

**NIT for Tender No. CIC8405P25**

**OIL INDIA LIMITED**  
**(A Government of India Enterprise)**  
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**E-Tender**

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OIL INDIA LIMITED invites Competitive Domestic Bid through its e-procurement portal “<https://etender.srm.oilindia.in/irj/portal>” for the following Services:

Tender No	Tender Fee	Bid Closing Date & Time	Service Description
<b>CIC8405P25</b>	<b>NIL</b>	<b>13.02.2025 At 11.00 A.M.</b>	<b>Hiring consultant for "Feasibility Study of Re-Purposing Abandoned/to-be abandoned Oil &amp; Gas Wells for Geothermal Exploration in MPA, OIL's Operational Area, Upper Assam Basin"</b>

The details of IFB and procedures for applying & participation can be viewed using “Guest Login” provided in the e-procurement portal and also in OIL’s web site [www.oil-india.com](http://www.oil-india.com). The link to OIL’s E-Procurement portal has also been provided through OIL’s website

All corrigenda, addenda, amendments, time extension, etc. to the tender will be hosted on above Website and e-portal only and no separate notification shall be issued in the press. Bidders should regularly visit above website and e-portal to keep themselves updated.

## **BID REJECTION CRITERIA & BID EVALUATION CRITERIA**

### **BID EVALUATION CRITERIA (BEC)**

**1.0 GENERAL CONFORMITY:** The bid shall conform to the specifications and terms and conditions given in the Bidding Documents. Bids will be rejected in case material and services offered do not conform 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 will not be considered for evaluation. All the documents related to BEC shall be submitted along with the Technical Bid.

### **2.0 ELIGIBILITY CRITERIA:**

**The bidder must be incorporated/constituted in India and must maintain 20% or more 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 Public Procurement (Preference to Make in India-2017, revision vide Letter No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 issued by DPIIT & Letter No. FP-20013/2/2017-FP-PNG- Part(4) (E-41432) dated 26.04.2022 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) The bidder must provide the percentage (%) of local content in their bid, without which the bid shall be summarily rejected being non-compliant.

(b) The Bidder shall submit an undertaking, from their authorized signatory having the Power of Attorney, along with the bid specifying the LC Percentage and such undertaking shall become part of the contract, if awarded [Format enclosed as Proforma-XII].

(c) The aforesaid undertaking of the bidder as stated in point (b) above 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. [Format enclosed as Annexure- A-2 to BEC].

(c) Bidder to submit a copy of their Certificate of Incorporation/ registration in India.

### **3.0 TECHNICAL EVALUATION CRITERIA:**

#### **3.1 EXPERIENCE:**

3.1.1 The bidder must be Consultancy Firm/Company/Organization and must have an experience in consultancy work related to geothermal exploration and development projects, and other works similar to those described in the Scope of Work (SoW)/ Terms of Reference (TOR) for a period of at **least 7 (seven) years** from the original bid closing date.

3.1.2 Additionally, the bidder must have experience of completing at least **one (01) SIMILAR** work as described in the SoW (Scope of Work) of this tender in the last seven (07) years reckoned from the original bid closing date of this tender.

**“SIMILAR work”** mentioned above means work related to carrying out similar nature of studies/projects described in the Scope of Work - “Feasibility Study of Repurposing abandoned / to-be abandoned Oil & Gas wells for Geothermal Exploration”.

3.1.3 The bidder should have experience in **at least one (01) project** on "Geothermal resource potential assessment studies for at least 5 wells in the sedimentary basins, involving multidisciplinary evaluation of abandoned or repurposed wells anywhere in India or worldwide.

### **3.2 Notes to BEC Clause 3.1 above**

3.2.1 In support of the experience criteria of Clause No. 3.1.1 above, the bidder must furnish documentary evidence citing names and addresses of the clients along with project description for whom the project(s) have been completed. ***The provided list needs to be supported with bidder CEO certification/paper published in various professional societies and any other document substantiating the bidders experience along with period of work done.***

3.2.2 For proof of requisite Experience (Clause No. 3.1 above), the following documents/photocopy (self-attested/attested) must be submitted along with the bid:

#### I. In case work experience is against OIL's Contract:

Bidder must submit Job Completion Certificate issued by the Company indicating the following:

- A. Work order No. / Contract No.
- B. Period of Service
- C. Nature of Service

#### II. In case experience is not against OIL's Contract:

Bidder must submit the following:

A. Contract document/ Letter of Intent (LOI)/Letter of Award (LOA)/ Work Order showing detailed scope of work

i. AND

B. Job Completion Certificate showing:

- (a) Nature of job done and Work order no./Contract no.
- (b) Contract period and date of completion

OR

C. SES (Service Entry Sheet)/Certificate of Payment (COP) issued by the company indicating the following:

- (a) Work order no./Contract no.
- (b) Period of Service
- (c) Nature of Service

3.2.3 Only Letter of Intent (LOI)/Letter of Award (LOA), or Work Order(s) are not acceptable as evidence.

3.2.4 Mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of volume as stipulated under Clause Nos. 3.1 above will only be treated as acceptable experience.

