

OIL INDIA LIMITED
(A Government of India Enterprise)
P.O. Duliajan, Pin – 786602
Dist-Dibrugarh, Assam

**CORRIGENDUM NO. 2 DATED 29.04.2021 TO E-TENDER NO. CDH6513P21 for
'Hiring the services of 04 (Four) units Surface Production Facility packages for
OIL's operational areas in Assam and Arunachal Pradesh for a period of 03
(Three) years with a provision to enter into Framework Agreement'**

This Corrigendum is issued to notify the following changes:

1. The following documents are newly uploaded in the “Amendments” folder in E-portal as a replacement of the earlier:
 - BEC/BRC (REVISED).
 - Checklist for BEC (REVISED):

All others terms and conditions of the Bid Document remain unchanged. Details can be viewed at www.oil-india.com.

(REVISED)

BID REJECTION CRITERIA (BRC)/BID EVALUATION CRITERIA (BEC)
(REVISED)

This tender is floated for entering into service agreement with the lowest eligible bidder for hiring the services of 04 (Four) units Surface Production Facility packages for OIL's operational areas in Assam and Arunachal Pradesh and also to shortlist the remaining techno-commercially acceptable bidders for a Framework Agreement for a period of 02 (Two) years.

Thus, bidders who submit their offer in terms of **consortium** or **technical collaboration** or **joint ventures** are requested to confirm the validity of the Agreement, MOU, Guarantee etc. for approximately 02 (two) years i.e. up to 21.03.2024 , so as to cover the bidders under Framework Agreement. In the event of requirement for the tendered services within the validity of the framework agreement, price bid and financial criteria - net worth and annual turnover, vintage of equipment, etc. [if required] shall be sought with the same terms and conditions and scope of work from those techno-commercially qualified bidder(s). Bidders are to confirm the acceptance of framework agreement categorically in their offer for their consideration for Framework Agreement. A format (as per **PROFORMA-XVI**) in this regard is to be provided as part of the Technical offer.

- I. **BID EVALUATION CRITERIA (BEC):** The bid shall conform generally to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements shall have to be particularly met by the Bidders without which the same shall be considered as non-responsive and rejected. All the documents related to BEC must be submitted along with the techno-commercial Bid.

1.0 TECHNICAL EVALUATION CRITERIA:

The Bidder must be incorporated in India and must maintain more than 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.

Bidders shall bid only as per any one of the undernoted conditions:

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- i) 04 (Four) units Surface Production Facility packages
or
- ii) 02 (Two) units Surface Production Facility packages

The number of units of Surface Production Facility packages quoted by the bidder must be clearly mentioned in their offer. Bidders to categorically note & confirm that they shall not be allowed to change the quoted number of units of Surface Production Facility packages after the technical bid opening date, under any circumstances.

1.1 EXPERIENCE:

The bidder shall have an experience of operating minimum 5000 psi rated surface production setup facility continuously for a period of minimum 01 (One) year under a single contract during the last 07 (Seven) years reckoned from the original bid closing date.

or

The bidder shall have an experience in successfully executing/completing surface production testing service in at least 05 (Five) nos. crude oil/natural gas wells using minimum 5000 psi rated surface production setup facility/surface production testing package during the last 07 (Seven) years reckoned from the original bid closing date.

or

The bidder shall have experience in successfully executing/completing a contract for surface production setup facility/surface production testing for crude oil/natural gas wells in Central Govt./State Govt./Public Sector Undertaking/State Govt. Enterprise/any upstream E&P Company of minimum value Rs. 6,70,50,000.00 (if 04 (Four) units Surface Production Facility packages are offered)/Rs. 3,35,25,000.00 (if 02 (Two) units Surface Production Facility packages are offered), for a duration of minimum 01 (One) year continuously during the last 07 (Seven) years reckoned from the original bid closing date.

Notes to BEC Clause 1.1 above:

- a) All major equipment offered i.e. Emergency Shutdown Valve, Choke Manifold, Separator, Oil Transfer Pump and Surge Separator/Vessel/Tank shall not be manufactured before 01.01.2014. Bidder to categorically provide an undertaking to comply with the vintage criteria. Bidder to confirm that ownership of the equipment is in the name of the bidder by providing copies of Invoice/Purchase receipt etc.
- b) In case of brand new equipment, the bidder shall submit a scanned copy of original certificate from the OEM/supplier with Technical Specifications. Along with bidder's confirmation, a confirmation from OEM/supplier shall

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be submitted along with the bid clearly stating compliance to mobilization time as mentioned in Clause No. 3.0 of BEC.

- c) In case of leased units or proposed purchase of the units (other than brand new), bidders shall submit the original Memorandum of Understanding/Agreement of Lease/Purchase of Unit, concluded with the owner of the units especially for this tender clearly stating that all the offered equipment (Emergency Shutdown Valve, Choke Manifold, Separator, Oil Transfer Pump and Surge Separator/Vessel/Tank) are not more than 07 (Seven) years reckoned from the original bid closing date, with documentary proof of ownership of the units. The above MOU/Agreement must be valid for the period of contract and any extension thereof.
- d) In all cases, bidder shall categorically confirm that the equipment conforms to the Technical Specifications and shall meet the Technical requirements as per Scope of Work of this Tender.
- e) If the prospective bidder is executing a contract as per Clause No. 1.1 of BEC which is still running and the value and/or quantity of the contract being executed prior to original bid closing date is equal to or more than the minimum prescribed value mentioned in 1.1 of BEC, such experience shall qualify for evaluation.
- f) In support of the experience criteria of Clause No. 1.1 above, the bidder must furnish the following documentary evidences self-certified, in the form of:
 - I. **In case work experience is against OIL's Contract:** Bidder must submit Job Completion Certificate issued by the company indicating the following:
 - i) Work order no./Contract no.
 - ii) Gross value/quantity of job done
 - iii) Period of Service
 - iv) Nature of Service
 - II. **In case work experience is not against OIL's Contract:** Bidder must submit the following:
 - i) Contract document showing details of work,
and
 - ii) Job Completion Certificate showing:
 - (a) Gross value/quantity of job done
 - (b) Nature of job done and Work order no./Contract no.
 - (c) Contract period and date of completion

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or

- ii) SES (Service Entry Sheet)/Certificate of Payment (COP) issued by the company indicating the following:
 - (a) Work order no./Contract no.
 - (b) Gross value of jobs/quantity done
 - (c) Period of Service
 - (d) Nature of Service

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

- v) Mere award of contract(s) shall not be counted towards experience. Successful completion of the awarded contract(s) to the extent of volume & value, as stipulated respectively under Clause Nos. 1.1 shall only be treated as acceptable experience.

