

**OIL INDIA LIMITED**  
**RAJASTHAN FIELD**  
**JODHPUR**

**AMENDMENT No. 8 Dated 03.02.2026**  
**To TENDER No. CJG0198P26 Dated 05-09-2025**

This amendment against Tender No. CJG0198P26 is issued as under to amend the following:

1. Amendments to BEC-BRC, Scope of Work and other clauses of Tender Document are enclosed as **Annexure-AA**.
2. Revised BEC-BRC is enclosed as **Annexure-BB**.
3. The revised BEC-BRC Checklist is enclosed as **Annexure-CC**.
4. The revised Price bid with changes is enclosed.
5. All other terms & Conditions remain unchanged.

The Bid Closing/Technical Bid Opening Date of the Tender is extended as:

Bid Closing Date & Time:	17.02.2026 at 11-00 hrs. (IST)
Technical Bid Opening Date & Time:	17.02.2026 at 15-00 hrs. (IST)

All other terms and conditions of the Bid Document remain unchanged. Details can be viewed at [www.oil-india.com](http://www.oil-india.com).

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1.	2 of 246	<p style="text-align: center;"><b>INR 5,35,52,000.00</b> OR <b>US \$607400.00</b></p>	<p style="text-align: center;"><b>INR 4,55,25,300.00</b> OR <b>US \$ 501,200.00</b></p>						
2.	2 of 246	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%; vertical-align: top;">Bid Security/EMD Validity</td> <td style="width: 5%; text-align: center;">:</td> <td style="padding: 5px;"> <p style="text-align: center;">(Minimum 210 days bid closing date OR up to 29.07.2026)</p> <p><b>Note:</b> In exceptional circumstances, OIL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax). A Bidder may refuse the request. The Bidder granting the request will neither be required nor permitted to modify their bid.</p> </td> </tr> </table>	Bid Security/EMD Validity	:	<p style="text-align: center;">(Minimum 210 days bid closing date OR up to 29.07.2026)</p> <p><b>Note:</b> In exceptional circumstances, OIL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax). A Bidder may refuse the request. The Bidder granting the request will neither be required nor permitted to modify their bid.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%; vertical-align: top;">Bid Security/EMD Validity</td> <td style="width: 5%; text-align: center;">:</td> <td style="padding: 5px;"> <p style="text-align: center;">(Minimum 210 days <b>from</b> bid closing date OR up to 29.07.2026)</p> <p><b>Note:</b> In exceptional circumstances, OIL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax). A Bidder may refuse the request. The Bidder granting the request will neither be required nor permitted to modify their bid.</p> </td> </tr> </table>	Bid Security/EMD Validity	:	<p style="text-align: center;">(Minimum 210 days <b>from</b> bid closing date OR up to 29.07.2026)</p> <p><b>Note:</b> In exceptional circumstances, OIL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax). A Bidder may refuse the request. The Bidder granting the request will neither be required nor permitted to modify their bid.</p>
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Bid Security/EMD Validity	:	<p style="text-align: center;">(Minimum 210 days <b>from</b> bid closing date OR up to 29.07.2026)</p> <p><b>Note:</b> In exceptional circumstances, OIL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax). A Bidder may refuse the request. The Bidder granting the request will neither be required nor permitted to modify their bid.</p>							
3.	33 of 246	<p><b>1.0 TECHNICAL EVALUATION CRITERIA:</b></p> <p><b>1.1</b> The bidder shall be <b>Original Equipment Manufacturer (OEM)</b> of gas sweetening technology using membrane and must have completed at least one "Similar Work" in the <b>last 10 years</b> reckoned from the original bid closing date of tender to oil and gas company. The bidder shall have to submit documentary evidence in support of their completion of similar work as per clause No. 1.7 below.</p> <p>Note to clause 1.1: "Similar Work" means Basic and Detailed Engineering, Procurement, Construction &amp; Commissioning of minimum 0.3 MMSCMD Natural Gas Sweetening Plant for Carbon Dioxide separation <b>having minimum 85% purity</b> using membrane technology and which is in operation for minimum 8000 hours during the last <b>24 months</b>, reckoned from the original bid closing date.</p>	<p><b>1.0 TECHNICAL EVALUATION CRITERIA:</b></p> <p><b>1.1</b> The bidder shall be <b>Original Equipment Manufacturer (OEM)</b> of gas sweetening technology using <b>membrane/APTCC<sup>[Note(ii)]</sup></b> and must have completed at least one "Similar Work" in the last 10 years reckoned from the original bid closing date of tender to oil and gas company. The bidder shall have to submit documentary evidence in support of their completion of similar work as per clause No. 1.7 below.</p> <p><b>Note to clause 1.1:</b></p> <p>(i) "Similar Work" means Basic and Detailed Engineering, Procurement, Construction &amp; Commissioning of minimum 0.3 MMSCMD Natural Gas Sweetening Plant for Carbon Dioxide separation having minimum 85% purity using <b>membrane/ APTCC</b> technology and which is in operation for minimum 8000</p>						

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			<p>hours during the last 24 months, reckoned from the original bid closing date.</p> <p>(ii) Alternate Proven Technology for CO<sub>2</sub> Capture (APTCC) for the purpose of this tender is defined as “Commercially proven and established Carbon Di-Oxide (CO<sub>2</sub>) gas Separation Technology from Natural Gas suitable for continuous and sustained operation in desert condition of ambient temperature range from (-)1 to (+) 55 degree Centigrade, within the upper limits of moisture contents stipulated in the tender for both Natural Gas and CO<sub>2</sub> streams, without requirement of process water, where process chemical or consumable replacement life is minimum 24 months.”</p> <p>(iii) Experience in design and supply by OEM will be treated as equivalent to ‘engineering and procurement’. Construction and Commissioning assistance by OEM will be treated as equivalent to ‘construction &amp; commissioning’.</p>
4.	33 of 246	<p>1.2 If the bidder is bidding based on the experience of membrane technology borrowed from OEM of gas sweetening technology using membrane, then the bidder must satisfy the following criteria:</p> <p>i. <i>The bidder shall submit a valid Memorandum of Understanding (MoU) along with the technical bid clearly mentioning the name of membrane technology. The MoU must be duly signed by each party, and remain valid throughout the bidding period, including extensions, if any. Amongst others, the MoU must include the following undertakings.</i></p>	<p><b>1.2 If the bidder is bidding based on the experience of membrane/ APTCC technology borrowed from OEM</b> of gas sweetening technology using <b>membrane/ APTCC</b>, then the bidder must satisfy the following criteria:</p> <p>i. The bidder shall submit a valid Memorandum of Understanding (MoU) along with the technical bid clearly mentioning the name of <b>membrane/ APTCC</b> technology. The MoU must be duly signed by each party, and remain valid throughout the bidding period, including extensions, if any. Amongst others, the MoU must include the following undertakings.</p>

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5.	34 of 246	<p>ii. The bidder must have experience in completing “Similar Work” with Oil and Gas company in previous 07 (Seven) years to be reckoned from the original bid closing date of this tender as under:</p> <p><b>One Completed “Similar Work”</b> costing not less than the amount equal to <b>Rs. 189.73 Crores or US\$ 21.94 million</b> excluding service tax / GST.</p> <p style="text-align: center;"><b>OR</b></p> <p><b>Two Completed “Similar Work”</b> each costing not less than the amount equal to <b>Rs. 118.59 Crores or US\$ 13.71 million</b> excluding service tax / GST.</p> <p style="text-align: center;"><b>OR</b></p> <p><b>Three Completed “Similar Work”</b> each costing not less than the amount equal to <b>Rs. 94.86 Crores or US\$ 10.97 million</b> excluding service tax / GST.</p> <p><u>Note to clause 1.2 (ii):</u> “Similar Works” means completion of EPC (Engineering, Procurement, and Construction) or LSTK (Lump sum turnkey) works for hydrocarbon processing / production / handling/ storage facilities or process unit in oil and gas industry.</p> <p>iii. In addition to Clause No. 1.2(ii) above, the OEM must have completed at least one “Similar Work” as per clause no. 1.1. The bidder shall have to submit documentary evidence in support of their completion of similar work as per clause No. 1.7 below.</p>	<p>ii. The bidder must have experience in completing “Similar Work” with Oil and Gas company in previous 07 (Seven) years to be reckoned from the original bid closing date of this tender as under:</p> <p><b>One Completed “Similar Work”</b> costing not less than the amount equal to <b>Rs. 161.29 Crores or US\$ 17.76 million</b> excluding service tax / GST.</p> <p style="text-align: center;"><b>OR</b></p> <p><b>Two Completed “Similar Work”</b> each costing not less than the amount equal to <b>Rs. 100.81 Crores or US\$ 11.10 million</b> excluding service tax / GST.</p> <p style="text-align: center;"><b>OR</b></p> <p><b>Three Completed “Similar Work”</b> each costing not less than the amount equal to <b>Rs. 80.64 Crores or US\$ 8.88 million</b> excluding service tax / GST.</p> <p><b>Note to clause 1.2 (ii):</b> “Similar Works” means completion of works involving engineering, procurement and construction for hydrocarbon processing / production / handling/ storage facilities or process unit in oil and gas industry on EPC (Engineering, Procurement, and Construction) or LSTK (Lump sum turnkey) or BOO (Build-Own-Operate) or BOOT (Build-Own-Operate-Transfer) or OBE (Open Book Execution or Cost Plus basis).</p> <p>iii. In addition to Clause No. 1.2(ii) above, the OEM must have completed at least one “Similar Work” as per clause no. 1.1. The bidder shall have to submit documentary evidence in support of their completion of similar work as per clause No. 1.7 below.</p>

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6.	38 of 246	<p><b>1.7 Documents to be submitted in support of Experience criteria as per clause No.1.0 (1.1 to 1.6)</b></p> <p>i. Letter of Award (LoA)/ Letter of Intent (LoI)/Purchase Order (PO) / Work Order (WO) / Contract document showing details of work and terms and conditions.</p> <p>ii. Job Completion Certificate/Work Completion/Experience Certificate issued by Client or any other document from the end user to support their technical qualifications:</p> <ol style="list-style-type: none"> <li>1. Nature of job done and Work order No./Contract No/PO No.</li> <li>2. Date of completion</li> <li>3. Clearly indicating the Supplied Membrane technology</li> <li>4. Certifying continuous commercial operation for at least 8000 hours during last 12 months, reckoned from the original bid closing date</li> <li>5. Value of Work Done [Clause No. 1.2(ii)]</li> </ol>	<p><b>1.7 Documents to be submitted in support of Experience criteria as per clause No.1.0 (1.1 to 1.6)</b></p> <p>i. Letter of Award (LoA)/ Letter of Intent (LoI)/Purchase Order (PO) / Work Order (WO) / Contract document showing details of work and terms and conditions.</p> <p>ii. Job Completion Certificate/Work Completion/Experience Certificate issued by Client or any other document from the end user to support their technical qualifications:</p> <ol style="list-style-type: none"> <li>1. Nature of job done and Work order No./Contract No/PO No.</li> <li>2. Date of completion</li> <li>3. Clearly indicating the Supplied <b>Membrane/ APTCC</b> technology</li> <li>4. Certifying continuous commercial operation for at least 8000 hours during last <b>24 months</b>, reckoned from the original bid closing date</li> <li>5. Value of Work Done [Clause No. 1.2(ii)]</li> </ol>												
7.	39 & 40 of 246	<p><b>3.0 FINANCIAL EVALUATION CRITERIA:</b></p> <table border="1" data-bbox="323 1078 1100 1321"> <thead> <tr> <th>Clause No.</th> <th>Parameter</th> <th>Financial Criteria</th> </tr> </thead> <tbody> <tr> <td>2.1</td> <td>Annual Financial Turnover</td> <td>Annual Financial Turnover of the bidder from operations during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be minimum <b>Rs. 71.15 Crores or US\$ 8.22 million</b> as per the Audited Annual Reports. <b>Note:</b> Annual Financial Turnover of the bidder from operations shall mean: "Aggregate value of the realization of amount made</td> </tr> </tbody> </table>	Clause No.	Parameter	Financial Criteria	2.1	Annual Financial Turnover	Annual Financial Turnover of the bidder from operations during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be minimum <b>Rs. 71.15 Crores or US\$ 8.22 million</b> as per the Audited Annual Reports. <b>Note:</b> Annual Financial Turnover of the bidder from operations shall mean: "Aggregate value of the realization of amount made	<p><b>2.0 FINANCIAL EVALUATION CRITERIA:</b></p> <table border="1" data-bbox="1138 1091 1961 1464"> <thead> <tr> <th>Clause No.</th> <th>Parameter</th> <th>Financial Criteria</th> </tr> </thead> <tbody> <tr> <td>2.1</td> <td>Annual Financial Turnover</td> <td>Annual Financial Turnover of the bidder from operations during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be minimum <b>Rs. 60.48 Crores or US\$ 6.66 million</b> as per the Audited Annual Reports.</td> </tr> </tbody> </table>	Clause No.	Parameter	Financial Criteria	2.1	Annual Financial Turnover	Annual Financial Turnover of the bidder from operations during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be minimum <b>Rs. 60.48 Crores or US\$ 6.66 million</b> as per the Audited Annual Reports.
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		Clause No.	Parameter	Financial Criteria			<p><b>Note:</b> Annual Financial Turnover of the bidder from operations shall mean: “Aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (i.e., bidding entity, as the case may be) during a financial year” as per the Companies Act, 2013 Section 2 (91).</p>
		2.2	Net worth	<p>from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (i.e., bidding entity, as the case may be) during a financial year” as per the Companies Act, 2013 Section 2 (91).</p> <p>Net-worth of the bidder should be minimum <b>Rs. 21.34 Crores or US\$ 2.46 million</b> as per immediate preceding audited financial year result.</p> <p style="text-align: center;">OR</p> <p>"Share capital + Reserves created out of profits and securities Premium — Aggregate value of accumulated losses (excluding revaluation reserves) — deferred expenditure — Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation".</p>	2.2	Net worth	<p>Net-worth of the bidder should be minimum <b>Rs. 18.14 Crores or US\$ 2.00 million</b> as per immediate preceding audited financial year result.</p> <p style="text-align: center;">OR</p> <p>"Share capital + Reserves created out of profits and securities Premium — Aggregate value of accumulated losses (excluding revaluation reserves) — deferred expenditure — Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation".</p>
		2.3	Working Capital	<p>a. The bidder should have minimum working capital equal to <b>Rs. 21.34 Crores or US\$ 2.46 million</b> as per immediate preceding audited financial year result.</p> <p>b. In case the working capital is short, the bidder can supplement the same through line of credit from a scheduled commercial bank having net worth more than 100 Crores or <b>US\$ 11.56 million</b> as per enclosed <b>Proforma-XVIII</b>.</p> <p>c. In the event of award, the contractor shall open a project specific account in a nationalized bank located in the vicinity where the project is executed. The contractor shall deposit an amount equal to 10% of the annualized contract value within 15 days from the date of issue of LOA. All payments against the contract shall be remitted to the project specific account. Any withdrawal from this account shall be only after the first payment against the contract is made by OIL.</p> <p>d. At any point of time the minimum balance after first remittance by OIL against invoice from the contractor shall remain 5% of the annualized contract value.</p> <p>e. In addition to above the bidder should submit a financial resource/cash flow plan for execution of this contract.</p> <p><b>Note:</b> Working Capital shall mean “Current Assets minus Current liabilities” as per latest year’s audited consolidated annual Financial Statements.</p>	2.3	Working Capital	<p>a. The bidder should have minimum working capital equal to <b>Rs. 18.14 Crores or US\$ 2.00 million</b> as per immediate preceding audited financial year result.</p>