### **3.3 Following work experience will also be taken into consideration:**

3.3.1 If the prospective bidder has executed a contract in which similar work as per para 3.1 is also a component of the contract.

3.3.2 In case the start date of the requisite experience is beyond the prescribed seven (07) years reckoned from the original bid closing date (para 3.1.2), but completion is within the prescribed **seven (7) years reckoned from the original bid closing date.**

3.3.3 If the prospective bidder is executing similar work which is still running, and the contract quantity executed prior to original bid closing date is equal to or more than the required experience (as per clause 3.1) in the BEC.

**3.4 Notes to BEC Clause 3.3:**

(i) Proof of work experience against Para 3.3.1 and 3.3.2 above, to satisfy a) similar work, b) minimum prescribed quantity/period, c) prescribed period of seven **(07) years**, to be submitted as below:

I. **In case requisite experience is against OIL's Contract:** Bidder must submit the breakup of similar work for the relevant period, categorically specifying OIL's Contract Number and date.

II. **In case requisite experience is not against OIL's Contract:** Bidder must submit the breakup of similar work and its quantity/period executed within the prescribed period of 7 (seven) years reckoned from the original bid closing date. The breakup must be certified by the end user.

(ii) Proof of work experience against Para 3.3.3 above, to satisfy a) similar work, b) minimum prescribed quantity/period c) prescribed period of **7 (seven) years**, to be submitted as below:

I. **In case requisite experience is against OIL's Contract:**

Bidder must categorically specify OIL's Contract Number and date.

II. **In case requisite experience is not against OIL's Contract:**

Bidder must submit the following:

a. Contract document showing details of work.

b. Certificate from the Client/End User clearly specifying the relevant period of job execution.

3.5 Work executed by the bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BEC.

3.6 Work executed through 'sub-contracting' shall not be considered for evaluation.

3.7 Bids submitted for part of the work will be rejected.

3.8 Bids will be rejected if not accompanied with adequate documentary proof in support of Work experience as mentioned in Para 3.1 above.

**3.9 TECHNICAL COLLABORATION:** In case the bidder does not have experience of executing similar nature of work on their own, they can bid on the strength of a Technical Collaborator meeting the experience criteria.

In such cases the bidder shall submit experience documents as mentioned under Para "3.2.2 & 3.3" above.

Further, the bidder shall submit an MoU with the technical collaborator in notarized stamp paper legally enforceable with their technical collaborator clearly indicating their roles under the scope of work along with the technical bid as below but not limited to:

i. Technical Support during entire contract period.

ii. Technical Support during execution to achieve the service requirement and deliverables.

iii. Technical training as and when required as advised by the company.

iv. Technical Interaction (Physical/Virtual) as and when required as advised by the company.

MOU/Agreement concluded by the bidder with technical collaboration partner(s), should 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, including extension, if any. The MOU must unconditionally and unequivocally declare that the MOU shall remain valid during the validity of the Contract. The MOU/Agreement should be submitted along with the technical bid.

**3.10 BIDDERS QUOTING UNDER THE FOLLOWING CATEGORIES:** Bids of those bidders who themselves do not meet the experience criteria as stipulated in Clause No. 3.1 of the tender, can also quote under the categories listed below provided the primary bidder is incorporated in India and maintains more than 20% local content for the offered services.

**3.10.1 BID SUBMITTED ON THE BASIS OF THE TECHNICAL EXPERIENCE OF THE PARENT/SUBSIDIARY COMPANY:** Offers of those bidders who themselves do not meet the experience criteria as stipulated in Clause No. 3.1 above can also be considered provided the bidder is a 100% subsidiary company of the parent company (Supporting Company) which meets the above-mentioned experience criteria or the parent company can also be considered on the strength of its 100% subsidiary company (Supporting Company). However, the parent/subsidiary company of the bidder should on its own meet the experience as stipulated in the BEC and should not rely for meeting the experience criteria on its sister subsidiary/co-subsubsidiary company or through any other arrangement like technical collaboration agreement.