2.0 BIDDERS QUOTING UNDER THE FOLLOWING CATEGORIES:

Bids of those bidders who themselves do not meet the experience criteria as stipulated in Clause No. 1.1 of the tender, can also quote under the categories listed below in Clause Nos. 2.1, 2.2, 2.3 provided the primary bidder is incorporated in India and maintains more than 20% local content for the offered services. With regards to calculation of local content and submission of documents during bidding & execution of contracts, provisions as per Purchase Preference Policy (linked with Local Content) (PP-LC) notified vide letter no. FP-20013/2/2017-FP-PNG dated 17.11.2020 of MoPNG (or as amended from time to time) shall be applicable. If such local content is not maintained during execution of the contract, OIL reserves the right to invoke the Performance Securities submitted by the bidding and supporting companies.

2.1 BID FROM INDIAN COMPANY/INDIAN JOINT VENTURE COMPANY WITH TECHNICAL COLLABORATION/JOINT VENTURE PARTNER

- (a) The primary bidder who must be incorporated in India and maintains more than 20% local content for the offered services as mentioned in Clause No. 2.0 above, shall have the experience of successfully completing at least 01 (One) no. of contract at its own for independently providing oilfield services relating to oil and gas well operations like drilling/workover/matrix acidization/well stimulation/sand control/slick-line/wireline/well activation/N2 or fluid pumping/well cleanout services, during the last 07 (Seven) years to be reckoned from the original bid closing date. In support of the experience, the bidder shall submit documentary evidences as per **Notes to BEC Clause 1.1 above**. Only the independent experience of the primary bidder shall be considered for the purpose of this tender. The experience of the primary bidders with other

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firms/JV partner/subcontracting/under supervision of either client or other professionals will not be qualified.

- (b) The Technical Collaborator/Joint Venture Partner at its own shall meet the experience criteria Clause No. 1.1 above. The experience of the Technical Collaborator/Joint Venture with other firms shall not be qualified. In this regard, the documents establishing experience of the Technical Collaborator/Joint Venture Partner shall be submitted as per **Notes to BEC Clause 1.1 above.**
- (c) **Indian bidders quoting based on technical collaboration/joint venture, shall submit a duly Notarized Memorandum of Understanding (MOU)/Agreement with their technical collaborator/joint venture partner clearly indicating their roles and responsibilities under the scope of work which shall be addressed to OIL and shall remain valid and binding for the contract period under this tender and the period under the framework agreement.**

Notes:

- (i) Any party who is extending support by way of entering into Consortium/Joint Venture agreement or MOU with another party shall not be allowed to submit an independent bid against this tender. Under such situation both the bids shall be rejected. Further, all bids from parties with technical collaboration support from the same principal against this tender shall be rejected.
- (ii) Number of companies involved in Joint Venture Partnership/Collaboration for bidding should not be more than three including the Subsidiaries, Parent Company.

2.2 BID FROM CONSORTIUM OF COMPANIES:

In case the bidder is a Consortium of Companies provided the primary bidder is incorporated in India and maintains more than 20% local content for the offered services as mentioned in clause 2.0 above, the following requirement should be satisfied by the bidder:

- (a) The leader of the consortium shall satisfy the minimum experience requirement as per Clause No. 1.1 or Clause No. 2.1 (a) above.
- (b) If the leader of the consortium meets Clause No. 2.1 (a) but does not meet the requirement as per Clause No. 1.1 above, then any of the consortium members shall individually meet Clause No. 1.1.

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- (c) Consortium bids shall be submitted with a Memorandum of Understanding among the consortium members duly executed by the Authorized Executives of the consortium members and notarized. This MOU must accompany the bid which should clearly define the role/scope of work of each partner/member and should clearly define the leader of consortium. Memorandum of Understanding (MOU) must also state that all the members of consortium shall be jointly and severally responsible for discharging all obligations under the contract. However, the leader of the consortium must submit an undertaking along with the technical bid towards unconditional acceptance of full responsibility for executing the 'scope of work' of this bid document. In case of award, such MOU shall be kept valid through the entire contract period, including extensions, if any. The following provisions should also be incorporated in the MOU executed by the members of the Consortium:
- (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 performance security shall be in the name of the leader on behalf of the consortium.
 - (iii) The leader of the consortium on behalf of the consortium shall coordinate with OIL during the period the bid is under evaluation as well as during the execution of works in the event contract is awarded and he shall also be responsible for resolving dispute/misunderstanding/undefined activities, if any, amongst all the consortium members.
 - (iv) Any correspondence exchanged with the leader of consortium shall be binding on all the consortium/joint venture members.
 - (v) Payment shall be made by OIL only to the leader of the consortium towards fulfilment of contract obligations.
 - (vi) In case of consortium bids, the bid shall be digitally 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.
 - (vii) 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.

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- (viii) **Constitution of Consortium:** The members of the consortium should not be more than 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, 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.
- ix) **Signing of Contract:** In the event of award of contract to the consortium, the contract to be signed by the members of the consortium and the liability of each one of them shall be jointly and severally.
- x) Members of the consortium are not allowed to quote separately/independently against this tender. All the bids received in such case shall be summarily rejected. Further, all bids from parties with technical support from the same Principal shall be rejected.
- xi) 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.
- xii) 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 should be notarized/endorsed by Indian Embassy.

Note: Bidder(s) quoting in collaboration/joint venture partnership/consortium with any firm are not allowed to quote separately/independently against this tender. The collaborator is also not allowed to quote separately/independently against this tender. All such bids including the partnership bids shall be summarily rejected against the tender.

2.3 **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 the experience criteria as stipulated in Clause No. 1.1 above can also be considered provided the primary bidder is incorporated in India and maintains more than 20% local content for the offered services as mentioned in clause 2.0 above and is a subsidiary company of the parent company **[supporting company]** in which the parent company has 100% stake **or** parent company can also

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be considered on the strength of its 100% subsidiary [**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-subsidiary company or through any other arrangement like technical collaboration agreement. 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-XVIII** between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee (as per format enclosed as **PROFORMA-XIX** from the parent/subsidiary company to OIL for fulfilling the obligation under the Agreement, along with the Technical bid.