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		2.4	Bid Capacity	The bidding capacity of the contractor should be equal to or more than <b>Rs. 142.30 Crores</b> or <b>US\$ 16.46 million</b> . The bidding capacity shall be worked out by the following		<p>b. In case the working capital is short, the bidder can supplement the same through line of credit from a scheduled commercial bank having net worth more than <b>Rs. 100 Crores or US\$ 11.01 million</b> as per enclosed <b>Proforma-XVIII</b>.</p> <p>c. In the event of award, the contractor shall open a project specific account in a nationalized bank located in the vicinity where the project is executed. The contractor shall deposit an amount equal to 10% of the annualized contract value within 15 days from the date of issue of LOA. All payments against the contract shall be remitted to the project specific account. Any withdrawal from this account shall be only after the first payment against the contract is made by OIL.</p> <p>d. At any point of time the minimum balance after first remittance by OIL against invoice from the contractor shall remain 5% of the annualized contract value.</p> <p>e. In addition to above the bidder should submit a financial resource/cash flow plan for execution of this contract.</p>
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			formula: Bidding Capacity = (A x 1.5] - B, where, A = Maximum annual turnover in any one of the preceding three financial years B = Commitments in next twelve months from the date of expiry of the bid validity as per enclosed format <b>Proforma-XIX</b> .			
2.5	Debt Equity Ratio	Debt equity ratio of the bidder should not be more than 2:1. Debt equity ratio shall mean long term borrowings/Net-worth.				

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				<p><b>Note:</b> Working Capital shall mean “Current Assets minus Current liabilities” as per latest year’s audited consolidated annual Financial Statements.</p>
			2.4	<p>Bid Capacity</p> <p>The bidding capacity of the contractor should be equal to or more than <b>Rs. 120.97 Crores or US\$ 13.32 million.</b></p> <p>The bidding capacity shall be worked out by the following formula:</p> <p>Bidding Capacity = (A x 1.5] – B, where,</p> <p>A = Maximum annual turnover in any one of the preceding three financial years</p> <p>B = Commitments in next twelve months from the date of expiry of the bid validity as per enclosed format <b>Proforma-XIX.</b></p>
			2.5	<p>Debt Equity Ratio</p> <p>Debt equity ratio of the bidder should not be more than 2:1. Debt equity ratio shall mean long term borrowings/Net-worth.</p>
8.	90 of 246	<p><b>Abbreviations/ Acronyms:</b></p> <p>Addition to existing list</p>	<p>Addition to existing list</p> <p><b>APTCC: Alternate Proven Technology for CO2 Capture as defined in the BEC/BRC and Special Terms and conditions E.3</b></p>	

Sl. No.	Page no.	Existing Clause	Amended Clause
9.	93 of 246	<p><b>A.3.3 GUARANTEED PROCESS REQUIREMENTS:</b></p> <ol style="list-style-type: none"> <li>i. Nitrogen content shall be less than 6% in the CO<sub>2</sub> stream after treatment.</li> <li>ii. CO<sub>2</sub> purity shall not be less than 90% in the CO<sub>2</sub> stream after treatment.</li> <li>iii. Moisture content shall be less than 93 ppmv in the methane rich stream and should not be more than 600 ppmv in the CO<sub>2</sub> stream.</li> <li>iv. Maximum hydrocarbon loss shall not exceed 2% of the total hydrocarbon content in the volume supplied. Bidder shall ensure that the maximum CO<sub>2</sub> content in the sales gas (permeate stream) does not exceed 5%.</li> <li>v. <b>MEMBRANE LIFECYCLE FOR REPLACEMENT: MINIMUM 24 MONTHS OR 16000 HOURS OF OPERATION</b></li> </ol> <p><u>Note:</u> The bidder shall confirm conformance by submission of filled-up and signed Format Annexure-SCC-VII.</p>	<p><b>A.3.3 GUARANTEED PROCESS REQUIREMENTS:</b></p> <ol style="list-style-type: none"> <li>i. Nitrogen content shall be less than 6% in the CO<sub>2</sub> stream after treatment.</li> <li>ii. CO<sub>2</sub> purity shall not be less than 90% in the CO<sub>2</sub> stream after treatment.</li> <li>iii. Moisture content shall be less than 93 ppmv in the methane rich stream and should not be more than 600 ppmv in the CO<sub>2</sub> stream.</li> <li>iv. Maximum hydrocarbon loss shall not exceed 2% of the total hydrocarbon content in the volume supplied. Bidder shall ensure that the maximum CO<sub>2</sub> content in the sales gas (permeate stream) does not exceed 5%.</li> <li>v. <b>MEMBRANE/ PROCESS CHEMICAL LIFECYCLE FOR REPLACEMENT: MINIMUM 24 MONTHS OR 16000 HOURS OF OPERATION</b></li> </ol> <p><u>Note:</u> The bidder shall confirm conformance by submission of filled-up and signed Format Annexure-SCC-VII.</p>
10.	93 of 246	<p><b>A.4 GENERAL SCOPE OF WORK FOR THE PROJECT (EPC/LSTK)</b></p> <p>Bidder shall be responsible in totality for Basic Design &amp; Engineering, Detail Design &amp; Engineering, manufacturing, supply, inspection, testing, pre-commissioning, commissioning and Performance Guarantee of Gas Sweetening Plant facility using <b>Membrane Technology</b> to process minimum capacity 0.5 MMSCMD natural gas (including ancillaries) &amp; integrating with existing gas processing facility. This separated CO<sub>2</sub> will be utilized for carbon sequestration. The scope shall include but not limited to:</p> <ul style="list-style-type: none"> <li>• Complete Design and Engineering of the package with a proven Membrane based Gas Sweetening Technology</li> </ul>	<p><b>A.4 GENERAL SCOPE OF WORK FOR THE PROJECT (EPC/LSTK)</b></p> <p>Bidder shall be responsible in totality for Basic Design &amp; Engineering, Detail Design &amp; Engineering, manufacturing, supply, inspection, testing, pre-commissioning, commissioning and Performance Guarantee of Gas Sweetening Plant facility using <b>Membrane/ APTCC</b> Technology to process minimum capacity 0.5 MMSCMD natural gas (including ancillaries) &amp; integrating with existing gas processing facility. This separated CO<sub>2</sub> will be utilized for carbon sequestration. The scope shall include but not limited to:</p>

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			<ul style="list-style-type: none"> <li>• Complete Design and Engineering of the package with a proven Membrane/ APTCC based Gas Sweetening Technology</li> </ul>
11.	94 of 246	<p><b>A.5 BROAD SCOPE OF WORK of EPC/ LSTK</b> Bidder /Supplier shall be responsible for, but not limited to, the following scope of works:</p> <p><b>PHASE-I: Design and Engineering of Gas sweetening Package</b></p> <p><b>A.5.1 Basic Design and Engineering Package (BDEP)</b></p> <ul style="list-style-type: none"> <li>• Site Survey and Layout Preparation</li> <li>• Formulation of various project specific design basis covering various engineering disciplines</li> <li>• Selection of proven membrane based Gas Sweetening Technology suitable to achieve required performance parameters</li> </ul>	<p><b>A.5.1 Basic Design and Engineering Package (BDEP)</b></p> <ul style="list-style-type: none"> <li>• Site Survey and Layout Preparation</li> <li>• Formulation of various project specific design basis covering various engineering disciplines</li> <li>• Selection of proven membrane/ APTCC based Gas Sweetening Technology suitable to achieve required performance parameters</li> </ul>
12.	95 of 246	<p><b>Special notes on Design and Engineering</b></p> <p>(i) Bidder shall design for the membrane technology to remove the CO<sub>2</sub> from natural gas feed and to achieve the output parameters as mentioned above.</p>	<p><b>Special notes on Design and Engineering</b></p> <p>(i) Bidder shall design for the membrane/ APTCC technology to remove the CO<sub>2</sub> from natural gas feed and to achieve the output parameters as mentioned above.</p>
13.	96 of 246	<p>vi) Bidder shall carry out the process design with HYSIS/ UNISIM. Bidder shall design the number of membranes to be used to achieve the desired specification for CO<sub>2</sub> as mentioned in the scope. After simulations study, design has to be submitted to OIL within timeframe stipulated elsewhere in the tender document.</p> <p>vii) Technology shall ensure that the feed gas throughput doesn't decrease while achieving excellence in CO<sub>2</sub> removal.</p> <p>viii) Bidder shall carry out sensitivity analysis considering various process parameters and submit it as a part of design document.</p> <p>ix) The material for membrane shall be proven for the service and shall be of high-performance only. Bidder must submit MOC and membrane specifications along with the design. Material selection must be compatible with the gas specification. Bidder shall submit past references (as per PTR format enclosed as Annexure-SCC-III), where offered MOC and Membrane specifications have been successfully used in commercial application.</p> <p>x) Bidder shall ensure emissions are at a minimum level and comply with the statutory norms.</p> <p>xi) The selected technology shall retain maximum hydrocarbon in the permeate stream of (sales) gas.</p> <p>xii) Selected membrane technology shall not show any sensitivity against oxygen.</p>	<p>vi) Bidder shall carry out the process design with HYSIS/ UNISIM. Bidder shall design the number of membranes/ process stages to be used to achieve the desired specification for CO<sub>2</sub> as mentioned in the scope. After simulations study, design has to be submitted to OIL within timeframe stipulated elsewhere in the tender document.</p> <p>vii) Technology shall ensure that the feed gas throughput doesn't decrease while achieving excellence in CO<sub>2</sub> removal.</p> <p>viii) Bidder shall carry out sensitivity analysis considering various process parameters and submit it as a part of design document.</p> <p>ix) The material for membrane/ APTCC shall be proven for the service and shall be of high-performance only. Bidder must submit MOC and membrane/ APTCC specifications along with the design. Material selection must be compatible with the gas specification. Bidder shall submit</p>

Sl. No.	Page no.	Existing Clause	Amended Clause
			<p>past references (as per PTR format enclosed as <b>Annexure-SCC-III</b>), where offered MOC and <b>Membrane/ APTCC</b> specifications have been successfully used in commercial application.</p> <p>x) Bidder shall ensure emissions are at a minimum level and comply with the statutory norms.</p> <p>xi) The selected technology shall retain maximum hydrocarbon in the permeate stream of (sales) gas.</p> <p>xii) Selected <b>membrane/ APTCC</b> technology shall not show any sensitivity against oxygen.</p>
14.	119 of 246	<p><b>B.4.5 Documentation and Reporting</b></p> <ul style="list-style-type: none"> <li>• Daily operation logs, shift handover notes, and monthly performance reports including: <ul style="list-style-type: none"> <li>◦ Gas quantity and quality</li> <li>◦ Membrane replacement</li> <li>◦ Solvent consumption and degradation trends</li> <li>◦ Downtime analysis and RCA of failures</li> <li>◦ Maintenance activities and KPIs</li> </ul> </li> <li>• Annual inspection and shutdown reports, along with statutory check records.</li> </ul>	<p><b>B.4.5 Documentation and Reporting</b></p> <ul style="list-style-type: none"> <li>• Daily operation logs, shift handover notes, and monthly performance reports including: <ul style="list-style-type: none"> <li>◦ Gas quantity and quality</li> <li>◦ <b>Membrane/ Chemical</b> replacement</li> <li>◦ Solvent consumption and degradation trends</li> <li>◦ Downtime analysis and RCA of failures</li> <li>◦ Maintenance activities and KPIs</li> </ul> </li> <li>• Annual inspection and shutdown reports, along with statutory check records.</li> </ul>
15.	129 of 246	<p><b>SECTION: E</b></p> <p><b>Special Terms and Conditions</b></p>	<p><b>Additional clause:</b></p> <p><b>E.3 Definition of Alternate Proven Technology for CO<sub>2</sub> Capture (APTCC)</b></p> <p>Alternate Proven Technology for CO<sub>2</sub> Capture (APTCC) for the purpose of this tender is defined as “Commercially proven and established Carbon Di-Oxide (CO<sub>2</sub>) gas Separation Technology from Natural Gas suitable for continuous and sustained operation in desert condition of ambient temperature range from (-)1 to (+) 55 degree Centigrade, within the upper limits of moisture contents</p>