**ii.**

iii. In that case as the subsidiary company is dependent upon the 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 should enclose an agreement (as per format enclosed as **PROFORMA-XV** between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee (as per format enclosed as **PROFORMA-XVI** from the parent/subsidiary company to OIL for fulfilling the obligation under the Agreement, along with the Technical bid.

**3.10.2 BID SUBMITTED ON THE BASIS OF TECHNICAL EXPERIENCE OF SISTER SUBSIDIARY/CO-SUBSIDIARY COMPANY:**

Offers of those bidders who themselves do not meet the technical experience criteria as stipulated in Clause No. 3.1 above can also be considered based on the experience of their Sister Subsidiary/Co-Subsidiary company within the ultimate parent/holding company subject to meeting the following conditions:

(a) Provided that the sister subsidiary/co-subsubsidiary company and the bidding company are both 100% subsidiaries of an ultimate parent/holding company either directly or through intermediate 100% subsidiaries of the ultimate parent/holding company or through any other 100% 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-subsubsidiary company on its own meets the technical experience criteria laid down in clause 3.1 above and not through any other arrangement like technical collaboration etc.

iv. (c) Provided that with a view to ensure commitment and involvement of the ultimate parent/holding company for successful execution of the contract, the participating bidder must submit an agreement, as per format furnished vide **PROFORMA-XVII**, between them, their ultimate parent/holding company, along with the technical bid.

**3.11** In the situations mentioned in Clause No. 3.10 (3.10.1 and 3.10.2) above, following conditions are required to be fulfilled/documents to be submitted:

- I. Valid legal documents, showing the legal relationship between the bidder and the parent/subsidiary/co-subsubsidiary/sister subsidiary (supporting company), as the case may be, along with shareholding pattern and linkage between the bidder and the parent/subsidiary (supporting company)/ultimate parent/holding company.
- II. Undertaking by the supporting company to provide a Performance Security (as per format and instructions enclosed at **PROFORMA-XVIII**, equivalent to 50% of the value of the Performance Security, which is to be submitted by the bidding company, in case the supported bidding company is the successful bidder. In cases where foreign based supporting company does not have permanent establishment in India, the bidding company can furnish performance security for an amount which is sum of performance security amount to be submitted by the bidder and performance security amount required to be submitted by the supporting company. In such case bidding company shall furnish an undertaking that their foreign based supporting company is not having any permanent establishment in India in terms of Income Tax Act of India.
- III. Undertaking from the supporting company to the effect that in addition to invoking the performance security submitted by the contractor, the performance security provided by supporting company shall be invoked by OIL due to non-performance of the contractor.
- IV. **Bidders quoting under the categories as mentioned under Clause nos. 3.10.1 and 3.10.2 above should provide the respective services, including key personnel for a minimum duration of 50% of the contract period during execution of the contract. A declaration as per PROFORMA-SD in this respect to be submitted as part of technical bid.**

#### **4.0 BID FROM CONSORTIUM OF COMPANIES:**

**v.**

vi. In case the bidder is a Consortium of Companies provided the leader complies to 'Clause **No. 2.0 - Eligibility Criteria**' above w.r.t. being incorporated in India and maintaining more than or equal to 20% local content for the offered services and complies to the following requirement by the consortium:

vii.

a) The leader of the consortium or their parent company must satisfy the experience requirement of clause no. 3.1.1 above. In this case supporting documents as stated above must be provided to establish the experience. Additionally, documents supporting the relation between the bidder and parent company also needs to be provided.

viii.

b) The other member/members of the consortium must satisfy the minimum experience requirement as per Clause No. 3.1.2 & 3.2.3 above.

**c)** Consortium bids shall be submitted with a Memorandum of Understanding (MoU) among the consortium members duly executed by the Authorized Executives of the consortium members and notarized. This MoU must clearly define the role of work of each partner and should clearly define the leader of consortium. The following provisions should also be incorporated in the MoU executed by the members of the Consortium:

**ix.**

i. Only the leader of the consortium shall 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.

**ii.** The Bid Security and Performance Security shall be in the name of the leader on behalf of the consortium.

**iii.** The leader of the consortium on behalf of the consortium shall coordinate with OIL during the period the bid is under evaluation as well as during the execution of works in the event contract is

awarded and he shall also be responsible for resolving dispute/misunderstanding/undefined activities, if any, amongst all the consortium members.

**iv.** Any correspondence exchanged with the leader of consortium shall be binding on all the consortium members.

**v.** Signing of Contract: In the event of award of contract to the consortium, the contract to be signed by the members of the consortium and the liability of each one of them shall be jointly and severally.

(a) Payment shall be made by OIL only to the leader of the consortium towards fulfilment of contract obligations.

x.