In the situations mentioned above, following conditions are required to be fulfilled/documents to be submitted:

- (i) Undertaking by the supporting company to provide a Performance Security (as per format and instructions enclosed at **PROFORMA-XX**), 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.
- (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 non-performance of the contractor.

2.4 **Bidders quoting under the categories as mentioned under Clause Nos. 2.1, 2.2 and 2.3 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-XXI in this respect to be submitted as part of technical bid.**

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3.0 MOBILISATION TIME:

Mobilization of Surface Production Facility shall have to be carried out by contactor unit wise upon issuance of Mobilization Notice separately for each unit. Company may at its discretion issue Mobilization Notice to mobilize all 04 (Four) units simultaneously.

The mobilization of equipment along with accessories and personnel against each facility unit shall be completed by Contractor within 90 (Ninety) days from the date of issuance of Mobilization Notice for each unit. Mobilization shall be deemed to be completed after inspection of unit(s) advised to be mobilized including related equipment, accessories, and manpower at nominated site(s)/Contractor's Base camp and when the contractor is ready to undertake operation(s) in all respect, to the satisfaction of OIL's inspection team. In case mobilization inspection is completed in Base camp, Contractor shall mobilize the unit(s) to a designated site as advised by OIL.

The bidders shall provide a declaration confirming compliance to said clause in their "Technical" bid.

Offers without confirmation of stipulated mobilization time or with mobilization time more than 90 (Ninety) days shall be summarily rejected.

4.0 FINANCIAL REJECTION CRITERIA:

4.1 If the bidder quotes for 04 (Four) units Surface Production Facility packages, then the bidder shall have an annual financial turnover of minimum **Rs. 6.7 Crore** during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date. If the bidder quotes for 02 (Two) units Surface Production Facility packages, then the bidder shall have an annual financial turnover of minimum **Rs. 3.35 Crore** during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date.

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

Note: The Net worth to be considered against Clause No. 4.2 above, should be read in conjunction with the definition of Net worth as mentioned in Section 2 (57) of the Companies Act, 2013.

4.3 In case of bid from Indian Company/Indian Joint Venture Company with Technical Collaboration/Joint Venture partner as per Clause No. 2.1, the primary bidder shall meet the financial criteria as mentioned in Clause Nos. 4.1 & 4.2.

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4.4 In case of bid from Consortium of Companies as per Clause No. 2.2, if the bid is quoted for 04 (Four) units Surface Production Facility packages, any one of the consortium member shall have an annual financial turnover of minimum **Rs. 6.7 Crore** and other members of the consortium shall have an annual financial turnover of minimum **Rs. 3.35 Crore**, during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date. Net worth of all the members must be Positive for the preceding financial/accounting year.

In case of bid from Consortium of Companies as per Clause No. 2.2, if the bid is quoted for 02 (Two) units Surface Production Facility packages, any one of the consortium member shall have an annual financial turnover of minimum **Rs. 3.35 Crore** and other members of the consortium shall have an annual financial turnover of minimum **Rs. 1.676 Crore**, during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date. Net worth of all the members must be Positive for the preceding financial/accounting year.

4.5 In case the bidder is a subsidiary company (should be a 100% 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 the parent/ultimate parent/holding company shall have an annual financial turnover of minimum **Rs. 6.7 Crore** if the bid is quoted for 04 (Four) units Surface Production Facility packages and an annual financial turnover of minimum **Rs. 3.35 Crore** if the bid is quoted for 02 (Two) units Surface Production Facility packages during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date. Net worth of the bidder must be Positive for the preceding financial/accounting year

Note to Financial Clause No. 4.0 above:

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

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

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- a. Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial/accounting year shall be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year shall be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per **PROFORMA-X**.
- 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.
- 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 shall be rejected if not accompanied with adequate documentary proof in support of Annual Turnover and Net worth as mentioned in Clause Nos. 4.1 & 4.2.
- f. In case the bidder is a subsidiary company (should be a 100% subsidiary of the parent/ultimate parent/holding company, in addition to the document of proof of Annual Turnover & Net worth, the bidder shall also submit the followings:
 - i) Documents to substantiate that the bidder is a 100% subsidiary company of the parent/ultimate/holding parent company.
 - ii) Corporate Guarantee on parent/ultimate parent/holding company's 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.

NOTES: OIL reserves the right to ask for any Original or other relevant document to verify the certification

5.0 COMMERCIAL EVALUATION CRITERIA:

- 5.1 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

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- the tender in **“Technical Attachments” Tab** and Priced Bid as per Proforma-B 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.
- 5.2 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.
- 5.3 Bids should be valid for a period of **120 (one-hundred twenty)** days. Bids with shorter validity shall be rejected as being non-responsive.
- 5.4 Bid Security is not applicable against this tender. However, bidders shall submit along with their bid a signed **“Bid Security Declaration” (Proforma-V)** 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 if they fail to submit performance security before the deadline defined in the NIT; they will be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.
- 5.5 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.
- 5.6 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 5.7 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. Unsolicited bids will not be considered and will be straightway rejected.
- 5.8 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 initialled by the person or persons who has/have digitally signed the Bid.
- 5.9 Any Bid containing false statement will be rejected.
- 5.10 Bidders must quote clearly and strictly in accordance with the price schedule outlined in “Price Bid Format” of Bid Document, otherwise the Bid will be summarily rejected.

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- 5.11 Bidders shall quote directly and not through their Agent/ Representative/Retainer/Associate.
- 5.12 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected:
- i) Performance Security Clause
 - ii) Taxes Clause
 - iii) Insurance Clause
 - iv) Force Majeure Clause
 - v) Termination Clause
 - vi) Arbitration Clause
 - vii) Liability Clause
 - viii) Withholding Clause
 - ix) Liquidated damages Clause
 - x) Firm price
 - xi) Bid Security Declaration
 - xii) Integrity Pact

6.0 PRICE EVALUATION CRITERIA:

The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjected to bid evaluation criteria will be considered for further evaluation as per the price evaluation criteria given below:

- 6.1 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- 6.2 The contract will be signed with successful bidder for the required services as per 'Scope of Work' of the IFB.
- 6.3 The bidders must quote their rates in the manner as called for vide "Schedule of Rates" under **Section - IV** and the summarized price schedule format vide enclosed **Proforma-B**.
- 6.4 The quantities shown against each item in the "Price Bid Format (i.e. in Proforma-B)" 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 Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.

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6.5 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'.

6.6 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).

6.7 OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

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

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

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

6.10 Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to L-1 bidder.

7.0 GENERAL:

7.1 In case bidder takes exception to any clause of bid document not covered under BEC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the Company will be final and binding on the bidders.