Sl. No.	Page no.	Existing Clause	Amended Clause
			stipulated in the tender for both Natural Gas and CO <sub>2</sub> streams, without requirement of process water, where process chemical or consumable replacement life is minimum 24 months.”
16.	133 of 246	<p><b>F.8 CRITICAL SPARES FOR UTILIZATION AFTER COMPLETION OF DEFECT LIABILITY PERIOD:</b></p> <ul style="list-style-type: none"> <li>The bidder shall submit a comprehensive list of critical spares along with unit price break-up and quantities being supplied, as detailed in price bid format, required for the successful operation of the plant for One Year after completion of defect liability period.</li> <li>Payment for these items shall be made on an actual usage basis, as and when required. However, any item or component that falls under the scope of the Defect Liability Period (DLP) shall be supplied or replaced by the bidder at their own cost, without any financial liability on OIL. The bidder shall be solely responsible for ensuring timely availability and replacement of such items during the DLP.</li> <li>Further, in the event the bidder fails to quote prices for any essential spares or consumables (not covered under the DLP), and these are subsequently required for plant operation, the bidder shall supply them at no additional cost to OIL, and no claim shall be entertained in this regard.</li> <li>During execution of the O&amp;M of the contract, the contractor shall supply one set of membrane as per the quoted price in the price bid format. The membrane shall be supplied during the last three months in the second year of O&amp;M and the date of manufacturing shall not be older than 6 months from the date of delivery.</li> </ul> <p style="text-align: center;">***</p>	<p><b>F.8 CRITICAL SPARES FOR UTILIZATION AFTER COMPLETION OF DEFECT LIABILITY PERIOD:</b></p> <ul style="list-style-type: none"> <li>The bidder shall submit a comprehensive list of critical spares along with unit price breakup and quantities being supplied, as detailed in price bid format, required for the successful operation of the plant for One Year after completion of defect liability period.</li> <li>Payment for these items shall be made on an actual usage basis, as and when required. However, any item or component that falls under the scope of the Defect Liability Period (DLP) shall be supplied or replaced by the bidder at their own cost, without any financial liability on OIL. The bidder shall be solely responsible for ensuring timely availability and replacement of such items during the DLP.</li> <li>Further, in the event the bidder fails to quote prices for any essential spares or consumables (not covered under the DLP), and these are subsequently required for plant operation, the bidder shall supply them at no additional cost to OIL, and no claim shall be entertained in this regard.</li> <li>During execution of the O&amp;M of the contract, the contractor shall supply <b>one set of membrane/ one lot of process chemicals</b> as per the quoted price in the price bid format. The <b>membrane/ chemical</b> shall be supplied during the last three months in the second year of O&amp;M and the date of manufacturing shall not be older than 6 months from the date of delivery.</li> </ul>
17.	143 of 246	<b>Annexure-SCC-III – PTR</b>	4. <b>Membrane/ APTCC</b> OEM Name (if applicable):

Sl. No.	Page no.	Existing Clause	Amended Clause																
		<p>4. Membrane OEM Name (if applicable):</p> <p>5. Key Process Deliverables Achieved (Performance Guarantee):</p> <ul style="list-style-type: none"> <li>o CO<sub>2</sub> in sales gas ≤ ___% (Guaranteed: ___%)</li> <li>o Hydrocarbon loss ≤ ___% (Guaranteed: ___%)</li> <li>o CO<sub>2</sub> purity ≥ ___% in CO<sub>2</sub> feed stream</li> <li>o Moisture content ≤ ___ ppm in permeate / ≤ ___ ppm in CO<sub>2</sub> stream</li> <li>o Membrane lifecycle before replacement : ___(To be quoted in months)</li> </ul>	<p><b>5. Key Process Deliverables Achieved (Performance Guarantee):</b></p> <ul style="list-style-type: none"> <li>o CO<sub>2</sub> in sales gas ≤ ___% (Guaranteed: ___%)</li> <li>o Hydrocarbon loss ≤ ___% (Guaranteed: ___%)</li> <li>o CO<sub>2</sub> purity ≥ ___% in CO<sub>2</sub> feed stream</li> <li>o Moisture content ≤ ___ ppm in permeate / ≤ ___ ppm in CO<sub>2</sub> stream</li> <li>o Membrane/ Process Chemical lifecycle before replacement : ___(To be quoted in months)</li> </ul>																
18.	156 of 246	<p><b>Annexure-SCC-VII</b></p> <p>(vii) MEMBRANE LIFECYCLE FOR REPLACEMENT: MINIMUM 24 MONTHS OR 16000 HOURS OF OPERATION</p>	<p>(vii) <b>MEMBRANE/ PROCESS CHEMICAL</b> LIFECYCLE FOR REPLACEMENT: MINIMUM 24 MONTHS OR 16000 HOURS OF OPERATION</p>																
19.	Price Bid Format	<p><b>Row no. 40:</b></p> <table border="1"> <thead> <tr> <th>Sl No</th> <th>Spares Description</th> <th>Quantities</th> <th>UOM</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Membrane for GSU unit</td> <td></td> <td>1 Set complete</td> </tr> </tbody> </table>	Sl No	Spares Description	Quantities	UOM	1	Membrane for GSU unit		1 Set complete	<p>Modified as:</p> <table border="1"> <thead> <tr> <th>Sl No</th> <th>Spares Description</th> <th>Quantities</th> <th>UOM</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Membrane/ Process Chemical for GSU unit</td> <td></td> <td>1 Set/ 1 Lot complete</td> </tr> </tbody> </table>	Sl No	Spares Description	Quantities	UOM	1	Membrane/ Process Chemical for GSU unit		1 Set/ 1 Lot complete
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## **BID EVALUATION CRITERIA (BEC)**

### **GENERAL CONFORMITY:**

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 bid will be considered as non-responsive and rejected. All the documents related to BEC must be submitted along with the Techno-Commercial bid. OIL reserves the right to ask for any Original or other relevant document to verify the certification as detailed in the following paragraphs:

### **1.0 TECHNICAL EVALUATION CRITERIA:**

**1.1** The bidder shall be **Original Equipment Manufacturer (OEM)** of gas sweetening technology using **membrane/APTCC**<sup>[Note(iii)]</sup> and must have completed at least one “Similar Work” in the last 10 years reckoned from the original bid closing date of tender to oil and gas company. The bidder shall have to submit documentary evidence in support of their completion of similar work as per clause No. 1.7 below.

#### **Note to clause 1.1:**

- (i) “Similar Work” means Basic and Detailed Engineering, Procurement, Construction & Commissioning of minimum 0.3 MMSCMD Natural Gas Sweetening Plant for Carbon Dioxide separation having minimum 85% purity using **membrane/ APTCC** technology and which is in operation for minimum 8000 hours during the last 24 months, reckoned from the original bid closing date.
- (ii) **Alternate Proven Technology for CO<sub>2</sub> Capture (APTCC) for the purpose of this tender is defined as “Commercially proven and established Carbon Di-Oxide (CO<sub>2</sub>) gas Separation Technology from Natural Gas suitable for continuous and sustained operation in desert condition of ambient temperature range from (-)1 to (+) 55 degree Centigrade, within the upper limits of moisture contents stipulated in the tender for both Natural Gas and CO<sub>2</sub> streams, without requirement of process water, where process chemical or consumable replacement life is minimum 24 months.”**
- (iii) **Experience in design and supply by OEM will be treated as equivalent to ‘engineering and procurement’. Construction and Commissioning assistance by OEM will be treated as equivalent to ‘construction & commissioning’.**

**1.2 If the bidder is bidding based on the experience of **membrane/ APTCC** technology borrowed from OEM** of gas sweetening technology using **membrane/ APTCC**, then the bidder must satisfy the following criteria:

- i. *The bidder shall submit a valid Memorandum of Understanding (MoU)* along with the technical bid clearly mentioning the name of **membrane/ APTCC** technology. The MoU must be duly signed by each party, and remain valid throughout the bidding period, including extensions, if any. Amongst others, the MoU must include the following undertakings.
  - a. A confirmation that, upon award of the contract a legally valid Contract will be executed with the OEM, which shall remain valid for the entire contract period including Operation and Maintenance (O&M) period, including extensions, if any. The contract shall include clear spilt of responsibilities between OEM and bidder, which shall be based on the past experience of the each party.

- b. A commitment that the OEM will provide all necessary technical support, including the deployment of expert manpower, to ensure the successful and timely completion of the work during the contract period including Operation and Maintenance (O&M) period.
  - c. Guaranteeing the supply of items and assurance of their quality in the event of contract award, along with a commitment for supply of all spares and consumables for minimum 10 years.
  - d. A declaration from the OEM confirming its full back-to-back support to the bidder in meeting the technical and performance requirements of the contract pertaining to their responsibility matrix.
  - e. Bidder shall have single point responsibility for complete scope of work of the project including the scope pertaining to OEM.
- ii. The bidder must have experience in completing “Similar Work” with Oil and Gas company in previous 07 (Seven) years to be reckoned from the original bid closing date of this tender as under:

**One Completed “Similar Work”** costing not less than the amount equal to **Rs. 161.29 Crores or US\$ 17.76 million** excluding service tax / GST.

**OR**

**Two Completed “Similar Work”** each costing not less than the amount equal to **Rs. 100.81 Crores or US\$ 11.10 million** excluding service tax / GST.

**OR**

**Three Completed “Similar Work”** each costing not less than the amount equal to **Rs. 80.64 Crores or US\$ 8.88 million** excluding service tax / GST.

**Note to clause 1.2 (ii):** “Similar Works” means completion of works involving engineering, procurement and construction for hydrocarbon processing / production / handling/ storage facilities or process unit in oil and gas industry on EPC (Engineering, Procurement, and Construction) or LSTK (Lump sum turnkey) or BOO (Build-Own-Operate) or BOOT (Build-Own-Operate-Transfer) or OBE (Open Book Execution or Cost Plus basis).

- iii. In addition to Clause No. 1.2(ii) above, the OEM must have completed at least one “Similar Work” as per clause no. 1.1. The bidder shall have to submit documentary evidence in support of their completion of similar work as per clause No. 1.7 below.

### **1.3 Bids submitted on the basis of technical experience of the parent/subsidiary company:**

Offers of those bidders who themselves do not meet the experience criteria as stipulated in clause no. 1.2 above can also be considered provided the bidder is a subsidiary company of the parent company [supporting company, which holds more than fifty percent of the paid-up equity share capital of the bidder] who fulfils the experience criteria. Similarly, bid from parent company can also be considered on the strength of requisite experience of its subsidiary [supporting company, in which the bidder holds more than fifty percent of the paid-up equity share capital]. However, the parent/subsidiary company (as the case may be) of the bidder should on its own meet the experience as stipulated in the BEC and should not rely for meeting the experience criteria on its sister subsidiary/co-subsubsidiary company or through any other arrangement like Technical Collaboration agreement etc.

In case of bidder who is a subsidiary company dependent upon the experience of the parent company or vice-versa with a view to ensure commitment and involvement of the

parent/subsidiary company (Supporting Company) for successful execution of the contract, the participating bidder should enclose a Parent/Subsidiary Agreement (as per format enclosed as Annexure-I) and also a parent/subsidiary Guarantee (as per format enclosed as Annexure-II) to OIL for fulfilling the obligation under the Agreement, along with the technical bid.

**1.4 Bids submitted on the basis of technical experience of sister subsidiary / co-subsidiary company:**

Offers of those primary bidders who themselves do not meet the experience criteria as stipulated in BEC Clause No 1.2 above can also be considered based on the experience criteria of their sister-subsubsidiary / co-subsidiary Company within the ultimate parent / holding Company subject to meeting of the following conditions:

1. Provided that the sister-subsubsidiary / co-subsidiary Company and the bidding company are both wholly owned subsidiaries of an ultimate parent/ holding company either directly or through intermediate wholly owned subsidiaries of the ultimate parent / holding Company or through any other wholly owned subsidiary company within the ultimate / holding parent company. Documentary evidence to this effect is to be submitted by the ultimate parent / holding Company along with the technical bid.
2. Provided that the sister subsidiary / co-subsidiary company on its own meets the experience criteria stipulated in the BEC Clause No. 1.2 above and not through any other arrangement like a Technical Collaboration Agreement.
3. Provided that with a view to ensure commitment and involvement of the ultimate parent/holding company for successful execution of the contract, the participating bidder must submit an agreement, as per format furnished vide Annexure-III, between them and their ultimate parent/holding company, along with the technical bid.

**Note:** In case of Clauses 1.3 OR 1.4 above: In the situations mentioned in Paras No. 1.3 OR 1.4 above, the supporting company shall not be allowed to submit their separate/independent bid against this tender. In such case, all such bids shall be rejected. Also, bids having technical support from the same entity shall be rejected. Further, bidders shall submit/comply the following:

- a) Undertaking by the subsidiary/parent company to provide a Performance Security **(as per format and instructions enclosed vide PROFORMA-Q)**, equivalent to 50% of the value of the Performance Security to be submitted by the bidding company in case the bidding company is the successful bidder.
- b) In cases where subsidiary/parent companies do not have Permanent Establishment in India, the bidder can furnish Performance Security, which is the sum of Performance Security amount to be submitted by the bidder and an additional 50% Performance Security to be submitted by the subsidiary/parent/ sister company. In such case, the bidding company shall furnish an undertaking that their subsidiary/parent/sister company does not have any Permanent Establishment in India in terms of the Income Tax Act of India.
- c) Undertaking from the subsidiary/parent company to the effect that in addition to invoking the performance security submitted by the Contractor, the performance security provided by the subsidiary/parent company shall also be invoked by OIL INDIA LIMITED due to non-performance of the Contractor.
- d) A certificate from the Statutory Auditor of the bidding company to establish the

relationship and equity percentage holding between bidding company and the supporting company. The certificate should be duly concurred/endorsed by the Company Secretary or one of the Directors of the company concerned.

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

### **1.5 Bid from Joint Venture Company:**

In case the bidder is Joint Venture Company (JV), they must be registered in India and incorporated under the Companies Act 2013 and any amendments thereunder. JV agreement along with the share holding pattern should be submitted with technical bid, failing which bid shall be outrightly rejected. They should meet technical experience criteria laid down in BEC Clause No.1.1 above as below:

- i. The JV on its own shall meet the experience criteria as per BEC Clause No.1.1 above.

**OR**

- ii. Any member of the JV having a stake of at least 26% in the JV, on its own shall meet experience requirement as per BEC Clause No.1.1 above.

### **Note:**

- (a) In case of (ii) above, an undertaking from the Joint Venture partner, based on whose experience the JV seek qualification, shall be submitted with the techno commercial bid stating that they shall maintain minimum 26% shareholding in the JV till the completion of the contract failing which bid shall be outrightly rejected. Similarly, under such a situation the contract shall be liable for termination, if already awarded.
- (b) Experience of the JV or its member (as the case may be) relying on the experience of its supporting company/ subsidiary/co-subsiidiary/sister subsidiary/parent/ holding/affiliating/associate company or through any other arrangement like technical collaborator for meeting the technical criteria shall not be considered for evaluation.
- (c) **Constitution of Joint Venture:** The members of the JV should not be more than three. If after submission of bid, a JV leader effects any alterations/changes in the constitution or replacement or inclusion or expulsion of any partner(s)/member(s) of the Joint Venture which had originally submitted the bid, the bid of such a JV shall be liable for rejection. Similarly, under such a situation the contract shall be liable for termination, if already awarded.
- (d) Members of the JV are not allowed to quote separately/independently or through any other arrangement like part of any other JV/Consortium or Subsidiary company/Parent company/co subsidiary company 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.
- (e) **Indian companies / Joint Venture companies (Incorporated JV):** Indian bidders whose proposal for Joint Venture involves foreign equity participation or payment of royalty and / or lump sum for technical knowhow and wherever Govt. approval is necessary, are required to submit their application submitted to SIA/RBI along with the bid and copy of Govt. approval prior to the date of price bid opening. Confirmation to this effect and declaration on the same to be provided as part of their technical offer.