(b) In case of consortium bids, the bid shall be signed by 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.

(c) Documents/details submitted with the bidding document pertaining to qualification must be furnished by each partner/member of consortium and should be complete in all respects clearly bringing up their experience especially in the form of work in their scope.

(d) Constitution of Consortium: The members of the consortium should not be more **than 03 (Three)**. 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, the bid of such a consortium shall be liable for rejection.

(e) Members of the consortium are not allowed to quote separately/independently against this tender. All the bids received in such case shall be summarily rejected. Further, all bids from parties with technical support from the same Principal shall be rejected.

(f) 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 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.

(g) 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 bidder/consortium partner, the MOU/Agreement need not be on a non-judicial stamp paper, however it should be notarized.

**xi.**

**xii. Note to Clause No. 3.9, 3.10.1, 3.10.2 and 3.11.1 above:**

xiii. The bidder who does not meet the technical experience criteria on their own and are bidding on the technical experience/strength of supporting company (Technical collaboration / consortium partner/parent/ subsidiary/ sister subsidiary/ co-subsiary, as applicable) must deploy all the key personnel for performing the job. An undertaking to this effect shall be submitted along with the technical bid.

xiv. In addition to the above, a declaration is required from bidder whether bidding is done with own experience or technical collaboration / consortium partner/parent/ subsidiary/ sister subsidiary/ co-subsiary, as applicable.

**xv.**

## **5.0 CORE TEAM EXPERIENCE**

i) **Project Manager:** As a part of project execution, the Bidder shall deploy a Project Manager for this consultancy study. The Project Manager shall be accountable for delivery of entire project maintaining the desired specifications and quality within stipulated timeframe. The minimum requisite total work experience of Project Manager is **ten (10) years** in work related to geothermal exploration & development projects in Geothermal Company/Firm/Organization reckoned from the original bid closing date. The Project Manager should also have work experience in geothermal exploration & development related studies in **at least 02 (two) different projects** as on bid closing date.

ii) **Core Team Members:** As a part of project execution, Bidder must deploy **minimum 3 (three) associate geothermal experts with at least 05 (five) years'** work experience in Geothermal Exploration & Development Projects. The associate geothermal experts should have work experience in geothermal exploration & development related studies in **at least 01 (one) project** as on bid closing date.

iii) **Additional Specialists:** Depending on the scope and specific needs of the project phases, the following additional specialists may be required without any additional financial implication to OIL:

- **Geologists:**

- Expertise in seismic interpretation, subsurface modelling, and reservoir characterization.

- Knowledge of geothermal systems and experience in similar assessments.

- **Geophysicists:**

- Proficient in magnetic, resistivity, and seismic data interpretation for geothermal resource estimation.

- **Geochemists:**

- Skilled in fluid chemistry analysis, scaling, and corrosion potential studies.

- **Reservoir Engineers:**

- Experience in reservoir capacity estimation, heat flow modelling, and production viability studies.

- **Drilling and Well Integrity Specialists:**

- Skilled in assessing well integrity, planning workovers, and modifications for geothermal use.

- **Environmental and Social Impact Experts:**

- Expertise in conducting Environmental and Social Impact Assessments (ESIA), formulating mitigation measures, and engaging with stakeholders.

iv) During the course of execution of the project, OIL shall have the right to seek change of any project team member, engaged in carrying out the work under the contract, if his/her performance is not up to OIL's satisfaction.

v) The names of the Project Manager and core team members along with their biodata/experience certificates/profile (in attached format as **Annexure-A4**) along with educational qualification must accompany the bid/quote. The personnel fulfilling the experience criteria as mentioned in BEC and approved by OIL shall only be allowed for execution of the job.

vi) Any change of personnel during the tenure of the contract is generally not allowed. Replacement of the personnel shall only be considered in special cases like resignation, dismissal from the Company or death etc. In such cases, the personnel must be replaced by another competent person having equal or more experience than the personnel to be replaced. Acceptance and rejection in this regard will be solely on OIL's discretions.

vii) All the team members including the Project Manager must be regular fulltime employees of the bidder company under its payroll prior to mobilization for the Contract. Documentary evidence supporting it must be submitted for all the team members prior to mobilization and must be acceptable to OIL.

viii) The personnel deployed by the bidder should be well versed in use and application of the industry standard software required to carry out the work as defined in the SoW of the tender.

ix) An undertaking from the bidder in regard that in the event of award, contractor shall deploy the requisite resources as mentioned above, is to be submitted as a part of the offer.

x) The team as mentioned above in **Clause No. 5.0** must qualify the minimum experience mentioned above. To support it, the contractor shall furnish detailed bio-data/experience certificates/technical papers etc. along with educational qualification of all the team members. The documents submitted in this regard, have to be certified and authenticated by the CEO or Equivalent of the company. The mentioned experience for the team members should be reckoned from the original bid closing date.