7.2 To ascertain the substantial responsiveness of the Bid the Company reserves the right to ask the bidder for clarification in respect of clauses

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under BEC also and such clarifications fulfilling the BEC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.

7.3 If any of the clauses in the BEC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BEC shall prevail.

8.0 PURCHASE PREFERENCE CLAUSE: Purchase Preference to Micro and Small Enterprises registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME:

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

8.2 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.

8.3 Documentation required to be submitted by MSEs:

Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISE.

Bidders claiming the MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against this tender has to submit the following document along with the technical bid for availing the benefits applicable to MSEs:

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 entrepreneur/ Woman entrepreneur should also be enclosed.

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, MSE quoting on the strength of Technical Collaborators shall be eligible for the benefits reserved for MSEs

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(i.e. purchase preference). However, in case of submission of JV/consortium bids by MSEs (i.e. 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 requirement including technical and financial evaluation criteria. Further, in case of bid from incorporated JV/consortium, in order to avail the benefits, all the members of the bidder i.e. incorporated JV/consortium shall have to be MSE.

9.0 PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT)

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

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. FP-20013/2/2017-FP-PNG dated 17th November, 2020 or subsequent amendments, if any.

In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs - Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy. 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.

10.0 AWARD OF CONTRACT: Award of contract for hiring the services of 04 units Surface Production Facility packages would be split as below:

- i) In case if the L1 bidder is someone other than a MSE, then preference shall be given to the lowest eligible MSE bidder provided its quoted price falls within price band of L1+15%. If such MSE bidder agrees to match its quoted price to the price of L1 bidder, then the contract for 02 units SPF packages shall be awarded to the MSE bidder and for remaining 02 units, the next higher MSE bidder within price band of L1+15% shall be invited to match their quoted price to L1 price and so on and contract shall be awarded accordingly.

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- ii) In case if the L1 bidder is MSE and quotes for 04 units SPF packages, then the contract for hiring 04 units SPF packages shall be awarded to L1 MSE bidder. In case if the L1 bidder is MSE and quotes 02 units SPF packages, then the contract for 02 units shall be awarded to the L1 MSE bidder and for the remaining 02 units, preference shall be given to the next lowest eligible MSE bidder provided its quoted price falls within price band of L1+15%. If such MSE bidder agrees to match its quoted price to the price of L1 bidder, then the contract for remaining 02 units shall be awarded to the MSE bidder.

In the above cases in para i) and ii), if the lowest eligible MSE bidder fails to match their quoted price to the price of L1 bidder or accepts less than the offered service, the next higher MSE bidder within price band of L1+15% shall be invited to match their quoted price to L1 price and contract shall be awarded accordingly.

- iii) In the event if L1 bidder is Class-I local supplier and quotes for 04 units SPF packages, the contract for hiring the services of entire 04 units shall be awarded to L1 bidder.
- iv) In the event if L1 bidder is Class-I local supplier and quotes for 02 units SPF packages, the contract for hiring the services of 02 units SPF packages shall be awarded to L1 bidder and for the remaining 02 units, the lowest qualifying bidder among the Class-I local supplier shall be invited to match their quoted price to L1 price provided the Class-I local supplier's quoted price falls within the margin of purchase preference.
- v) If L1 bidder is not a Class-I local supplier and quotes for 04 units SPF packages, then 02 units SPF packages shall be awarded to L1 bidder and the lowest qualifying bidder among the Class-I local supplier shall be invited to match their quoted price to L1 price for the remaining 02 units SPF packages, provided the Class-I local supplier's quoted price falls within the margin of purchase preference.
- vi) If L1 bidder is not a Class-I local supplier and quotes for 02 units SPF packages, the contract for hiring the services of 02 units shall be awarded to L1 bidder and for the remaining 02 units, the lowest qualifying bidder among the Class-I local supplier shall be invited to match their quoted price to L1 price provided the Class-I local supplier's quoted price falls within the margin of purchase preference.

In the above cases in para iii), iv), v) and vi), if the lowest eligible Class-I local supplier fails to match their quoted price to the price of L1 bidder or accepts less than the offered service, the next higher Class-I local supplier within the margin of purchase preference shall be invited to match their quoted price to L1 price for 50% of the service and so on and contract

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shall be awarded accordingly. In case if any part of the service is left uncovered on Class-I local suppliers, then such balance shall be awarded to L1 bidder.

- 11.0 THIRD PARTY INSPECTION:** Oil India Limited (OIL) has engaged 09 (Nine) Independent Inspection Agencies to verify and certify of various documents required against BEC/BRC of the tender. The list of these Independent Inspection Agencies along with their email ID's is attached as Annexure-II.
- 11.1 The Bidders have to get verified and certified the various documents required against BEC/BRC 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.
- 11.2 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 alongwith all relevant supporting documents as per BEC/BRC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered provided it is accompanied by an Undertaking by the Bidder on their official letterhead to submit the duly verified copies/verification certificate within 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.
- 11.3 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 empanelled third party certifying agencies for verification/certification. Neither OIL nor the third party certifying agency shall be held accountable in any manner regarding the

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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 empanelled 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 empanelled third party agency shall not automatically make the bidder eligible for award of contract.**

- (c) Verification of documents (but not limited to) are normally categorised as under:

➤ **General Requirement:**

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

➤ **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

➤ **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.

➤ **Financial Criteria**

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

Note: 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.

- 12.0 COMPLIANCE OF THE COMPETITION ACT, 2002:** The bidder shall strictly comply with the provisions of the Competition Act, 2002, more

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particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.

CHECKLIST FOR BEC (REVISED)

Annexure- A to BEC

Bidders to mark (√) **Provided** or **Not Provided** along with the Reference File No. and page No. whichever is applicable.

Clause No.	Description	Reference File No. and Page No. of Bidder's Quote	Provided	Not Provided
	<p>This tender is floated for entering into service agreement with the lowest eligible bidder for hiring the services of 04 (Four) units Surface Production Facility packages for OIL's operational areas in Assam and Arunachal Pradesh and also to shortlist the remaining techno-commercially acceptable bidders for a Framework Agreement for a period of 02 (Two) years.</p> <p>Thus, bidders who submit their offer in terms of consortium or technical collaboration or joint ventures are requested to confirm the validity of the Agreement, MOU, Guarantee etc. for approximately 02 (two) years i.e. up to 21.03.2024, so as to cover the bidders under Framework Agreement. In the event of requirement for the tendered services within the validity of the framework agreement, price bid and financial criteria - net worth and annual turnover, vintage of equipment, etc. [if required] shall be sought with the same terms and conditions and scope of work from those techno-commercially qualified bidder(s). Bidders are to confirm the acceptance of framework agreement categorically in their offer for their consideration for Framework Agreement. A format (as per PROFORMA-XVI) in this regard is to be provided as part of the Technical offer.</p>			
1.0	<u>TECHNICAL EVALUATION CRITERIA:</u> The Bidder must be incorporated in India			

and must maintain more than 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.