### 1.6 Bid from Consortium of Companies:

In view of the complexity of the nature of work involved as covered by the bidding documents, it is anticipated that some of the intending bidders may pool their resources and experiences to form Consortia. **However, consortium can only be formed with sister subsidiary/co-subsidary companies having the same parent/holding company or within the same ultimate parent/holding company.**

- (a) The Leader of the Consortium should themselves meet the minimum experience requirement as per BEC Clause 1.1 above. For proof of requisite experience against BEC Clauses 1.1, the Leader of the Consortium shall submit relevant documents in line with BEC clauses 1.1 above.
- (b) The Leader of the Consortium must submit Bid on behalf of the Consortium of bidders. A Memorandum of Understanding (MOU) between the Consortium members duly executed by the CEO/Authorised person and certified by the competent authority of the respective organisation of the consortium members and notarised must accompany the Bid, which should clearly define the role/scope of work of each partner/member and should clearly define the Leader of the Consortium. A Memorandum of Understanding (MOU) must also state that all the members of the 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.
- (c) 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.
- (d) The bid Security shall be in the name of the Leader of the Consortium on behalf of the Consortium with specific reference to the consortium bid and name & address of consortium members. Similarly, the Performance Security shall be in the name of the Leader on behalf of the Consortium.
- (e) The Leader of the Consortium, on behalf of the Consortium, shall coordinate with OIL during the evaluation of offers, as well as during the execution of works, in the event the Contract is awarded, and he shall also be responsible for resolving the dispute/ misunderstanding/ undefined activities, if any, amongst all the Consortium members.
- (f) Any correspondence exchanged with the leader of the consortium shall be binding on all the consortium/joint venture members.
- (g) Payment shall be made by OIL only to the leader of the consortium towards fulfilment of contract obligations.
- (h) In case of consortium bids, the bid shall be signed/digitally signed in line with tender stipulation 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 along with the bid/offer failing which the bid will be outrightly rejected.
- (i) 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.

- (j) **Constitution of Consortium:** The members of the consortium should not be more than 03 (Three). If during evaluation of bid, a consortium leader effects 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. Similarly, under such a situation the contract shall be liable for termination, if already awarded.
- (k) **Signing of Contract:** In the event of award of contract to the consortium, the contract to be signed by all the members of the consortium and the liability of each one of them shall be jointly and severally.
- (l) Members of the consortium are not allowed to quote separately/ independently/ or through any other arrangement like part of any other JV/Consortium 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.
- (m) Certified copies (attested by Director/Company Secretary) of Board resolutions passed by respective Board of Directors of the companies (Consortium leader and members) agreeing to entering into such consortium with each other for submission of bid for the NIT and authorizing designated executives of each company to sign in the MOU to be provided along with the technical bid.
- (n) 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.

**1.7 Documents to be submitted in support of Experience criteria as per clause No.1.0 (1.1 to 1.6)**

- i. Letter of Award (LoA)/ Letter of Intent (LoI)/Purchase Order (PO) / Work Order (WO) / Contract document showing details of work and terms and conditions.
- ii. Job Completion Certificate/Work Completion/Experience Certificate issued by Client or any other document from the end user to support their technical qualifications:
  1. Nature of job done and Work order No./Contract No/PO No.
  2. Date of completion
  3. Clearly indicating the Supplied **Membrane/ APTCC** technology
  4. Certifying continuous commercial operation for at least 8000 hours during last **24 months**, reckoned from the original bid closing date
  5. Value of Work Done [Clause No. 1.2(ii)]
- iii. The Company Profile and details of the contracting entity must be provided to establish that the services have been rendered to Oil and Gas companies or service providers to an Oil and Gas company. To substantiate this, the bidder may either submit the company profile directly to OIL or provide relevant documents to the Third-Party Inspection (TPI) agency for verification. The TPI agency may then submit an undertaking confirming the same.
- iv. **'Annexure-SCC-III'** shall be submitted as a part of Technical Bid. OIL may verify PTR credentials with the owner organization.

**'Annexure SCC-VII'** shall be submitted as a part of Technical Bid with '(viii) Guaranteed Power Consumption (applicable for Loading & Penalty Criteria, section F.7 in SCC): \_\_\_\_\_ KiloWatt' as QUOTED.

**'Annexure SCC-VII'** shall be submitted again as a part of Price Bid with correct filling of '(viii) Guaranteed Power Consumption (applicable for Loading & Penalty Criteria, section F.7 in SCC): \_\_\_\_\_ KiloWatt'. Power consumption being a part of price evaluation process, bidder shall ensure correct filling of this document along with price bid. The quoted power consumption figure shall be extrapolated by OIL from the power consumption figure submitted in the **'Annexure-SCC-III'** PTR format for the bid evaluation purpose and should be commensurate with the PTR reference. If quoted power consumption figure in **'Annexure SCC-VII'** is calculated to be **less than 20%** of proportionate.

power consumption figure submitted in PTR format **'Annexure-SCC-III'**, the **bid shall be liable for rejection even after price bid open opening** and shall not be considered for further price evaluation and ranking process.

**Note:**

- i) Only Letter of Intent (LOI)/Letter of Award (LOA) or Work Order(s) shall not be accepted as evidence i.e. mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of value/volume, as stipulated respectively under Clause Nos. 1.0 will only be treated as acceptable experience.
- ii) The Contract, for which the above experience is claimed, should have been satisfactorily completed and handed over / commissioned prior to the original date of bid closing.
- iii) Experience of executing 'SIMILAR WORK' through 'sub-contracting' shall not be considered for evaluation.
- iv) Bidders are required to ensure that the value of the completed job indicated by them is exclusive of Service tax / GST. Accordingly, the completion certificate submitted by the bidder shall separately indicate the service tax / GST amount included in the value of completed job.
- v) In case Service Tax / GST amount component is not specified in the submitted completion certificate, then the bidder shall have to furnish a confirmation from the end user/client/Chartered Accountant possessing valid UDIN number, certifying the value of work executed by the bidder (excluding service tax / GST).
- vi) Contract executed by a bidder for its own plant/ project cannot be considered as experience for the purpose of meeting BEC of this Tender Document. However, jobs executed for Subsidiary/Fellow subsidiary / Holding company will be considered as experience for the purpose of meeting BEC subject to submission documents specified to meet BEC.
- vii) No change in OEM after the submission of bid is allowed. The bid shall be rejected in case of any change of the proposed OEM after submission of the bid.

**2.0 FINANCIAL EVALUATION CRITERIA:**

Clause No.	Parameter	Financial Criteria
2.1	Annual Financial Turnover	<p>Annual Financial Turnover of the bidder from operations during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be minimum <b>Rs. 60.48 Crores or US\$ 6.66 million</b> as per the Audited Annual Reports.</p> <p><b>Note:</b> Annual Financial Turnover of the bidder from operations shall mean: "Aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (i.e., bidding entity, as the case may be) during a financial year" as per the Companies Act, 2013 Section 2 (91).</p>
2.2	Net worth	<p>Net-worth of the bidder should be minimum <b>Rs. 18.14 Crores or US\$ 2.00 million</b> as per immediate preceding audited financial year result.</p> <p style="text-align: center;">OR</p> <p>"Share capital + Reserves created out of profits and securities Premium — Aggregate value of accumulated losses (excluding revaluation reserves) — deferred expenditure — Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation".</p>
2.3	Working Capital	<p>a. The bidder should have minimum working capital equal to <b>Rs. 18.14 Crores or US\$ 2.00 million</b> as per immediate preceding audited financial year result.</p> <p>b. In case the working capital is short, the bidder can supplement the same through line of credit from a scheduled commercial bank having net worth more <b>than Rs. 100 Crores or US\$ 11.01 million</b> as per enclosed <b>Proforma-XVIII</b>.</p> <p>c. In the event of award, the contractor shall open a project specific account in a nationalized bank located in the vicinity where the project is executed. The contractor shall deposit an amount equal to 10% of the annualized contract value within 15 days from the date of issue of LOA. All payments against the contract shall be remitted to the project specific account. Any withdrawal from this account shall be only after the first payment against the contract is made by OIL.</p> <p>d. At any point of time the minimum balance after first remittance by OIL against invoice from the contractor shall remain 5% of the annualized contract value.</p> <p>e. In addition to above the bidder should submit a financial resource/cash flow plan for execution of this contract.</p> <p><b>Note:</b> Working Capital shall mean "Current Assets minus Current liabilities" as per latest year's audited consolidated annual Financial Statements.</p>
2.4	Bid Capacity	<p>The bidding capacity of the contractor should be equal to or more than <b>Rs. 120.97 Crores or US\$ 13.32 million</b>.</p> <p>The bidding capacity shall be worked out by the following formula:</p>

Clause No.	Parameter	Financial Criteria
		Bidding Capacity = $(A \times 1.5) - B$ , where, A = Maximum annual turnover in any one of the preceding three financial years B = Commitments in next twelve months from the date of expiry of the bid validity as per enclosed format <b>Proforma-XIX</b> .
2.5	Debt Equity Ratio	Debt equity ratio of the bidder should not be more than 2:1. Debt equity ratio shall mean long term borrowings/Net-worth.

2.6 If the bidder is an Incorporated Joint Venture (JV) Company and does not meet Financial Criteria (BEC Clause Nos. 2.1,2.2,2.3,2.4 & 2.5 above) by itself, it can submit the bid based on the financial strength of its JV member having more than 50% stake in the JV Company, and the following needs to be complied/submitted:

- (i) The JV member having more than 50% stake in the JV should meet the Financial Evaluation Criteria stipulated in Clause Nos. 2.1,2.2,2.3,2.4 & 2.5 above.
- (ii) An undertaking from the Joint Venture partner, based on whose financial strength the JV seek financial qualification, shall be submitted with the techno commercial bid stating that they shall maintain more than 50% shareholding in the JV till execution of the contract is accomplished.
- (iii) A certificate from the statutory Auditor of the JV company on the shareholding pattern of the JV.

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

2.7 In case the bidder is subsidiary company (should be a wholly owned subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits his bid based on the strength of his parent/ultimate parent/holding company, then following documents need to be submitted.

- i. The parent / ultimate parent / holding company (supporting company) should meet the Financial Evaluation Criteria stipulated in Clause Nos. 2.1, 2.2, 2.3, 2.4 and 2.5 above.
- ii. Corporate Guarantee (as per Attachment-IV) on parent/ultimate parent/holding company's company letter head signed by an authorised official undertaking that they would financially support their wholly owned subsidiary company for executing the project/job in case the same is awarded to them.

Document of subsidiary company towards wholly owned subsidiary of the parent/ultimate parent/holding company.

**2.8 In case, the Bidder is a consortium of companies,**

**(a) Annual Financial Turnover from Operation:**

Any one of the Consortium members should meet the Annual Financial Turnover Criteria (BEC Clause 2.1).

AND

Each of the other members of the Consortium should meet 50% of the Annual Financial Turnover Criteria (BEC Clause 2.1).

- (b) **Net Worth:** Each of the consortium partners should meet the Net Worth Criteria (BEC Clause 2.2).
- (c) **The working capital** requirement should be met collectively by all the consortium members as per BEC Clause 2.3 above.
- (d) **Bidding Capacity** Consortium partners collectively should have the bidding capacity as per BEC Clause 2.4 above.
- (e) **Debt equity ratio** of each of the consortium partners should not be more than 2:1.

2.9 For proof of Annual Turnover, Net worth, Working Capital & Debt-Equity Ratio, 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 the format prescribed in **Proforma-XVII**.

**Note:**

- a) Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. 1st February 2019 by Chartered Accountant in Practice.
- b) In case the Audited Balance sheet and Profit Loss Account submitted along with the Bid are in currencies other than INR, the Bidder shall have to convert the figures in equivalent INR considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA Certificate is to be submitted by the Bidder regarding converted figures in equivalent INR. Otherwise, the Audited Balance Sheet and Profit & Loss Account shall be evaluated by considering the BC selling rate declared by the State Bank of India (on the date on which the Audited Balance Sheet and Profit & Loss Account are signed) for conversion to INR.

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

**3 COMMERCIAL EVALUATION CRITERIA:**

3.1 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 RFx Response" Tab and Priced Bid as per Proforma-A 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.

- 3.2 The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non-responsive and rejected.
- 3.3 Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach OIL's office at Jodhpur (Rajasthan Field Office) before bid closing date & time. A scanned copy of the bid security shall however be uploaded in OIL's e-procurement portal along with the Technical Bid. The amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. Bid without proper & valid Bid Security shall be rejected.
- 3.4 **Integrity Pact:** The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed Annexure-A1 of the tender document. This Integrity Pact Proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.
- 3.5 Bids submitted after the Bid Closing Date and Time will be rejected.
- 3.6 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 3.7 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.
- 3.8 Bids shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorized representative.
- 3.9 Any Bid containing false statement will be rejected.
- 3.10 Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the persons(s) signing (digitally) the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.
- 3.11 The Bids and all uploaded documents must be digitally signed using "Class 3" digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India [except copies of the documents required in physical form] should invariably be submitted in the 'Technical Attachment Tab' through OIL's e-bidding portal, before the scheduled date and time for the tender closing. All the documents uploaded shall be digitally signed by the authorized signatory of the bidder. However, the original bid security should necessarily be submitted in physical form, in a sealed envelope.

