENTERED		
6. CIS charges shall not be more than 300% of Depth Determination (A-15) service.	0.00%	PRICES NOT ENTERED		
7. Quoted mobilization charges should not be more than 7.5% of the Total Contract Value and if quoted in excess the balance amount will be released at the end of the contract.	#DIV/0!	PRICES NOT ENTERED		
8. The total evaluated rental charges including crew plus Standard and Special Tools should not exceed 50% of the total estimated contract value.	#DIV/0!	PRICES NOT ENTERED		
Rental charges of logging Unit per month should not exceed 45% of the sum of the monthly rental of the Unit and Standard and Special Tools.	#DIV/0!	PRICES NOT ENTERED		
10. Prices for all Standard and Special Tools must be quoted against each tool. Exclusion of any tools required shall lead to rejection	of offer.			

- 11. Only non-negative numeric values are accepted in the yellow cells.
- 12. Bidder to enter '0' (zero) in cells instead of leaving blank where Bidder wishes to quote zero value or if charge is not applicable.

 13. The VALIDATIONS columns will check and prompt as per the above limits.