Bidders shall bid only as per any one of the undernoted conditions:

- i) 04 (Four) units Surface Production Facility packages

or

- ii) 02 (Two) units Surface Production Facility packages

The number of units of Surface Production Facility packages quoted by the bidder must be clearly mentioned in their offer. Bidders to categorically note & confirm that they shall not be allowed to change the quoted number of units of Surface Production Facility packages after the technical bid opening date, under any circumstances.

1.1 EXPERIENCE:

The bidder shall have an experience of operating minimum 5000 psi rated surface production setup facility continuously for a period of minimum 01 (One) year under a single contract during the last 07 (Seven) years reckoned from the original bid closing date.

or

The bidder shall have an experience in successfully executing/completing surface production testing service in at least 05 (Five) nos. crude oil/natural gas wells using minimum 5000 psi rated surface production setup facility/surface production testing package during the last 07 (Seven) years

reckoned from the original bid closing date.

or

The bidder shall have experience in successfully executing/completing a contract for surface production setup facility/surface production testing for crude oil/natural gas wells in Central Govt./State Govt./Public Sector Undertaking/State Govt. Enterprise/any upstream E&P Company of minimum value Rs. 6,70,50,000.00 (if 04 (Four) units Surface Production Facility packages are offered)/Rs. 3,35,25,000.00 (if 02 (Two) units Surface Production Facility packages are offered), for a duration of minimum 01 (One) year continuously during the last 07 (Seven) years reckoned from the original bid closing date.

Notes to BEC Clause 1.1 above:

a) All major equipment offered i.e. Emergency Shutdown Valve, Choke Manifold, Separator, Oil Transfer Pump and Surge Separator/Vessel/ Tank shall not be manufactured before 01.01.2014. Bidder to categorically provide an undertaking to comply with the vintage criteria. Bidder to confirm that ownership of the equipment is in the name of the bidder by providing copies of Invoice/Purchase receipt etc.

b) In case of brand new equipment, the bidder shall submit a scanned copy of original certificate from the OEM/supplier with Technical Specifications. Along with bidder's confirmation, a confirmation from OEM/supplier shall be submitted along with the bid clearly stating compliance to mobilization time as mentioned in Clause No. 3.0 of BEC.

c) In case of leased units or proposed purchase of the units (other than brand new), bidders shall submit the original Memorandum of Understanding/Agreement of Lease/Purchase of Unit, concluded with the owner of the units especially for this tender clearly stating that all the offered

equipment (Emergency Shutdown Valve, Choke Manifold, Separator, Oil Transfer Pump and Surge Separator/Vessel/Tank) are not more than 07 (Seven) years reckoned from the original bid closing date, with documentary proof of ownership of the units. The above MOU/Agreement must be valid for the period of contract and any extension thereof.

d) In all cases, bidder shall categorically confirm that the equipment conforms to the Technical Specifications and shall meet the Technical requirements as per Scope of Work of this Tender.

e) If the prospective bidder is executing a contract as per Clause No. 1.1 of BEC which is still running and the value and/or quantity of the contract being executed prior to original bid closing date is equal to or more than the minimum prescribed value mentioned in 1.1 of BEC, such experience shall qualify for evaluation.

f) In support of the experience criteria of Clause No. 1.1 above, the bidder must furnish the following documentary evidences self-certified, in the form of:

I. **In case work experience is against OIL's Contract:** Bidder must submit Job Completion Certificate issued by the company indicating the following:

- i) Work order no./Contract no.
- ii) Gross value/quantity of job done
- iii) Period of Service
- iv) Nature of Service

II. **In case work experience is not against OIL's Contract:** Bidder must submit the following:

- i) Contract document showing details of work,
and
- ii) Job Completion Certificate showing:

	<p>(a) Gross value/quantity of job done</p> <p>(b) Nature of job done and Work order no./Contract no.</p> <p>(c) Contract period and date of completion or</p> <p>ii) SES (Service Entry Sheet)/Certificate of Payment (COP) issued by the company indicating the following:</p> <p>(a) Work order no./Contract no.</p> <p>(b) Gross value of jobs/quantity done</p> <p>(c) Period of Service</p> <p>(d) Nature of Service</p> <p>iv) Only Letter of Intent (LOI)/Letter of Award (LOA) or Work Order(s) are not acceptable as evidence.</p> <p>v) Mere award of contract(s) shall not be counted towards experience. Successful completion of the awarded contract(s) to the extent of volume & value, as stipulated respectively under Clause Nos. 1.1 shall only be treated as acceptable experience.</p>			
<p>2.0</p>	<p><u>BIDDERS QUOTING UNDER THE FOLLOWING CATEGORIES:</u></p> <p>Bids of those bidders who themselves do not meet the experience criteria as stipulated in Clause No. 1.1 of the tender, can also quote under the categories listed below in Clause Nos. 2.1, 2.2, 2.3 provided the primary bidder is incorporated in India and maintains more than 20% local content for the offered services. With regards to calculation of local content and submission of documents during bidding & execution of contracts, provisions as per Purchase Preference Policy (linked with Local Content) (PP-LC) notified vide letter no. FP-20013/2/2017-FP-PNG dated 17.11.2020 of MoPNG (or as amended from time to time) shall be applicable. If such local content is not maintained during execution of the contract, OIL reserves the right to invoke the Performance Securities submitted by the bidding and supporting companies.</p> <p>2.1 BID FROM INDIAN</p>			

**COMPANY/INDIAN JOINT VENTURE
COMPANY WITH TECHNICAL
COLLABORATION/JOINT VENTURE
PARTNER**

(a) The primary bidder who must be incorporated in India and maintains more than 20% local content for the offered services as mentioned in Clause No. 2.0 above, shall have the experience of successfully completing at least 01 (One) no. of contract at its own for independently providing oilfield services relating to oil and gas well operations like drilling/workover/matrix acidization/well stimulation/sand control/slick-line/wireline/well activation/N2 or fluid pumping/well cleanout services, during the last 07 (Seven) years to be reckoned from the original bid closing date. In support of the experience, the bidder shall submit documentary evidences as per **Notes to BEC Clause 1.1 above**. Only the independent experience of the primary bidder shall be considered for the purpose of this tender. The experience of the primary bidders with other firms/JV partner/subcontracting /under supervision of either client or other professionals will not be qualified.