## **6.0 MOBILISATION TIME**

i) The bidders must confirm their compliance in their 'technical' bid to complete the mobilization within 14 (Fourteen) days from the date of issue of LoA. Offers without confirmation of stipulated mobilization time or with mobilization time more than **14 (Fourteen) days** will be summarily rejected. The bidder shall confirm compliance of this in their technical bid.

## **7.0 FINANCIAL EVALUATION CRITERIA:**

7.1 Annual Financial Turnover of the bidder during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be minimum Rs 2.49 Crores.

7.2 Net worth of the bidder must be Positive for the preceding financial/accounting year.

Note: The Net worth to be considered against Clause 7.2 above, should be read in conjunction with the definition of Net worth as mentioned in Section 2 (57) of the Companies Act, 2013.

7.3 In case the bidder is a subsidiary company (should be a wholly owned subsidiary of the parent/ultimate parent/holding company), who does not meet financial criteria by itself and submits bid based on the financial strength of its parent/ultimate parent/holding company, then documents need to be submitted along with the technical bid in support of the following:

7.3.1 The parent/ ultimate parent / holding company (supporting company) should meet the Financial Evaluation Criteria stipulated in Clause Nos. 7.1 & 7.2 above.

7.3.2 Corporate Guarantee (PROFORMA-XIX) on parent/ultimate parent/holding company's (supporting company) letter head signed by an authorized official undertaking that they would financially support their subsidiary company for executing the project/job in case the same is awarded to them, and

7.3.3 A certificate from the statutory Auditor of the bidding company as well as of the parent/ ultimate/ holding parent company (supporting company) to establish the relationship and equity percentage holding between bidding company and the supporting company. The certificates should be duly certified by the Company Secretary or one of the Directors of the company concerned.

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

7.4 In case of bid from Consortium of Companies, any one of the consortium member shall have an annual financial turnover from operation of minimum INR 24919494.50 and other members of the consortium shall have an annual financial turnover from operation of minimum INR 12459747.00, during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date.

7.5 All the consortium members shall meet the financial criteria as indicated above on their own and shall not rely on the strength of their parent/ultimate parent/holding company to meet the financial criteria. Otherwise, their bid shall be categorically rejected.

Note:

- I. Annual Financial Turnover of the bidder from operations shall mean: "Aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91).  
xvi.
- II. Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium – Aggregate value of accumulated losses (excluding revaluation reserves) – deferred expenditure – Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation".  
xvii.  
xviii.

**Notes to BEC Clause 7.0 above:**

a. For proof of Annual Turnover from operation, Net worth & Working Capital, any one of the following documents/photocopies must be submitted along with the bid:

(i) Audited Balance Sheet along with Profit & Loss account.

OR

(ii) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), as per format prescribed in **Annexure-XIX**.

Note :

i. Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019 by Chartered Accountant in Practice.

xix.

ii. In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR, the bidder shall have to convert the figures in equivalent INR 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 regarding converted figures in equivalent INR. Else, the Audited Balance Sheet and Profit & Loss Account shall be evaluated by considering the BC selling rate declared by State Bank of India (on the date on which the Audited Balance Sheet and Profit & Loss Account is signed) for conversion to INR.

xx.

xxi.

b. Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date/within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial /accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth & Working Capital of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per **Proforma-IXA**.

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

d. In case the bidder is a Government Department, they are exempted from submission of document mentioned under para a. and b. above.

e. Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover and Net worth as mentioned above in Para 7.1, 7.2 & 7.3.

## **8 COMMERCIAL EVALUATION CRITERIA**

8.1 Bids are invited under **SINGLE STAGE TWO BID SYSTEM**. Bidders shall quote accordingly. **Please note that no price details should be furnished in the Technical (i.e. Unpriced) bid.** The “Unpriced Bid” shall contain all techno-commercial details except the prices, which shall be kept blank. The “Price Bid” must contain the price schedule and the bidder’s commercial terms and conditions. Bidder not complying with above submission procedure will be rejected. 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 Attachments” Tab and Priced Bid 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.**

8.2 Bid security shall be furnished as a part of the Techno Commercial Un-Priced Bid. The amount of bid security should be as specified in the Forwarding letter/Introduction. **Any bid not accompanied by a proper bid security will be rejected.**

8.3 The prices offered will have to be firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and rejected.

8.4 **Validity of the bid shall be minimum 120 days from the final Bid Closing date. Bids with lesser validity will be rejected.**