- 3.12 The bidder shall submit an undertaking/declaration as per Proforma- XXI confirming that they have read and understood OIL's Banning Policy and that neither they nor any of their allied concerns or partners or associates or directors, or proprietors involved in any capacity, are currently on OIL's Holiday/Banning List. Further, the bidder shall confirm that neither they nor any of their aforementioned entities have, during the last three years, been involved in any transgression with any company conforming to the Transparency International (TI) approach or with any Public Sector Enterprise of India that could justify exclusion from the tender process. The bidder shall also disclose details of all such allied entities, if any, as required under the Banning Policy.
- 3.13 COMPLIANCE OF THE COMPETITION ACT, 2002: The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.
- 3.14 Bidders should submit an Undertaking that their bid is compliant to Order No. F. 7/10/2021-PPD (1) dated 23.02.2023 issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India (including subsequent amendments thereto, if any), regarding restrictions on procurement from a bidder of a country which shares land border with India.
- 3.15 In this regard, bidders must submit duly sealed & signed undertaking as per format provided vide Exhibit-I, Exhibit-II, Exhibit-III and Exhibit-IV along with the technical bid.
- 3.16 **FURNISHING FRAUDULENT INFORMATION/DOCUMENT**  
Bidders should note that Company (OIL) may verify authenticity of all the documents /certificates / information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract execution etc., if it is established that bidder has submitted forged documents / certificates/ information towards fulfilment of any of the tender / contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel/ terminate the contract besides taking action as per OIL's Banning Policy available in the OIL's website. Accordingly, service provider/vendor to submit the Undertaking of authenticity of information/documents submitted as per **Proforma-IX**.
- 3.17 Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:
- i. Firm price
  - ii. EMD/Bid Security/Bid Bond
  - iii. Period of validity of Bid
  - iv. Price Schedule
  - v. Performance Bank Guarantee / Security deposit
  - vi. Delivery / Completion Schedule
  - vii. Scope of work
  - viii. Guarantee of material / work
  - ix. Liquidated Damages clause
  - x. Tax liabilities
  - xi. Arbitration / Resolution of Dispute Clause
  - xii. Force Majeure
  - xiii. Applicable Laws
  - xiv. Specifications
  - xv. Mobilisation

xvi. Integrity Pact

#### **4.0 PRICE EVALUATION CRITERIA:**

- 4.1 Price bids of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive shall be considered for evaluation. A substantially responsive bid is one that meets the terms and conditions of the Tender and/or the acceptance of which bid will not result in indeterminate liability on OIL.
- 4.2 The bidders must quote their charges/rates in the manner as called in the price schedule format vide enclosed Proforma-B.
- 4.3 Bidders are required to quote for all the items as per Price Bid Format, otherwise the offer of the bidder will be straightway rejected.
- 4.4 For evaluation purposes, quoted unit rates against each Line Item of the price bidding format shall be considered only up to two (2) decimal places without rounding off for evaluation.
- 4.5 The bidders are advised not to offer any discount / rebate separately and to offer their prices in the Price Bid Format after considering discount / rebate, if any.
- 4.6 Conditional and unsolicited discounts will not be considered in the evaluation. However, if such a bidder happens to be the lowest recommended bidder, an unsolicited discount without any condition will be considered for computing the contract price.
- 4.7 Arithmetical errors, if any, in the price bids will be rectified on the following basis.  
“If there is a discrepancy between the Unit Rate and Total Amount (that is obtained by multiplying Unit Rate with Quantity), the unit rate shall prevail and the total amount shall be corrected accordingly. Similarly, if there is a discrepancy between words and figures, the amount quoted in words will prevail. If there is discrepancy between the percentage terms and calculated amount, the amount will be rectified by re-calculating the amount as per the percentage terms. Any bidder who does not accept the said correction procedure, their bid will be rejected.”
- 4.8 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.
- 4.9 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.
- 4.10 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.

- 4.11 If the bidders quote NIL charges/consideration in the Price Bid Format, the bid shall be treated as unresponsive and will not be considered.
- 4.12 The quantities shown against each item in the “Price Bid Format” are tentative quantities and 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 shall be paid on the basis of actual quantum of jobs carried out during job execution. However, execution of jobs in excess of the quantity mentioned herein requires Company’s prior approval.
- 4.13 Service is not splittable. Based on the evaluation of techno-commercially qualified bidders, the entire scope of service will be awarded to one bidder.
- 4.14 In case of identical overall lowest offered rate by more than 1 (one) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price.

**5 GENERAL:**

- 5.1 In case bidder takes exception to any clause of bidding document not covered under BEC-BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BEC-BRC.
- 5.2 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC-BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be evaluated based on the original submission. However, mere submission of such clarification shall not make the offer responsive, unless Company is satisfied with the substantial responsiveness of the offer.
- 5.3 If any of the clauses in the BEC-BRC contradict with other clauses of bidding document elsewhere, the clauses in the BEC-BRC shall prevail.
- 5.4 Bidder(s) must note that requisite information(s) / financial values etc. as required in the BEC-BRC & Tender must be clearly understandable from the supporting documents submitted by the Bidder(s); otherwise, Bids shall be rejected.
- 5.5 OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.
- 5.6 The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.
- 5.7 Any exception or deviation to the Tender requirements must be tabulated in “**Statement of Compliance**” (**Proforma-II**) by the bidder in their Technical Bid only. Any additional information, terms or conditions included in the Commercial (Priced) Bid will not be considered by OIL for evaluation of the Tender.

**5.8 PURCHASE PREFERENCE CLAUSE:**

5.8.1 **MSE Policy:** Not applicable.

5.8.2 **Make in India (MII) Policy:**

Purchase preference under Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India and as amended time to time with modifications as notified vide MoPNG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022 (including subsequent amendments thereof, if any) shall be applicable for this Tender. Bidders are advised to check the provisions of the said notifications for their eligibility to bid and seek benefits for Purchase preference, accordingly. The margin of purchase preference shall be 20%.

6.0 **AWARD OF CONTRACT:** The contract for hiring of the tendered services shall be awarded as below:

- a. **L-1 Bidder is class I PPLC bidder:** In case if the L1 bidder is a Class I PPLC bidder, the contract shall be awarded to the L1 Class I PPLC bidder.
- b. **L-1 Bidder is other than class I PPLC bidder:** In case if the L1 bidder is not a Class I PPLC bidder, then preference shall be given to the lowest eligible Class I PPLC bidder falling within the price band of L1+20%. If such Class I PPLC bidder agrees to match the price of L1 bidder, then the contract shall be awarded to them, else offer shall be given to the next higher Class I PPLC bidder within price band of L1+20% and so on. In case none of the Class I PPLC bidder within price band of L1+20% accept the L1 price, then the contract shall be awarded to L1 bidder.

7.0 **CERTIFICATION OF DOCUMENTS BY INDEPENDENT THIRD-PARTY INSPECTION AGENCIES (TPIA):**

7.1 Oil India Limited (OIL) has engaged the following 17 (Seventeen) Independent Inspection Agencies for a period of 04 (Four) years up to 06.06.2028 to verify and certify various documents submitted by the bidders required against BEC/BRC of the tender:

Sl. No.	Name of Independent Inspection Agency	Contact E-mail ID
i.	M/s. Dr. Amin Controllers Pvt. Ltd.	a. <a href="mailto:rkjain@rcaindia.net">rkjain@rcaindia.net</a> b. <a href="mailto:Pradeep.mathur@rcaindia.net">Pradeep.mathur@rcaindia.net</a> c. <a href="mailto:info@rcaindia.net">info@rcaindia.net</a>
ii.	M/s. TUV India Private Limited	a. <a href="mailto:noida@tuv-nord.com">noida@tuv-nord.com</a> b. <a href="mailto:mumbai@tuv-nord.com">mumbai@tuv-nord.com</a> c. <a href="mailto:salim@tuv-nord.com">salim@tuv-nord.com</a>

Sl. No.	Name of Independent Inspection Agency	Contact E-mail ID
iii.	M/s Conformity India International Private Limited	a. <a href="mailto:mktg@ciindia.in">mktg@ciindia.in</a>
iv.	M/s Ravi Energic Private Limited	a. <a href="mailto:baroda@ravienergic.com">baroda@ravienergic.com</a> b. <a href="mailto:tpia@ravienergic.com">tpia@ravienergic.com</a>
v.	M/s SGS India Private Limited	a. <a href="mailto:dhaval.vora@sgs.com">dhaval.vora@sgs.com</a> b. <a href="mailto:sgs.india@sgs.com">sgs.india@sgs.com</a>
vi.	M/s Assure Quality Management Certification Services Private Limited	a. <a href="mailto:aqmcs@aqmcs.com">aqmcs@aqmcs.com</a>
vii.	M/s. IRCLASS Systems and Solutions Private Limited	a. <a href="mailto:industrial_services@irclass.org">industrial_services@irclass.org</a> b. <a href="mailto:Bhavesh.satam@irclass.org">Bhavesh.satam@irclass.org</a>
viii.	M/s. TÜV Rheinland (India) Pvt. Ltd.	a. <a href="mailto:Shailesh.deotale@ind.tuv.com">Shailesh.deotale@ind.tuv.com</a> b. <a href="mailto:Kaushal.gohil@ind.tuv.com">Kaushal.gohil@ind.tuv.com</a> c. <a href="mailto:info@ind.tuv.com">info@ind.tuv.com</a> d. <a href="mailto:ravi.kumar@ind.tuv.com">ravi.kumar@ind.tuv.com</a>
ix.	M/s Gulf Lloyd Industrial Services (I) Pvt. Ltd.	a. <a href="mailto:contact@gulflloyds.com">contact@gulflloyds.com</a> b. <a href="mailto:inspection@gulflloyds.com">inspection@gulflloyds.com</a>
x.	M/s Baltic Testing India Pvt. Ltd.	a. <a href="mailto:office@balticcontrolindia.com">office@balticcontrolindia.com</a>
xi.	M/s Sanmarg Engineering Validation & Assessment	a. <a href="mailto:Amitra@sanmargeva.com">Amitra@sanmargeva.com</a>
xii.	M/s Meenar Global Consultants LLP	a. <a href="mailto:sales@mgellp.in">sales@mgellp.in</a>
xiii.	M/s Rites Limited	a. <a href="mailto:nrinspn@rites.com">nrinspn@rites.com</a> b. <a href="mailto:info@rites.com">info@rites.com</a> c. <a href="mailto:sbu.ninsp@rites.com">sbu.ninsp@rites.com</a>
xiv.	M/s Bureau Veritas (India) Private Limited	a. <a href="mailto:bvindia.corporate@bureauveritas.com">bvindia.corporate@bureauveritas.com</a>
xv.	M/s TUV SUD South Asia Private Limited	a. <a href="mailto:Hemant.chavan@tuvsud.com">Hemant.chavan@tuvsud.com</a> b. <a href="mailto:Jayashree.rane@tuvsud.com">Jayashree.rane@tuvsud.com</a>
xvi.	M/s Adornment Engineers India Private Limited	a. <a href="mailto:jks@adornmentengineers.com">jks@adornmentengineers.com</a>

Sl. No.	Name of Independent Inspection Agency	Contact E-mail ID
xvii.	M/s TCRC Inspections Pvt. Ltd.	a. <a href="mailto:admin@tereinspections.com">admin@tereinspections.com</a> b. <a href="mailto:ashismallick@teregroup.com">ashismallick@teregroup.com</a> c. <a href="mailto:tenders@teregroup.com">tenders@teregroup.com</a>

- 7.2 Bidders are required to have their documents, as mandated under the Bid Evaluation Criteria (BEC) / Bid Rejection Criteria (BRC) of the tender, verified and certified by any one of the empanelled Independent Third-Party Inspection Agencies listed above. The Inspection Certificate, duly issued by the selected agency, must be submitted along with the Technical Bid. All costs related to verification and certification by the Third-Party Inspection Agencies shall be borne solely by the respective bidders. Payments in this regard shall be made directly by the bidders to the Inspection Agencies. OIL shall not be held responsible for any payment-related dispute between the bidders and the inspection agencies.
- 7.3 The verified and certified documents must be submitted along with the Technical Bid. Any bid submitted with un-verified supporting documents shall not be considered. However, in case a bidder submits its bid along with all relevant supporting documents as per BEC/BRC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered, provided it is accompanied by an **Undertaking by the Bidder on their official letterhead towards submission of the duly verified and certified copies/ Inspection Certificate within 07 (Seven) days from the actual date of bid opening**. No reminders or clarifications will be issued by the Company in this regard, and failure to submit the verified/ certified documents within the stipulated time shall result in outright rejection of the bid , at the sole risk and responsibility of the bidder.
- 7.4 The methodology of verification/certification of documents followed by the agencies is broadly as under, but not limited to:
- (a) It is the sole responsibility of the bidders intending to participate in the tender to thoroughly understand the requirements of the tender, particularly the documents required under BEC/BRC. The bidders must present all relevant documents to any of the empanelled third-party certifying agencies for verification/certification. Neither OIL nor the Inspection Agencies shall be responsible for the selection or appropriateness of the documents submitted for verification. It is entirely the bidder's responsibility to ensure that the appropriate documents are verified/certified in support of BEC/BRC compliance.
  - (b) The concerned Independent Third-Party Inspection Agencies 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/Certification of documents by OIL's empanelled third-party inspection agencies shall not automatically make the bidder techno-commercially-acceptable or eligible for award of contract.
  - (c) Verification/Certification of documents are normally categorized as under:

**i General Requirement:**

- Check Bidder's PAN Card
  - Check Bidder's GST Certificate
  - Check Bidder's Certificate of Incorporation
  - Power of Attorney
- ii Additional Documents: (If applicable against the tender)**
- Bidders general structure and organization
  - 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, Corporate Guarantee etc.
- iii Technical Criteria**
- To check Experience Proof- Completion Certificates, Reference contact verification, Original Work Order/Contract Copy and any other document(s), if called for vide BEC/BRC of the Tender.
  - Health, Safety and Environmental Management Policy
- iv Financial Criteria**
- Line of credit, if incorporated in the tender.

**Notes:**

- (i) Bidder's self-declared undertakings, Audited Balance Sheet & Profit-loss statement and/or CA certificate having UDIN are not required to be verified by the TPI agency. If any documents, LOI/LOA/Contracts, etc., submitted towards BEC/BRC experience criteria are issued by Oil India Limited, such documents need not be verified by TPI agency.
- (ii) Undertaking from TPI Agency as per format (Proforma-XVI) enclosed should be submitted along with the Bid.
- (iii) **In case of clarifications sought by OIL against BEC/BRC, supporting documents (historical in nature) to those submitted in the original bid will also have to be verified from the same TPI agency which has originally verified their bid documents. OIL shall categorically mention the documents that are to be submitted with TPI verification in the clarification sought. In case the bidder fails to submit the TPI verified documents, as sought by OIL, as part of their clarification, their offer will be liable for rejection.**

**8.0 PAST PERFORMANCE:**

Notwithstanding anything stated above, the Company reserves the right to assess the Bidders' capability and capacity to perform, should the circumstances warrant such an assessment of past performance in the overall interest of the Company. For the purpose, past performance of the bidder in the preceding **05 years** from the original Bid Closing Date (BCD) with respect to its quality of goods supplied and/or services rendered, financial capability, its market reputation shall be considered for assessment. Bidders having unsatisfactory past performance in OIL shall be disqualified from the bidding.