(b) The Technical Collaborator/Joint Venture Partner at its own shall meet the experience criteria Clause No. 1.1 above. The experience of the Technical Collaborator/Joint Venture with other firms shall not be qualified. In this regard, the documents establishing experience of the Technical Collaborator/Joint Venture Partner shall be submitted as per **Notes to BEC Clause 1.1 above**.

(c) **Indian bidders quoting based on technical collaboration/joint venture, shall submit a duly Notarized Memorandum of Understanding (MOU)/Agreement with their technical collaborator/joint venture partner clearly indicating their roles and responsibilities**

under the scope of work which shall be addressed to OIL and shall remain valid and binding for the contract period under this tender and the period under the framework agreement.

Notes:

(i) Any party who is extending support by way of entering into Consortium/Joint Venture agreement or MOU with another party shall not be allowed to submit an independent bid against this tender. Under such situation both the bids shall be rejected. Further, all bids from parties with technical collaboration support from the same principal against this tender shall be rejected.

(ii) Number of companies involved in Joint Venture Partnership/Collaboration for bidding should not be more than three including the Subsidiaries, Parent Company.

2.2 BID FROM CONSORTIUM OF COMPANIES:

In case the bidder is a Consortium of Companies provided the primary bidder is incorporated in India and maintains more than 20% local content for the offered services as mentioned in clause 2.0 above, the following requirement should be satisfied by the bidder:

(a) The leader of the consortium shall satisfy the minimum experience requirement as per Clause No. 1.1 or Clause No. 2.1 (a) above.

(b) If the leader of the consortium meets Clause No. 2.1 (a) but does not meet the requirement as per Clause No. 1.1 above, then any of the consortium members shall individually meet Clause No. 1.1.

(c) Consortium bids shall be submitted with a Memorandum of Understanding

among the consortium members duly executed by the Authorized Executives of the consortium members and notarized. This MOU must accompany the bid which should clearly define the role/scope of work of each partner/member and should clearly define the leader of consortium. Memorandum of Understanding (MOU) must also state that all the members of consortium shall be jointly and severally responsible for discharging all obligations under the contract. However, the leader of the consortium must submit an undertaking along with the technical bid towards unconditional acceptance of full responsibility for executing the 'scope of work' of this bid document. In case of award, such MOU shall be kept valid through the entire contract period, including extensions, if any. The following provisions should also be incorporated in the MOU executed by the members of the Consortium:

(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 performance security shall be in the name of the leader on behalf of the consortium.

(iii) The leader of the consortium on behalf of the consortium shall coordinate with OIL during the period the bid is under evaluation as well as during the execution of works in the event contract is awarded and he shall also be responsible for resolving dispute/misunderstanding/undefined activities, if any, amongst all the consortium members.

(iv) Any correspondence exchanged with the leader of consortium shall be binding on

all the consortium/joint venture members.

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

(vi) In case of consortium bids, the bid shall be digitally 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.

(vii) 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.

(viii) **Constitution of Consortium:** The members of the consortium should not be more than 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, 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.

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

x) 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.

xi) 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.

xii) 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 should be notarized/endorsed by Indian Embassy.

Note: Bidder(s) quoting in collaboration/joint venture partnership/consortium with any firm are not allowed to quote separately /independently against this tender. The collaborator is also not allowed to quote separately/independently against this tender. All such bids including the partnership bids shall be summarily rejected against the tender.

2.3 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 the experience criteria as stipulated in Clause No. 1.1 above can also be considered provided the primary bidder is incorporated in India and maintains more than 20% local content for the offered services as mentioned in clause 2.0 above and is a subsidiary company of the parent company **[supporting company]** in which the parent company has 100% stake **or** parent company can also be considered on the strength of its 100% subsidiary **[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-sub subsidiary company or through any other arrangement like technical collaboration agreement. 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-XVIII** between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee (as per format enclosed as **PROFORMA-XIX**) from the parent/subsidiary company to OIL for fulfilling the obligation under the Agreement, along with the Technical bid.

In the situations mentioned above, following conditions are required to be fulfilled/documents to be submitted:

(i) Undertaking by the supporting company to provide a Performance Security (as per format and instructions enclosed at **PROFORMA- XX**), 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.

(ii) Undertaking from the supporting

	<p>company to the effect that in addition to invoking the performance security submitted by the contractor, the performance security provided by supporting company shall be invoked by OIL due to non-performance of the contractor.</p> <p><u>2.4 Bidders quoting under the categories as mentioned under Clause Nos. 2.1, 2.2 and 2.3 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- XXI in this respect to be submitted as part of technical bid.</u></p>			
<p>3.0</p>	<p><u>MOBILISATION TIME:</u></p> <p>Mobilization of Surface Production Facility shall have to be carried out by contractor unit wise upon issuance of Mobilization Notice separately for each unit. Company may at its discretion issue Mobilization Notice to mobilize all 04 (Four) units simultaneously.</p> <p>The mobilization of equipment along with accessories and personnel against each facility unit shall be completed by Contractor within 90 (Ninety) days from the date of issuance of Mobilization Notice for each unit. Mobilization shall be deemed to be completed after inspection of unit(s) advised to be mobilized including related equipment, accessories, and manpower at nominated site(s)/Contractor’s Base camp and when the contractor is ready to undertake operation(s) in all respect, to the satisfaction of OIL’s inspection team. In case mobilization inspection is completed in Base camp, Contractor shall mobilize the unit(s) to a designated site as advised by OIL.</p> <p>The bidders shall provide a declaration confirming compliance to said clause in their “Technical” bid.</p> <p>Offers without confirmation of stipulated</p>			