8.5 All the Bids must be Digitally Signed using Class III digital certificate (e-commerce application) with ‘Certificate Type: **Organization Certificate**’ 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. The bid signed using other than “Class 3” and “Organization” digital certificate, will be rejected. Digital Signature Certificates having “Organization Name” field other than **Bidder’s Name** are not acceptable. However, aforesaid Digital Signature Certificates having Bidder’s Name in the “Organization Name” field are acceptable. **Digital Signature Certificates having “Organization Name” field as “Personal” are not acceptable.**

8.6 Successful bidder will be required to furnish a Performance Bank Guarantee @5% of the order value.

8.7 The 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 & purchased the tender document online.

8.8 Bids containing incorrect statement will be rejected.

8.9 No offers should be sent by Telex, Cable, E-mail or Fax. Such offers will not be accepted.

8.10 The following points are deemed as “non-negotiable” and offer shall be

rejected straightaway without seeking clarification:

- i. Validity of bid shorter than validity indicated in the tender.
- ii. Bid Security Amount and validity not submitted as per requirement as mentioned in e-tender portal.
- iii. In case the party refuses to sign Integrity Pact.

8.11 Bidder must accept and comply with the following clauses as given in the Bid Document, failing which bid shall be liable for rejection:

- a. Firm price
- b. EMD / Bid Security
- c. Scope of work
- d. Specifications
- e. Price schedule
- f. Delivery / completion schedule
- g. Period of validity of bid
- h. Liquidated Damages
- i. Performance bank guarantee / Security deposit
- j. Guarantee of material / work
- k. Arbitration / Resolution of Dispute
- l. Force Majeure
- m. Applicable Laws
- n. Integrity Pact, if applicable

8.12 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made.

**Price Schedule:**

8.13 Bidder shall submit the Price Break up as per **Proforma-B (Annexure DD)**. Bidders should fill up the annexure, sign and upload under “Notes & Attachments” > “Attachments” only.

8.14 **Comparison of offers shall be done on as per the Quality & Cost Based Selection (QCBS) methodology as mentioned in Evaluation methodology (section D below) and contract shall be awarded to the H1 (B)bidder.**

8.15 If there is any discrepancy between the unit price and the total price, the unit price will prevail, and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.

8.16 Price bids of only those bidders will be opened whose offers are found to be techno-commercially acceptable.

8.17 **Purchase Preference (Linked with Local Content) (PP-LC) and purchase preference to MSE is not applicable against this tender.**

8.18 The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide Annexure XII of the tender document. This Integrity Pact Proforma has been duly signed digitally by OIL’s competent signatory. The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder’s authorized signatory who sign the Bid. The name of the OIL’s

Independent External Monitors at present are as under:

**Shri Ram Phal Pawar, IPS (Retd.),**

Former Director, NCRB, MHA

Mobile No.: 8017017878

E-mail id : rpawar61@hotmail.com

[ramphal.pawar@ips.gov.in](mailto:ramphal.pawar@ips.gov.in)

**Shri Ajit Mohan Sharan, IAS (Retd.),**

Former Secretary,

Ministry of Ayush,

Govt. of India

Mob No.: 9810701876

E-mail: ams057@gmail.com

**Dr. Tejendra Mohan Bhasin,**

Former Vigilance Commissioner, CVC

E-mail: tmbhasin@gmail.com

**8.19 No press advertisement will be published regarding amendment to Bidding Document or extension of Bid Closing Date. The same will be uploaded in OIL's website and informed to all prospective bidders who have received the bidding documents. Bidders to keep themselves updated.**

**8.20 Other terms and conditions of the enquiry shall be as per General Condition of Contract-GCC. However, if any of the Clauses of the Bid Rejection Criteria / Bid Evaluation Criteria (BEC/BRC) mentioned here contradict the Clauses in GCC of the tender and/or elsewhere, those mentioned in this BEC/BRC shall prevail.**

**8.21 Bid Documents / User Id & Password for OIL's E-Tender portal are not transferable.**

**8.22 Any bid received in the form of Physical document/ Telex/Cable/Fax/E-mail will not be accepted.**

**8.23 There should not be any indication of price in the Un-priced Techno-Commercial Bid. If there is any indication of price in the Un-priced Techno-Commercial Bid, Such Bid will be rejected straightway.**

**9.0 GENERAL:**

9.1 In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BEC/BRC.

9.2 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 on or before the deadline given by the company, failing which the offer will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless the company is satisfied with the substantial responsiveness of the offer.