**Note:** Termination of contract on account of unsatisfactory performance **OR** supply of sub-standard/defective materials **OR** sub-standard execution of works/services **OR** financial stress during project execution affecting progress of the project, etc. shall indicate unsatisfactory past performance. It may be noted that above list is only illustrative and not exhaustive.

Bidder to submit undertaking cum Declaration duly notarized along with the Bid as per **Proforma-XXIV**.

9.0 **SUBMISSION OF CHECKLIST:** Bidder must submit the duly filled Commercial checklist as per **Proforma-XI**, other proformas and relevant techno-commercial documents as outlined in the tender document along with unpriced technocommercial bid. Failure to submit duly filled up any of the above-mentioned documents within the stipulated deadline will render the bid liable for rejection and will not be considered for further evaluation.

#### 10.0 **Customs Duty:**

In terms of Sl. No. 404 of the Customs Notification No.50/2017-Cus dated 30.06.2017, imports of the items specified in List 33 of the Notification are subject to levy of concessional rate of customs duty subject to conditions specified therein (Condition No. 48). However, Condition No. 48 along with List-33 of the said notification has been amended vide Customs Notification No. 02/2022-Customs dated 01.02.2022.

Bidders shall take note of the prevailing customs notifications including the latest amendments vide gazette Notification No. 02/2022-Customs dated 01.02.2022 and 40/2022 dated 13.07.2022 while quoting their prices. Bidder should consider concessional Customs Duty only for those items appearing in List-33 therein. Items of their import other than those appearing in List-33 of the said gazette notification shall be considered as duty payable on merit basis in their respective bid. OIL shall issue the requisite undertaking/certificate on request from Contractor for availing concessional rate of customs duty only against the items explicitly covered under List-33 of Customs Notification No. 02/2022-Customs dated 01.02.2022 or against any other item(s) subsequently declared by the competent authority during the tenure of the contract to be duty exempted/concessional. However, in the event of refusal/denial by Customs Authority to accord exemption/concession of Customs Duty against import of items which are explicitly covered under List-33 of Notification No. 02/2022-Customs dated 01.02.2022, such applicable customs duty shall be reimbursed at actual by OIL to the Contractor on submission of documentary evidence.

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

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

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Clause No.	Clause	Confirmation / Compliance	Reference in terms of Page no., Annexure etc. of bidder's offer
	<p><b>General Conformity:</b> 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 bid will be considered as non-responsive and rejected. All the documents related to BEC must be submitted along with the Techno-Commercial bid. OIL reserves the right to ask for any Original or other relevant document to verify the certification as detailed in the following paragraphs:</p>	<p>Yes No</p>	
1.0	<p><b><u>TECHNICAL EVALUATION CRITERIA:</u></b></p>		
1.1	<p>The bidder shall be <b>Original Equipment Manufacturer (OEM)</b> of gas sweetening technology using <b>membrane/APTCC</b><sup>[Note(ii)]</sup> and must have completed at least one “Similar Work” in the last 10 years reckoned from the original bid closing date of tender to oil and gas company. The bidder shall have to submit documentary evidence in support of their completion of similar work as per clause No. 1.7 below.</p> <p><b>Note to clause 1.1:</b></p> <p>(i) “Similar Work” means Basic and Detailed Engineering, Procurement, Construction &amp; Commissioning of minimum 0.3 MMSCMD Natural Gas Sweetening Plant for Carbon Dioxide separation having minimum 85% purity using <b>membrane/ APTCC</b> technology and which is in operation for minimum 8000 hours during the last 24 months, reckoned from the original bid closing date.</p> <p>(ii) <b>Alternate Proven Technology for CO<sub>2</sub> Capture (APTCC) for the purpose of this tender is defined as “Commercially proven and established Carbon Di-Oxide (CO<sub>2</sub>) gas Separation Technology from Natural Gas suitable for continuous and sustained operation in desert condition of ambient temperature range from (-)1 to (+) 55 degree Centigrade, within the upper limits of moisture contents stipulated in the tender for both Natural Gas and CO<sub>2</sub> streams, without</b></p>	<p>Yes No</p>	

	<p>requirement of process water, where process chemical or consumable replacement life is minimum 24 months.”</p> <p>(iii) Experience in design and supply by OEM will be treated as equivalent to ‘engineering and procurement’. Construction and Commissioning assistance by OEM will be treated as equivalent to ‘construction &amp; commissioning’.</p>		
<p><b>1.2</b></p>	<p><b>If the bidder is bidding based on the experience of membrane/ APTCC technology borrowed from OEM</b> of gas sweetening technology using membrane/ APTCC, then the bidder must satisfy the following criteria:</p> <ol style="list-style-type: none"> <li>i. <i>The bidder shall submit a valid Memorandum of Understanding (MoU) along with the technical bid clearly mentioning the name of membrane/ APTCC technology. The MoU must be duly signed by each party, and remain valid throughout the bidding period, including extensions, if any. Amongst others, the MoU must include the following undertakings.</i> <ol style="list-style-type: none"> <li>a. A confirmation that, upon award of the contract a legally valid Contract will be executed with the OEM, which shall remain valid for the entire contract period including Operation and Maintenance (O&amp;M) period, including extensions, if any. The contract shall include clear spilt of responsibilities between OEM and bidder, which shall be based on the past experience of the each party.</li> <li>b. A commitment that the OEM will provide all necessary technical support, including the deployment of expert manpower, to ensure the successful and timely completion of the work during the contract period including Operation and Maintenance (O&amp;M) period.</li> <li>c. Guaranteeing the supply of items and assurance of their quality in the event of contract award, along with a commitment for supply of all spares and consumables for minimum 10 years.</li> <li>d. A declaration from the OEM confirming its full back-to-back support to the bidder in meeting the technical and performance requirements of the contract pertaining to their responsibility matrix.</li> <li>e. Bidder shall have single point responsibility for complete scope of work of the project including the scope pertaining to OEM.</li> </ol> </li> </ol>	<p align="center">Yes No</p>	

	<p>ii. The bidder must have experience in completing “Similar Work” with Oil and Gas company in previous 07 (Seven) years to be reckoned from the original bid closing date of this tender as under:</p> <p><b>One Completed “Similar Work”</b> costing not less than the amount equal to <b>Rs. 161.29 Crores or US\$ 17.76 million</b> excluding service tax / GST.</p> <p><b>OR</b></p> <p><b>Two Completed “Similar Work”</b> each costing not less than the amount equal to <b>Rs. 100.81 Crores or US\$ 11.10 million</b> excluding service tax / GST.</p> <p><b>OR</b></p> <p><b>Three Completed “Similar Work”</b> each costing not less than the amount equal to <b>Rs. 80.64 Crores or US\$ 8.88 million</b> excluding service tax / GST.</p> <p><b>Note to clause 1.2 (ii):</b> “Similar Works” means completion of works involving engineering, procurement and construction for hydrocarbon processing / production / handling/ storage facilities or process unit in oil and gas industry on EPC (Engineering, Procurement, and Construction) or LSTK (Lump sum turnkey) or BOO (Build-Own-Operate) or BOOT (Build-Own-Operate-Transfer) or OBE (Open Book Execution or Cost Plus basis).</p> <p>iii. In addition to Clause No. 1.2(ii) above, the OEM must have completed at least one “Similar Work” as per clause no. 1.1. The bidder shall have to submit documentary evidence in support of their completion of similar work as per clause No. 1.7 below.</p>		
1.3	<p><b>Bids submitted on the basis of technical experience of the parent/subsidiary company:</b></p> <p>Offers of those bidders who themselves do not meet the experience criteria as stipulated in clause no. 1.2 above can also be considered provided the bidder is a subsidiary company of the parent company [supporting company, which holds more than fifty percent of the paid-up equity share capital of the bidder] who fulfils the experience criteria. Similarly, bid from parent company can also be considered on the strength of requisite experience of its subsidiary [supporting company, in which the bidder holds more than fifty percent of the paid-up equity share capital]. However, the parent/subsidiary company (as the case may be) 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</p>	Yes No	

	<p>sister subsidiary/co-subsiary company or through any other arrangement like Technical Collaboration agreement etc.</p> <p>In case of bidder who is a subsidiary company dependent upon the experience of the parent company or vice-versa with a view to ensure commitment and involvement of the parent/subsidiary company (Supporting Company) for successful execution of the contract, the participating bidder should enclose a Parent/Subsidiary Agreement (as per format enclosed as <b>Annexure-I</b>) and also a parent/subsidiary Guarantee (as per format enclosed as <b>Annexure-II</b>) to OIL for fulfilling the obligation under the Agreement, along with the technical bid</p>		
<p><b>1.4</b></p>	<p><b>Bids submitted on the basis of technical experience of sister subsidiary / co-subsiary company:</b></p> <p>Offers of those primary bidders who themselves do not meet the experience criteria as stipulated in BEC Clause No 1.2 above can also be considered based on the experience criteria of their sister-subsiary / co-subsiary Company within the ultimate parent / holding Company subject to meeting of the following conditions:</p> <ol style="list-style-type: none"> <li>1 Provided that the sister-subsiary / co-subsiary Company and the bidding company are both wholly owned subsidiaries of an ultimate parent/ holding company either directly or through intermediate wholly owned subsidiaries of the ultimate parent / holding Company or through any other wholly owned subsidiary company within the ultimate / holding parent company. Documentary evidence to this effect is to be submitted by the ultimate parent / holding Company along with the technical bid.</li> <li>2 Provided that the sister subsidiary / co-subsiary company on its own meets the experience criteria stipulated in the BEC Clause No. 1.2 above and not through any other arrangement like a Technical Collaboration Agreement.</li> <li>3 Provided that with a view to ensure commitment and involvement of the ultimate parent/holding company for successful execution of the contract, the participating bidder must submit an agreement, as per format furnished vide Annexure-III, between them and their ultimate parent/holding company, along with the technical bid.</li> </ol> <p><b>Note:</b> In case of Clauses 1.3 OR 1.4 above: In the situations mentioned in Paras No. 1.3 OR 1.4 above, the supporting company shall not be allowed to submit their separate/independent bid against this tender. In such case, all such bids shall be rejected. Also, bids having technical</p>	<p align="center">Yes No</p>	

	<p>support from the same entity shall be rejected. Further, bidders shall submit/comply the following:</p> <p>a) Undertaking by the subsidiary/parent company to provide a Performance Security (<b>as per format and instructions enclosed vide PROFORMA-Q</b>), equivalent to 50% of the value of the Performance Security to be submitted by the bidding company in case the bidding company is the successful bidder.</p> <p>b) In cases where subsidiary/parent companies do not have Permanent Establishment in India, the bidder can furnish Performance Security, which is the sum of Performance Security amount to be submitted by the bidder and an additional 50% Performance Security to be submitted by the subsidiary/parent/ sister company. In such case, the bidding company shall furnish an undertaking that their subsidiary/parent/sister company does not have any Permanent Establishment in India in terms of the Income Tax Act of India.</p> <p>c) Undertaking from the subsidiary/parent company to the effect that in addition to invoking the performance security submitted by the Contractor, the performance security provided by the subsidiary/parent company shall also be invoked by OIL INDIA LIMITED due to non-performance of the Contractor.</p> <p>d) A certificate from the Statutory Auditor of the bidding company to establish the relationship and equity percentage holding between bidding company and the supporting company. The certificate should be duly concurred/endorsed by the Company Secretary or one of the Directors of the company concerned.</p> <p>The above certificate should not be more than 30 days old as on the original bid closing date</p>		
<p><b>1.5</b></p>	<p><b><u>Bid from Joint Venture Company:</u></b></p> <p>In case the bidder is Joint Venture Company (JV), they must be registered in India and incorporated under the Companies Act 2013 and any amendments thereunder. JV agreement along with the share holding pattern should be submitted with technical bid, failing which bid shall be outrightly rejected. They should meet technical experience criteria laid down in BEC Clause No.1.1 above as below:</p>		

	<p>i. The JV on its own shall meet the experience criteria as per BEC Clause No.1.1 above.</p> <p align="center"><b>OR</b></p> <p>ii. Any member of the JV having a stake of at least 26% in the JV, on its own shall meet experience requirement as per BEC Clause No.1.1 above.</p> <p><b>Note:</b></p> <p>(a) In case of (ii) above, an undertaking from the Joint Venture partner, based on whose experience the JV seek qualification, shall be submitted with the techno commercial bid stating that they shall maintain minimum 26% shareholding in the JV till the completion of the contract failing which bid shall be outrightly rejected. Similarly, under such a situation the contract shall be liable for termination, if already awarded.</p> <p>(b) Experience of the JV or its member (as the case may be) relying on the experience of its supporting company/ subsidiary/co-subsidiary/sister subsidiary/parent/ holding/affiliating/associate company or through any other arrangement like technical collaborator for meeting the technical criteria shall not be considered for evaluation.</p> <p>(c) <b>Constitution of Joint Venture:</b> The members of the JV should not be more than three. If after submission of bid, a JV leader effects any alterations/changes in the constitution or replacement or inclusion or expulsion of any partner(s)/member(s) of the Joint Venture which had originally submitted the bid, the bid of such a JV shall be liable for rejection. Similarly, under such a situation the contract shall be liable for termination, if already awarded.</p> <p>(d) Members of the JV are not allowed to quote separately/independently or through any other arrangement like part of any other JV/Consortium or Subsidiary company/Parent company/co subsidiary company 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.</p> <p>(e) <b>Indian companies / Joint Venture companies (Incorporated JV):</b> Indian bidders whose proposal for Joint Venture involves foreign equity participation or payment of royalty and / or lump sum for technical knowhow and wherever Govt. approval</p>	<p align="center">Yes No</p>	
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	<p>is necessary, are required to submit their application submitted to SIA/RBI along with the bid and copy of Govt. approval prior to the date of price bid opening. Confirmation to this effect and declaration on the same to be provided as part of their technical offer.</p>		
<p><b>1.6</b></p>	<p><b>Bid from Consortium of Companies:</b></p> <p>In view of the complexity of the nature of work involved as covered by the bidding documents, it is anticipated that some of the intending bidders may pool their resources and experiences to form Consortia. <b>However, consortium can only be formed with sister subsidiary/co-subsidary companies having the same parent/holding company or within the same ultimate parent/holding company.</b></p> <p>(a) The Leader of the Consortium should themselves meet the minimum experience requirement as per BEC Clause 1.1 above. For proof of requisite experience against BEC Clauses 1.1, the Leader of the Consortium shall submit relevant documents in line with BEC clauses 1.1 above.</p> <p>(b) The Leader of the Consortium must submit Bid on behalf of the Consortium of bidders. A Memorandum of Understanding (MOU) between the Consortium members duly executed by the CEO/Authorised person and certified by the competent authority of the respective organisation of the consortium members and notarised must accompany the Bid, which should clearly define the role/scope of work of each partner/member and should clearly define the Leader of the Consortium. A Memorandum of Understanding (MOU) must also state that all the members of the 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.</p> <p>(c) 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.</p> <p>(d) The bid Security shall be in the name of the Leader of the Consortium on behalf of the Consortium with specific reference to the consortium bid and name &amp; address of consortium</p>	<p align="center">Yes No</p>	