	<p>mobilization time or with mobilization time more than 90 (Ninety) days shall be summarily rejected.</p>			
<p>4.0</p>	<p><u>FINANCIAL REJECTION CRITERIA:</u></p> <p>4.1 If the bidder quotes for 04 (Four) units Surface Production Facility packages, then the bidder shall have an annual financial turnover of minimum Rs. 6.7 Crore during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date. If the bidder quotes for 02 (Two) units Surface Production Facility packages, then the bidder shall have an annual financial turnover of minimum Rs. 3.35 Crore during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date.</p> <p>4.2 Net worth of the bidder must be Positive for the preceding financial/accounting year.</p> <p><u>Note:</u> The Net worth to be considered against Clause No. 4.2 above, should be read in conjunction with the definition of Net worth as mentioned in Section 2 (57) of the Companies Act, 2013.</p> <p>4.3 In case of bid from Indian Company/Indian Joint Venture Company with Technical Collaboration/Joint Venture partner as per Clause No. 2.1, the primary bidder shall meet the financial criteria as mentioned in Clause Nos. 4.1 & 4.2.</p> <p>4.4 In case of bid from Consortium of Companies as per Clause No. 2.2, if the bid is quoted for 04 (Four) units Surface Production Facility packages, the members of the consortium shall have an annual financial turnover of minimum Rs. 6.7 Crore and other members of the consortium shall have an annual financial turnover of minimum Rs. 3.35 Crore, during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date. Net worth of all the members must be</p>			

Positive for the preceding financial/accounting year.

In case of bid from Consortium of Companies as per Clause No. 2.2, if the bid is quoted for 02 (Two) units Surface Production Facility packages, the members of the consortium shall have an annual financial turnover of minimum **Rs. 3.35 Crore** and other members of the consortium shall have an annual financial turnover of minimum **Rs. 1.676 Crore**, during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date. Net worth of all the members must be Positive for the preceding financial/accounting year.

4.5 In case the bidder is a subsidiary company (should be a 100% 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 the parent/ultimate parent/holding company shall have an annual financial turnover of minimum **Rs. 6.7 Crore** if the bid is quoted for 04 (Four) units Surface Production Facility packages and an annual financial turnover of minimum **Rs. 3.35 Crore** if the bid is quoted for 02 (Two) units Surface Production Facility packages during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date. Net worth of the bidder must be Positive for the preceding financial/accounting year

Note to Financial Clause No. 4.0 above:

(a) For proof of Annual Turnover & Net worth any one of the following documents must be submitted along with the bid:

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

OR

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

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

a. Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial /accounting years excluding the preceding financial/accounting year shall be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year shall be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per **PROFORMA-X.**

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.

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

	<p>e. Bid shall be rejected if not accompanied with adequate documentary proof in support of Annual Turnover and Net worth as mentioned in Clause Nos. 4.1 & 4.2.</p> <p>f. In case the bidder is a subsidiary company (should be a 100% subsidiary of the parent/ultimate parent/holding company, in addition to the document of proof of Annual Turnover & Net worth, the bidder shall also submit the followings:</p> <p>i) Documents to substantiate that the bidder is a 100% subsidiary company of the parent/ultimate/holding parent company.</p> <p>ii) Corporate Guarantee on parent/ultimate parent/holding company's 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.</p> <p>NOTES: OIL reserves the right to ask for any Original or other relevant document to verify the certification</p>			
<p>5.0</p>	<p><u>COMMERCIAL EVALUATION CRITERIA:</u></p> <p>5.1 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 as per Proforma-B 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.</p> <p>5.2 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.</p> <p>5.3 Bids should be valid for a period of 120</p>			

(one-hundred twenty) days. Bids with shorter validity shall be rejected as being non-responsive.

5.4 Bid Security is not applicable against this tender. However, bidders shall submit along with their bid a signed **“Bid Security Declaration” (Proforma-V)** 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 if they fail to submit performance security before the deadline defined in the NIT; they will be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.

5.5 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.

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

5.7 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. Unsolicited bids will not be considered and will be straightway rejected.

5.8 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 initialled by the person or persons who has/have digitally signed the Bid.

	<p>5.9 Any Bid containing false statement will be rejected.</p> <p>5.10 Bidders must quote clearly and strictly in accordance with the price schedule outlined in “Price Bid Format” of Bid Document, otherwise the Bid will be summarily rejected.</p> <p>5.11 Bidders shall quote directly and not through their Agent/ Representative/Retainer/Associate.</p> <p>5.12 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected:</p> <ul style="list-style-type: none"> i) Performance Security Clause ii) Taxes Clause iii) Insurance Clause iv) Force Majeure Clause v) Termination Clause vi) Arbitration Clause vii) Liability Clause viii) Withholding Clause ix) Liquidated damages Clause x) Firm price xi) Bid Security Declaration xii) Integrity Pact 			
<p>6.0</p>	<p><u>PRICE EVALUATION CRITERIA:</u></p> <p>The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjected to bid evaluation criteria will be considered for further evaluation as per the price evaluation criteria given below:</p> <p>6.1 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.</p>			

6.2 The contract will be signed with successful bidder for the required services as per 'Scope of Work' of the IFB.

6.3 The bidders must quote their rates in the manner as called for vide "Schedule of Rates" under **Section - IV** and the summarized price schedule format vide enclosed **Proforma-B**.

6.4 The quantities shown against each item in the "Price Bid Format (i.e. in Proforma-B)" 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 Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.

6.5 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'.

6.6 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).

6.7 OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

	<p>6.8 Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST.</p> <p>When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts will be binding on the bidder.</p> <p>6.9 Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids will be evaluated based on total price including GST.</p> <p>6.10 Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to L-1 bidder.</p>			
<p>7.0</p>	<p><u>GENERAL:</u></p> <p>7.1 In case bidder takes exception to any clause of bid document not covered under BEC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the Company will be final and binding on the bidders.</p> <p>7.2 To ascertain the substantial responsiveness of the Bid the Company reserves the right to ask the bidder for clarification in respect of clauses under BEC also and such clarifications fulfilling the BEC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.</p> <p>7.3 If any of the clauses in the BEC contradict with other clauses of the Bid</p>			

	Document elsewhere, then the clauses in the BEC shall prevail.			
8.0	<p><u>PURCHASE PREFERENCE CLAUSE:</u></p> <p>Purchase Preference to Micro and Small Enterprises registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME:</p> <p>8.1 In case participating MSEs Quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.</p> <p>8.2 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.</p> <p><u>8.3 Documentation required to be submitted by MSEs:</u></p> <p>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 ENTERPRISE.</p> <p>Bidders claiming the MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against this tender has to submit the following document along with the technical bid for availing the benefits applicable to MSEs:</p> <p>Udyam Registration Number with Udyam Registration Certificate.</p> <p>Note: In case bidding MSE is owned by Schedule Caste or Schedule Tribe or Woman entrepreneur, valid documentary evidence</p>			