9.3 If any of the clauses in the BEC/BRC contradict with other clauses of bidding document elsewhere, the clauses in the BEC/BRC shall prevail.

9.4 Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.

9.5 OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.

9.6 The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

#### **10.0 PURCHASE PREFERENCE CLAUSE: (NOT APPLICABLE)**

10.1 **PURCHASE PREFERENCE TO MSE BIDDERS:** Purchase Preference to Micro and Small Enterprises is applicable for this tender.

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

b) 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.

c) Bidder claiming the 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.

i. Udyam Registration Number with Udyam Registration Certificate.

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

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

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

**11.0 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 of the provisions of the Act shall attract penal action under the Act.

**12.0 SUBMISSION OF CHECKLIST:** All bidders are required to submit the Checklist on BEC/BRC (Bid Evaluation/Rejection Criteria) and others relevant technical criteria as outlined in the tender documents, along with their bids (**Performa-XXV & Performa-X**).

**13.0 AVOIDANCE OF EXTENSION FOR BID SUBMISSION:** All bidders are requested to refrain from seeking an extension of the due date for submission of bid. Bidders to note that it is a sole discretion of OIL to entertain or not to entertain of such requests.

**14.0 QUERIES SUBMISSION TIMELINE:** All bidders are requested to submit their queries related to the tender till 10 days prior to the bid closing date. OIL will not be liable to respond to any queries received after such a deadline.

**15. EVALUATION OF BIDS/ EVALUATION METHODOLOGY**

**15.1** Bids qualifying as per terms of Technical Criteria (Para 3.0), Core Team Members (Para 4.0 above), Mobilization (Para 5.0 above), Financial Criteria (Para 6.0 above) and Commercial Criteria (Para 7.0 above) shall be eligible for this evaluation.

**15.2** 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 given below:

- a. Bids shall be evaluated both in terms of “Quality” as well as “Quoted Price” i.e., Quality & Cost Based Selection (QCBS) methodology. The weightage for the “**Quality**” is **70** and the weightage for the “**Quoted price**” is **30**, i.e., quality: quoted price is **70:30**.
- b. The marks allocated against the various sub-sections under ‘Quality’ of Bid shall be as hereunder:

<b>Sl. No.</b>	<b>Quality Criteria</b>	<b>Marks</b>
<b>1</b>	<b>Feasibility study for Geothermal Exploration and Development projects as per clause no. 3.1.2</b>	<b>20 (max) 18 (min)</b>
a)	More Than three projects	20
b)	Two to Three projects	19
c)	One project	18
<b>2</b>	<b>Feasibility study on repurposed Oil &amp; Gas wells for geothermal resource potential assessment in the sedimentary basins as per clause no. 3.1.3</b>	<b>20 (max) 18 (min)</b>
a)	More than Twenty wells	20
b)	Five wells to Twenty wells	19
c)	Equal to five wells	18

<b>3</b>	<b>Experience in years of the Project Manager (01) in Geothermal Exploration and Development projects as per clause no.5.0</b>		<b>20(max) 18 (min)</b>
a)	More than 15 years	20	
b)	More than 10 years but less than 15 years	19	
c)	Equal to 10 years	18	
<b>4</b>	<b>Experience in years of the Associate geothermal experts (03) in Geothermal Exploration and Development projects as per clause no.5.0</b>		<b>10(max) 8 (min)</b>
a)	More than 8 years	10	
b)	More than 5 years but less than 8 years	9	
c)	Equal to 5 years	8	
<b>5</b>	Technical Presentation illustrating the robustness of overall Approach and Methodology to carry out the study as per the Scope of Work (SoW) ensuring Quality of work and deliverables within the stipulated timeframe and Budget		<b>30 (max) 13 (min)</b>
	<b>TOTAL</b>		<b>100 (MAX)</b>

**Notes:**

- i) It shall be the bidder's responsibility to ensure submission of unambiguous/clear and sufficient documentary evidence in support of the evaluation criteria/QCBS.
- ii) For QCBS evaluation, the Quality criteria of the bidder or the supporting company (as allowed earlier) on whose technical experience bidding has been done will only be considered.
- iii) It may be noted that OIL shall seek no clarification against the documents submitted by the bidder to substantiate the quality parameters tabulated above, after the technical bid opening. Therefore, bidders must ensure that such documents (in toto) are submitted as part of the original submission. Also, the bidders must indicate – (i) Details of the document (document Ref. No., relevant Page No. etc.) submitted & (ii) Marks claimed by the bidder against each quality parameter, in the format prescribed in **PROFORMA-XY** and submit the same along with the technical bid.
- iv) Since bidder's qualification marks are linked with the qualification of personnel, bidders should ensure that the same persons, whose CV's (as prescribed in **Annexure-A4**) are part of the offer are deployed during the execution of the contract. An undertaking in this respect to be provided by the bidder. Bidders are free to quote for multiple persons against the Core Team Member having equal or more experience and qualification, however, for marking against QCBS, persons with least qualification will be considered.