	<p>members. Similarly, the Performance Security shall be in the name of the Leader on behalf of the Consortium.</p> <p>(e) The Leader of the Consortium, on behalf of the Consortium, shall coordinate with OIL during the evaluation of offers, as well as during the execution of works, in the event the Contract is awarded, and he shall also be responsible for resolving the dispute/ misunderstanding/ undefined activities, if any, amongst all the Consortium members.</p> <p>(f) Any correspondence exchanged with the leader of the consortium shall be binding on all the consortium/joint venture members.</p> <p>(g) Payment shall be made by OIL only to the leader of the consortium towards fulfilment of contract obligations.</p> <p>(h) In case of consortium bids, the bid shall be signed/digitally signed in line with tender stipulation 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 along with the bid/offer failing which the bid will be outrightly rejected.</p> <p>(i) 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.</p> <p>(j) <b>Constitution of Consortium:</b> The members of the consortium should not be more than 03 (Three). If during evaluation of bid, a consortium leader effects 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. Similarly, under such a situation the contract shall be liable for termination, if already awarded.</p> <p>(k) Signing of Contract: In the event of award of contract to the consortium, the contract to be signed by all the members of the consortium and the liability of each one of them shall be jointly and severally.</p> <p>(l) Members of the consortium are not allowed to quote separately/ independently/or through any other arrangement like part of any other JV/Consortium against this tender. All the bids received in such case shall be summarily rejected. Further, all bids from parties with technical</p>		
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	<p>support from the same Principal shall be rejected.</p> <p>(m) Certified copies (attested by Director/Company Secretary) of Board resolutions passed by respective Board of Directors of the companies (Consortium leader and members) agreeing to entering into such consortium with each other for submission of bid for the NIT and authorizing designated executives of each company to sign in the MOU to be provided along with the technical bid.</p> <p>(n) 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</p>		
<p><b>1.7</b></p>	<p><b><u>Documents to be submitted in support of Experience criteria as per clause No.1.0 (1.1 to 1.6)</u></b></p> <p>i. Letter of Award (LoA)/ Letter of Intent (LoI)/Purchase Order (PO) / Work Order (WO) / Contract document showing details of work and terms and conditions.</p> <p>ii. Job Completion Certificate/Work Completion/Experience Certificate issued by Client or any other document from the end user to support their technical qualifications:</p> <ol style="list-style-type: none"> <li>1. Nature of job done and Work order No./Contract No/PO No.</li> <li>2. Date of completion</li> <li>3. Clearly indicating the Supplied <b>Membrane/ APTCC</b> technology</li> <li>4. Certifying continuous commercial operation for at least 8000 hours during last <b>24 months</b>, reckoned from the original bid closing date</li> <li>5. Value of Work Done [Clause No. 1.2(ii)]</li> </ol> <p>iii. The Company Profile and details of the contracting entity must be provided to establish that the services have been rendered to Oil and Gas companies or service providers to an Oil and Gas company. To substantiate this, the bidder may either submit the company profile directly to OIL or provide relevant documents to the Third-Party Inspection (TPI) agency for verification. The TPI agency may then submit an undertaking confirming the same.</p> <p>iv. <b>'Annexure-SCC-III'</b> shall be submitted as a part of Technical Bid. OIL may verify PTR</p>	<p align="center">Yes No</p>	

credentials with the owner organization.

**'Annexure SCC-VII'** shall be submitted as a part of Technical Bid with '(viii) Guaranteed Power Consumption (applicable for Loading & Penalty Criteria, section F.7 in SCC): \_\_\_\_\_ KiloWatt' as QUOTED.

**'Annexure SCC-VII'** shall be submitted again as a part of Price Bid with correct filling of '(viii) Guaranteed Power Consumption (applicable for Loading & Penalty Criteria, section F.7 in SCC): \_\_\_\_\_ KiloWatt'. Power consumption being a part of price evaluation process, bidder shall ensure correct filling of this document along with price bid. The quoted power consumption figure shall be extrapolated by OIL from the power consumption figure submitted in the **'Annexure-SCC-III'** PTR format for the bid evaluation purpose and should be commensurate with the PTR reference. If quoted power consumption figure in **'Annexure SCC-VII'** is calculated to be **less than 20%** of proportionate.

power consumption figure submitted in PTR format 'Annexure-SCC-III', the **bid shall be liable for rejection even after price bid open opening** and shall not be considered for further price evaluation and ranking process.

**Note:**

- i) Only Letter of Intent (LOI)/Letter of Award (LOA) or Work Order(s) shall not be accepted as evidence i.e. mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of value/volume, as stipulated respectively under Clause Nos. 1.0 will only be treated as acceptable experience.
- ii) The Contract, for which the above experience is claimed, should have been satisfactorily completed and handed over / commissioned prior to the original date of bid closing.
- iii) Experience of executing 'SIMILAR WORK' through 'sub-contracting' shall not be considered for evaluation.
- iv) Bidders are required to ensure that the value of the completed job indicated by them is exclusive of Service tax / GST. Accordingly, the completion certificate submitted by the bidder shall separately indicate the service tax / GST amount included in the value of completed job.

	<p>v) In case Service Tax / GST amount component is not specified in the submitted completion certificate, then the bidder shall have to furnish a confirmation from the end user/client/ Chartered Accountant possessing valid UDIN number, certifying the value of work executed by the bidder (excluding service tax / GST).</p> <p>vi) Contract executed by a bidder for its own plant/ project cannot be considered as experience for the purpose of meeting BEC of this Tender Document. However, jobs executed for Subsidiary/Fellow subsidiary / Holding company will be considered as experience for the purpose of meeting BEC subject to submission documents specified to meet BEC.</p> <p>vii) No change in OEM after the submission of bid is allowed. The bid shall be rejected in case of any change of the proposed OEM after submission of the bid.</p>		
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<b>2.0</b>	<b><u>FINANCIAL EVALUATION CRITERIA:</u></b>		
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Clause No.	Parameter	Financial Criteria		
<b>2.1</b>	Annual Financial Turnover	<p>Annual Financial Turnover of the bidder from operations during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be minimum <b>Rs. 60.48 Crores or US\$ 6.66 million</b> as per the Audited Annual Reports.</p> <p><b>Note:</b> Annual Financial Turnover of the bidder from operations shall mean: "Aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (i.e., bidding entity, as the case may be) during a financial year" as per the Companies Act, 2013 Section 2 (91).</p>	Yes No	
<b>2.2</b>	Net worth	<p>Net-worth of the bidder should be minimum <b>Rs. 18.14 Crores or US\$ 2.00 million</b> as per immediate preceding audited financial year result.</p> <p align="center">OR</p> <p>"Share capital + Reserves created out of profits and securities Premium — Aggregate value of accumulated losses (excluding revaluation reserves) — deferred expenditure — Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation".</p>	Yes No	

2.3	Working Capital	<p>a. The bidder should have minimum working capital equal to <b>Rs. 18.14 Crores or US\$ 2.00 million</b> as per immediate preceding audited financial year result.</p> <p>b. In case the working capital is short, the bidder can supplement the same through line of credit from a scheduled commercial bank having net worth more than <b>Rs. 100 Crores or US\$ 11.01 million</b> as per enclosed <b>Proforma-XVIII</b>.</p> <p>c. In the event of award, the contractor shall open a project specific account in a nationalized bank located in the vicinity where the project is executed. The contractor shall deposit an amount equal to 10% of the annualized contract value within 15 days from the date of issue of LOA. All payments against the contract shall be remitted to the project specific account. Any withdrawal from this account shall be only after the first payment against the contract is made by OIL.</p> <p>d. At any point of time the minimum balance after first remittance by OIL against invoice from the contractor shall remain 5% of the annualized contract value.</p> <p>e. In addition to above the bidder should submit a financial resource/cash flow plan for execution of this contract.</p> <p><b>Note:</b> Working Capital shall mean “Current Assets minus Current liabilities” as per latest year’s audited consolidated annual Financial Statements</p>	Yes No	
2.4	Bid Capacity	<p>The bidding capacity of the contractor should be equal to or more than <b>Rs. 120.97 Crores or US\$ 13.32 million</b>.</p> <p>The bidding capacity shall be worked out by the following formula: Bidding Capacity = (A x 1.5) – B, where, A = Maximum annual turnover in any one of the preceding three financial years B = Commitments in next twelve months from the date of expiry of the bid validity as per enclosed format <b>Proforma-XIX</b>.</p>	Yes No	
2.5	Debt Equity Ratio	Debt equity ratio of the bidder should not be more than 2:1. Debt equity ratio shall mean long term borrowings/Net-worth.	Yes No	

<p><b>2.6</b></p>	<p>If the bidder is an Incorporated Joint Venture (JV) Company and does not meet Financial Criteria (BEC Clause Nos. 2.1,2.2,2.3,2.4 &amp; 2.5 above) by itself, it can submit the bid based on the financial strength of its JV member having more than 50% stake in the JV Company, and the following needs to be complied/submitted:</p> <ul style="list-style-type: none"> <li>(i) The JV member having more than 50% stake in the JV should meet the Financial Evaluation Criteria stipulated in Clause Nos. 2.1,2.2,2.3,2.4 &amp; 2.5 above.</li> <li>(ii) An undertaking from the Joint Venture partner, based on whose financial strength the JV seek financial qualification, shall be submitted with the techno commercial bid stating that they shall maintain more than 50% shareholding in the JV till execution of the contract is accomplished.</li> <li>(iii) A certificate from the statutory Auditor of the JV company on the shareholding pattern of the JV.</li> </ul> <p>Note: The above certificate should not be more than 30 days old as on the original bid closing date.</p>	<p align="center">Yes No</p>	
<p><b>2.7</b></p>	<p>In case the bidder is subsidiary company (should be a wholly owned subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits his bid based on the strength of his parent/ultimate parent/holding company, then following documents need to be submitted.</p> <ul style="list-style-type: none"> <li>i. The parent / ultimate parent / holding company (supporting company) should meet the Financial Evaluation Criteria stipulated in Clause Nos. 2.1, 2.2, 2.3, 2.4 and 2.5 above.</li> <li>ii. Corporate Guarantee (<b>as per Annexure-IV</b>) on parent/ultimate parent/holding company's company letter head signed by an authorised official undertaking that they would financially support their wholly owned subsidiary company for executing the project/job in case the same is awarded to them.</li> <li>iii. Document of subsidiary company towards wholly owned subsidiary of the parent/ultimate parent/holding company.</li> </ul>	<p align="center">Yes No</p>	
<p><b>2.8</b></p>	<p><b>In case, the Bidder is a consortium of companies,</b></p> <ul style="list-style-type: none"> <li>(a) Annual Financial Turnover from Operation:</li> </ul> <p>Any one of the Consortium members should meet the Annual Financial Turnover Criteria</p>		

	<p>(BEC Clause 2.1).</p> <p align="center">AND</p> <p>Each of the other members of the Consortium should meet 50% of the Annual Financial Turnover Criteria (BEC Clause 2.1).</p> <p>(b) <b>Net Worth:</b> Each of the consortium partners should meet the Net Worth Criteria (BEC Clause 2.2).</p> <p>(c) <b>The working capital</b> requirement should be met collectively by all the consortium members as per BEC Clause 2.3 above.</p> <p>(d) <b>Bidding Capacity</b> Consortium partners collectively should have the bidding capacity as per BEC Clause 2.4 above.</p> <p>(e) <b>Debt equity ratio</b> of each of the consortium partners should not be more than 2:1.</p>	<p align="center">Yes No</p>	
<p><b>2.9</b></p>	<p>For proof of Annual Turnover, Net worth, Working Capital &amp; Debt-Equity Ratio, any one of the following documents must be submitted along with the bid:</p> <p>i. Audited Balance Sheet along with Profit &amp; Loss account.</p> <p align="center">OR</p> <p>ii. A certificate issued by a practicing Chartered / Cost Accountant (with Membership Number and Firm Registration Number), as per the format prescribed in <b>Proforma-XVII.</b></p> <p><b>Note:</b></p> <p>a) Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. 1st February 2019 by Chartered Accountant in Practice.</p> <p>b) In case the Audited Balance sheet and Profit Loss Account submitted along with the Bid are in currencies other than INR, the Bidder shall have to convert the figures in equivalent INR considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit &amp; Loss Account is signed. A CA Certificate is to be submitted by the Bidder regarding converted figures in equivalent INR. Otherwise, the Audited Balance Sheet and Profit &amp; Loss Account shall be evaluated by considering the BC selling rate declared by the State Bank of India (on the date on which the Audited Balance Sheet and Profit &amp; Loss Account are signed) for conversion to INR.</p>	<p align="center">Yes No</p>	