	<p>issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur/ Woman entrepreneur should also be enclosed.</p> <p>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, MSE quoting on the strength of Technical Collaborators shall be eligible for the benefits reserved for MSEs (i.e. purchase preference). However, in case of submission of JV/consortium bids by MSEs (i.e. 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 requirement including technical and financial evaluation criteria. Further, in case of bid from incorporated JV/consortium, in order to avail the benefits, all the members of the bidder i.e. incorporated JV/consortium shall have to be MSE.</p>			
<p>9.0</p>	<p><u>PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT) (PP-LC):</u> Purchase preference policy-linked with Local Content (PP-LC) notified vide letter no. FP-20013/2/2017-FP-PNG dated 17th November, 2020 of MoPNG shall be applicable in this tender. Bidders to check the provisions of the Notification for their eligibility to bid and seek benefits for Purchase preference, accordingly. Purchase preference will be applicable as per the Notification(s) and any amendment thereof.</p> <p>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. FP-20013/2/2017-FP-PNG dated 17th November, 2020 or subsequent amendments, if any.</p> <p>In case a bidder is eligible to seek benefits</p>			

	<p>under PP-LC policy as well as Public Procurement Policy for MSEs - Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy. 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.</p>			
<p>10.0</p>	<p><u>AWARD OF CONTRACT:</u> Award of contract for hiring the services of 04 units Surface Production Facility packages would be split as below:</p> <p>i) In case if the L1 bidder is someone other than a MSE, then preference shall be given to the lowest eligible MSE bidder provided its quoted price falls within price band of L1+15%. If such MSE bidder agrees to match its quoted price to the price of L1 bidder, then the contract for 02 units SPF packages shall be awarded to the MSE bidder and for remaining 02 units, the next higher MSE bidder within price band of L1+15% shall be invited to match their quoted price to L1 price and so on and contract shall be awarded accordingly.</p> <p>ii) In case if the L1 bidder is MSE and quotes for 04 units SPF packages, then the contract for hiring 04 units SPF packages shall be awarded to L1 MSE bidder. In case if the L1 bidder is MSE and quotes 02 units SPF packages, then the contract for 02 units shall be awarded to the L1 MSE bidder and for the remaining 02 units, preference shall be given to the next lowest eligible MSE bidder provided its quoted price falls within price band of L1+15%. If such MSE bidder agrees to match its quoted</p>			

price to the price of L1 bidder, then the contract for remaining 02 units shall be awarded to the MSE bidder.

In the above cases in para i) and ii), if the lowest eligible MSE bidder fails to match their quoted price to the price of L1 bidder or accepts less than the offered service, the next higher MSE bidder within price band of L1+15% shall be invited to match their quoted price to L1 price and contract shall be awarded accordingly.

iii) In the event if L1 bidder is Class-I local supplier and quotes for 04 units SPF packages, the contract for hiring the services of entire 04 units shall be awarded to L1 bidder.

iv) In the event if L1 bidder is Class-I local supplier and quotes for 02 units SPF packages, the contract for hiring the services of 02 units SPF packages shall be awarded to L1 bidder and for the remaining 02 units, the lowest qualifying bidder among the Class-I local supplier shall be invited to match their quoted price to L1 price provided the Class-I local supplier's quoted price falls within the margin of purchase preference.

v) If L1 bidder is not a Class-I local supplier and quotes for 04 units SPF packages, then 02 units SPF packages shall be awarded to L1 bidder and the lowest qualifying bidder among the Class-I local supplier shall be invited to match their quoted price to L1 price for the remaining 02 units SPF packages, provided the Class-I local supplier's quoted price falls within the margin of purchase preference.

vi) If L1 bidder is not a Class-I local supplier and quotes for 02 units SPF packages, the contract for hiring the services of 02 units shall be awarded to L1 bidder and for the remaining 02 units, the

	<p>lowest qualifying bidder among the Class-I local supplier shall be invited to match their quoted price to L1 price provided the Class-I local supplier's quoted price falls within the margin of purchase preference.</p> <p>In the above cases in para iii), iv), v) and vi), if the lowest eligible Class-I local supplier fails to match their quoted price to the price of L1 bidder or accepts less than the offered service, the next higher Class-I local supplier within the margin of purchase preference shall be invited to match their quoted price to L1 price for 50% of the service and so on and contract shall be awarded accordingly. In case if any part of the service is left uncovered on Class-I local suppliers, then such balance shall be awarded to L1 bidder.</p>			
<p>11.0</p>	<p><u>THIRD PARTY INSPECTION:</u> Oil India Limited (OIL) has engaged 09 (Nine) Independent Inspection Agencies to verify and certify of various documents required against BEC/BRC of the tender. The list of these Independent Inspection Agencies along with their email ID's is attached as Annexure-II.</p> <p>11.1 The Bidders have to get verified and certified the various documents required against BEC/BRC 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.</p> <p>11.2 As mentioned above, Bidder(s) have to</p>			

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 alongwith all relevant supporting documents as per BEC/BRC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered provided it is accompanied by an Undertaking by the Bidder on their official letterhead to submit the duly verified copies/verification certificate within 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.

11.3 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 empanelled 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

	<p>any of the empanelled 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 empanelled third party agency shall not automatically make the bidder eligible for award of contract.</p> <p>(c) Verification of documents (but not limited to) are normally categorised as under:</p> <ul style="list-style-type: none"> ➤ General Requirement: <ul style="list-style-type: none"> • Check Bidder's PAN Card • Check Bidder's GST Certificate • Check ITR of company • Check Bidder's Certificate of Incorporation – Domestic Bidder. ➤ Additional Documents : (If applicable against the tender) <ul style="list-style-type: none"> • Joint Ventures Agreements – To cross-check with JV Partners • Consortium Agreements – To cross-check with Consortium Partners • Holding/Parent/Subsidiary/Sister Subsidiary/Co-Subsidiary Company – To check the Share Holding pattern ➤ Technical Criteria <ul style="list-style-type: none"> • To check Experience Proof-Completion Certificates, Reference contact verification, Original Work Order/Contract Copy and any other document(s), if called for vide BEC/BRC of the Tender. ➤ Financial Criteria 			
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	<ul style="list-style-type: none"> • Check and verify Audited Balance Sheet/CA certificate • To check the Line of Credit, if incorporated in the tender. <p>Note: 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.</p>			
12.0	<p><u>COMPLIANCE OF THE COMPETITION ACT, 2002:</u> The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.</p>			