- v) A bid shall have to meet a minimum qualifying mark of **75 (75% of the total marks)** in quality evaluation criteria as per QCBS Clause above. Bids not meeting the minimum qualifying marks in quality criteria shall be rejected. The bids meeting the minimum qualifying marks shall be eligible for price bid evaluation as below.
- vi) “Qualified Bids” (meeting the minimum Qualifying Marks of **75 in Quality Criteria**) and conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Evaluation Criteria shall be considered for further evaluation.
- vii) Bidder shall have to be in readiness for a Technical Presentation showing Approach and Methodology to carry out project as per the Scope of Work (SoW) within a week from the date of intimation by OIL to the respective bidder post Bid Closing Date for evaluation to illustrate and put forward the overall Approach and Methodology to carry out the study as per the Scope of Work (SoW) ensuring Quality of work and deliverables within the stipulated timeframe and Budget. **The presentation shall be conducted virtually, and all the Core Team members proposed for the project have to be available in the meeting. The copy of Presentation being delivered by respective bidders to be certified by the bidder’s Head of India Operations has to be submitted by the Bidder at least two days prior to the scheduled date of the presentation to OIL.**
- viii) To ascertain the Inter-se-ranking of the bids, the Quality & Cost Based Selection (QCBS) methodology as mentioned below shall be adopted:

An Evaluated Bid Score (B) will be calculated for each bid, which meets the minimum Qualifying marks of 75 in “Quality” Evaluation Criteria, using the following formula in order to have a comprehensive assessment of the Bid price and the Quality of each bid:

$$B = (C_{\text{low}}/C) * 100 * X + (T/T_{\text{high}}) * 100 * Y$$

C	=	Evaluated Bid Price of the bidder
C <sub>low</sub>	=	The lowest of the evaluated bid prices among the responsive bids
T	=	The total marks obtained by the bidder against “Quality” criteria
T <sub>high</sub>	=	The total marks achieved by the best bid among all responsive bids against Quality criteria
X	=	<b>0.3 (The weightage for Quoted price is 30)</b>
Y	=	<b>0.7 (The weightage for Quality is 70)</b>

**Note:** The Evaluated Bid Score (B) shall be considered up to two decimal places.

**(b) INTER-SE-RANKING OF THE QUALIFIED BIDS**

To ascertain the Inter-se-ranking of the bids, the Quality & Cost Based Selection (QCBS) methodology as mentioned below shall be adopted:

An Evaluated Bid Score (B) will be calculated for each bid, which meets the minimum Qualifying marks of **75** in “Quality” Evaluation Criteria, using the following formula in order to have a comprehensive assessment of the Bid price and the Quality of each bid:

$$B = \left( \frac{C_{\text{low}}}{C} * 100 * X \right) + \left( \frac{T}{T_{\text{high}}} * 100 * Y \right)$$

Where,

C	=	Evaluated Bid Price of the bidder
C <sub>low</sub>	=	The lowest of the evaluated bid prices among the responsive bids
T	=	The total marks obtained by the bidder against „Quality’ criteria
T <sub>high</sub>	=	The total marks achieved by the best bid among all responsive bids against Quality criteria
X	=	0.3 (The weightage for Quoted price is 30)
Y	=	0.7 (The weightage for Quality is 70)

**Note:** The Evaluated Bid Score (B) shall be considered up to two decimal places.

**(c) AWARDING METHODOLOGY:**

- I. The Evaluated Bid Score (B) shall be considered upto two decimal places
- II. Contract shall be awarded to the bidder with the Highest Evaluated Bid Score (B-1).
- III. In the event of two or more bids having the same highest Evaluated Bid Score (B- 1), the bid scoring the highest marks against Quality criteria will be recommended for award of contract. Even if still there is a tie, “draw of lots” will be resorted to arrive at the recommended bidder.
- IV. To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation.
- V. Prices shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive. A substantially responsive bid is one that meets the terms and conditions of the Tender and / or the acceptance of which bid will not result in indeterminate liability on OIL.
- VI. The bidders are advised not to offer any discount/rebate separately and to offer their prices in the Price Bid Format after considering discount/rebate, if any.

VII. Original Bid closing date will be considered for evaluation of BEC/BRC criteria even in case of any extension of the original Bid Closing Date.

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**END OF PART -2**