<p><b>2.10</b></p>	<p>Considering the time required for the preparation of Financial Statements, if the last date of the preceding financial / accounting year falls within the preceding six months /within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the Bidder, then the financial Turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year, excluding the preceding financial / accounting year, will be considered. However, the Bidder has to submit an undertaking in support of the same along with their technical Bid as per <b>Proforma -X.</b></p>	<p align="center">Yes No</p>	
<p><b>3.0</b></p>	<p><b><u>COMMERCIAL EVALUATION CRITERIA:</u></b></p>		
<p><b>3.1</b></p>	<p>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 &amp; Technical Specification of the tender in "Technical RFx Response" Tab and Priced Bid as per Proforma-B uploaded in the "Notes &amp; 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 align="center">Yes No</p>	
<p><b>3.2</b></p>	<p>The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non-responsive and rejected.</p>	<p align="center">Yes No</p>	
<p><b>3.3</b></p>	<p><b>Bid Security</b> in Original shall be furnished as a part of the Technical Bid and shall reach OIL's office at Jodhpur (Rajasthan Field Office) before bid closing date &amp; time. A scanned copy of the bid security shall however be uploaded in OIL's e-procurement portal along with the Technical Bid. The amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. Bid without proper &amp; valid Bid Security shall be rejected.</p>	<p align="center">Yes No</p>	
<p><b>3.4</b></p>	<p><b>Integrity Pact:</b> The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed PROFORMA-XIII of the tender document. This Integrity Pact Proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid. If any</p>	<p align="center">Yes No</p>	

	bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.		
<b>3.5</b>	Bids submitted after the Bid Closing Date and Time will be rejected.	Yes No	
<b>3.6</b>	Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.	Yes No	
<b>3.7</b>	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.	Yes No	
<b>3.8</b>	Bids shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorized representative.	Yes No	
<b>3.9</b>	Any Bid containing false statement will be rejected.	Yes No	
<b>3.10</b>	Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the persons(s) signing (digitally) the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.	Yes No	
<b>3.11</b>	The Bids and all uploaded documents must be digitally signed using “Class 3” digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India [except copies of the documents required in physical form] should invariably be submitted in the ‘Technical Attachment Tab’ through OIL’s e-bidding portal, before the scheduled date and time for the tender closing. All the documents uploaded shall be digitally signed by the authorized signatory of the bidder. <b>However, the original bid security should necessarily be submitted in physical form, in a sealed envelope.</b>	Yes No	
<b>3.12</b>	The bidder shall submit an undertaking/declaration as per Proforma- XXI confirming that they have read and understood OIL's Banning Policy and that neither they nor any of their allied concerns or partners or associates or directors, or proprietors involved in any capacity, are currently on OIL's Holiday/Banning List. Further, the bidder shall confirm that neither they nor any of their aforementioned entities have, during the last three years, been involved in any transgression with any company conforming to the Transparency International (TI) approach or with any Public Sector Enterprise of India that could justify exclusion from the tender process. The bidder shall also disclose details of all such allied entities, if any, as required under the Banning Policy.	Yes No	

3.13	<b>COMPLIANCE OF THE COMPETITION ACT, 2002:</b> 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.	Yes No	
3.14	Bidders should submit an Undertaking that their bid is compliant to Order No. F. 7/10/2021-PPD (1) dated 23.02.2023 issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India (including subsequent amendments thereto, if any), regarding restrictions on procurement from a bidder of a country which shares land border with India.  In this regard, bidders must submit duly sealed & signed undertaking as per format provided vide <b>Exhibit-I, Exhibit-II, Exhibit-III and Exhibit-IV</b> along with the technical bid.	Yes No	
3.15	<b>FURNISHING FRAUDULENT INFORMATION/DOCUMENT</b>  Bidders should note that Company (OIL) may verify authenticity of all the documents /certificates / information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract execution etc., if it is established that bidder has submitted forged documents / certificates/ information towards fulfilment of any of the tender / contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel/ terminate the contract besides taking action as per OIL's Banning Policy available in the OIL's website. Accordingly, service provider/vendor to submit the Undertaking of authenticity of information/documents submitted as per <b>Proforma-IX</b> .	Yes No	
3.16	Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected: <ul style="list-style-type: none"> <li>i. Firm price</li> <li>ii. EMD/Bid Security/Bid Bond</li> <li>iii. Period of validity of Bid</li> <li>iv. Price Schedule</li> <li>v. Performance Bank Guarantee / Security deposit</li> <li>vi. Delivery / Completion Schedule</li> <li>vii. Scope of work</li> <li>viii. Guarantee of material / work</li> <li>ix. Liquidated Damages clause</li> </ul>		

	<ul style="list-style-type: none"> <li>x. Tax liabilities</li> <li>xi. Arbitration / Resolution of Dispute Clause</li> <li>xii. Force Majeure</li> <li>xiii. Applicable Laws</li> <li>xiv. Specifications</li> <li>xv. Mobilisation</li> <li>xvi. Integrity Pact.</li> </ul>	<p align="center">Yes No</p>	
<b>4.0</b>	<b><u>PRICE EVALUATION CRITERIA:</u></b>		
<b>4.1</b>	Price bids of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive shall be considered for evaluation. A substantially responsive bid is one that meets the terms and conditions of the Tender and/or the acceptance of which bid will not result in indeterminate liability on OIL.	<p align="center">Yes No</p>	
<b>4.2</b>	The bidders must quote their charges/rates in the manner as called in the price schedule format vide enclosed <b>Proforma-B</b> .	<p align="center">Yes No</p>	
<b>4.3</b>	Bidders are required to quote for all the items as per Price Bid Format, otherwise the offer of the bidder will be straightway rejected.	<p align="center">Yes No</p>	
<b>4.4</b>	For evaluation purposes, quoted unit rates against each Line Item of the price bidding format shall be considered only up to two (2) decimal places without rounding off for evaluation.	<p align="center">Yes No</p>	
<b>4.5</b>	The bidders are advised not to offer any discount / rebate separately and to offer their prices in the Price Bid Format after considering discount / rebate, if any.	<p align="center">Yes No</p>	
<b>4.6</b>	Conditional and unsolicited discounts will not be considered in the evaluation. However, if such a bidder happens to be the lowest recommended bidder, an unsolicited discount without any condition will be considered for computing the contract price.	<p align="center">Yes No</p>	
<b>4.7</b>	Arithmetical errors, if any, in the price bids will be rectified on the following basis. “If there is a discrepancy between the Unit Rate and Total Amount (that is obtained by multiplying Unit Rate with Quantity), the unit rate shall prevail and the total amount shall be corrected accordingly. Similarly, if there is a discrepancy between words and figures, the amount quoted in words will prevail. If there is discrepancy between the percentage terms and calculated amount, the amount will be rectified by re-calculating the amount as per the percentage terms. Any bidder who does not accept the said correction procedure, their bid will be rejected.	<p align="center">Yes No</p>	
<b>4.8</b>	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 align="center">Yes No</p>	

<b>4.9</b>	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.	Yes No	
<b>4.10</b>	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.	Yes No	
<b>4.11</b>	If the bidders quote NIL charges/consideration in the Price Bid Format, the bid shall be treated as unresponsive and will not be considered.	Yes No	
<b>4.12</b>	The quantities shown against each item in the “Price Bid Format” are tentative quantities and 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 shall be paid on the basis of actual quantum of jobs carried out during job execution. However, execution of jobs in excess of the quantity mentioned herein requires Company’s prior approval.	Yes No	
<b>4.13</b>	Service is not splittable. Based on the evaluation of techno-commercially qualified bidders, the entire scope of service will be awarded to one bidder.	Yes No	
<b>4.14</b>	In case of identical overall lowest offered rate by more than 1 (one) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price.	Yes No	
<b>5.0</b>	<b><u>GENERAL:</u></b>		
<b>5.1</b>	In case bidder takes exception to any clause of bidding document not covered under BEC-BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BEC-BRC.	Yes No	
<b>5.2</b>	To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC-BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be evaluated based on the original submission. However, mere submission of such clarification shall not make the offer responsive, unless Company is satisfied with the substantial responsiveness of the offer.	Yes No	
<b>5.3</b>	If any of the clauses in the BEC-BRC contradict with other clauses of bidding document elsewhere, the clauses in the BEC-BRC shall prevail.	Yes No	

<b>5.4</b>	Bidder(s) must note that requisite information(s) / financial values etc. as required in the BEC-BRC & Tender must be clearly understandable from the supporting documents submitted by the Bidder(s); otherwise, Bids shall be rejected.	Yes No	
<b>5.5</b>	OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.	Yes No	
<b>5.6</b>	The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.	Yes No	
<b>5.7</b>	Any exception or deviation to the Tender requirements must be tabulated in <b>“Statement of Compliance” (Proforma-II)</b> by the bidder in their Technical Bid only. Any additional information, terms or conditions included in the Commercial (Priced) Bid will not be considered by OIL for evaluation of the Tender.	Yes No	
<b>5.8</b>	<b><u>PURCHASE PREFERENCE CLAUSE:</u></b>		
<b>5.8.1</b>	<b>MSE Policy:</b> Not applicable.		
<b>5.8.2</b>	<b>Make in India (MII) Policy:</b>  Purchase preference under Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India and as amended time to time with modifications as notified vide MoPNG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022 (including subsequent amendments thereof, if any) shall be applicable for this Tender. Bidders are advised to check the provisions of the said notifications for their eligibility to bid and seek benefits for Purchase preference, accordingly. The margin of purchase preference shall be 20%.	Yes No	
<b>6.0</b>	<b><u>AWARD OF CONTRACT:</u></b>  The contract for hiring of the tendered services shall be awarded as below:  a. <b>L-1 Bidder is class I PPLC bidder:</b> In case if the L1 bidder is a Class I PPLC bidder, the contract shall be awarded to the L1 Class I PPLC bidder.  b. <b>L-1 Bidder is other than class I PPLC bidder:</b> In case if the L1 bidder is not a Class I PPLC bidder, then preference shall be given to the lowest eligible Class I PPLC bidder falling within the price band of L1+20%. If such Class I PPLC bidder agrees to match the price of L1 bidder, then the contract shall be awarded to them, else offer shall be given to the next higher Class I PPLC bidder within price band of L1+20% and so on. In	Yes No	

	case none of the Class I PPLC bidder within price band of L1+20% accept the L1 price, then the contract shall be awarded to L1 bidder.																				
<b>7.0</b>	<b><u>CERTIFICATION OF DOCUMENTS BY INDEPENDENT THIRD-PARTY INSPECTION AGENCIES (TPIA):</u></b>																				
<b>7.1</b>	Oil India Limited (OIL) has engaged the following 17 (Seventeen) Independent Inspection Agencies for a period of 04 (Four) years up to 06.06.2028 to verify and certify various documents submitted by the bidders required against BEC/BRC of the tender:  <table border="1"> <thead> <tr> <th>Sl. No.</th> <th>Name of Independent Inspection Agency</th> <th>Contact E-mail ID</th> </tr> </thead> <tbody> <tr> <td>i.</td> <td>M/s. Dr. Amin Controllers Pvt. Ltd.</td> <td>a. <a href="mailto:rkjain@rcaindia.net">rkjain@rcaindia.net</a> b. <a href="mailto:Pradeep.mathur@rcaindia.net">Pradeep.mathur@rcaindia.net</a> c. <a href="mailto:info@rcaindia.net">info@rcaindia.net</a></td> </tr> <tr> <td>ii.</td> <td>M/s. TUV India Private Limited</td> <td>a. <a href="mailto:noida@tuv-nord.com">noida@tuv-nord.com</a> b. <a href="mailto:mumbai@tuv-nord.com">mumbai@tuv-nord.com</a> c. <a href="mailto:salim@tuv-nord.com">salim@tuv-nord.com</a></td> </tr> <tr> <td>iii.</td> <td>M/s Conformity India International Private Limited</td> <td>a. <a href="mailto:mktg@ciindia.in">mktg@ciindia.in</a></td> </tr> <tr> <td>iv.</td> <td>M/s Ravi Energic Private Limited</td> <td>a. <a href="mailto:baroda@ravienergic.com">baroda@ravienergic.com</a> b. <a href="mailto:tpia@ravienergic.com">tpia@ravienergic.com</a></td> </tr> <tr> <td>v.</td> <td>M/s SGS India Private Limited</td> <td>a. <a href="mailto:dhaval.vora@sgs.com">dhaval.vora@sgs.com</a> b. <a href="mailto:sgs.india@sgs.com">sgs.india@sgs.com</a></td> </tr> </tbody> </table>	Sl. No.	Name of Independent Inspection Agency	Contact E-mail ID	i.	M/s. Dr. Amin Controllers Pvt. Ltd.	a. <a href="mailto:rkjain@rcaindia.net">rkjain@rcaindia.net</a> b. <a href="mailto:Pradeep.mathur@rcaindia.net">Pradeep.mathur@rcaindia.net</a> c. <a href="mailto:info@rcaindia.net">info@rcaindia.net</a>	ii.	M/s. TUV India Private Limited	a. <a href="mailto:noida@tuv-nord.com">noida@tuv-nord.com</a> b. <a href="mailto:mumbai@tuv-nord.com">mumbai@tuv-nord.com</a> c. <a href="mailto:salim@tuv-nord.com">salim@tuv-nord.com</a>	iii.	M/s Conformity India International Private Limited	a. <a href="mailto:mktg@ciindia.in">mktg@ciindia.in</a>	iv.	M/s Ravi Energic Private Limited	a. <a href="mailto:baroda@ravienergic.com">baroda@ravienergic.com</a> b. <a href="mailto:tpia@ravienergic.com">tpia@ravienergic.com</a>	v.	M/s SGS India Private Limited	a. <a href="mailto:dhaval.vora@sgs.com">dhaval.vora@sgs.com</a> b. <a href="mailto:sgs.india@sgs.com">sgs.india@sgs.com</a>		
Sl. No.	Name of Independent Inspection Agency	Contact E-mail ID																			
i.	M/s. Dr. Amin Controllers Pvt. Ltd.	a. <a href="mailto:rkjain@rcaindia.net">rkjain@rcaindia.net</a> b. <a href="mailto:Pradeep.mathur@rcaindia.net">Pradeep.mathur@rcaindia.net</a> c. <a href="mailto:info@rcaindia.net">info@rcaindia.net</a>																			
ii.	M/s. TUV India Private Limited	a. <a href="mailto:noida@tuv-nord.com">noida@tuv-nord.com</a> b. <a href="mailto:mumbai@tuv-nord.com">mumbai@tuv-nord.com</a> c. <a href="mailto:salim@tuv-nord.com">salim@tuv-nord.com</a>																			
iii.	M/s Conformity India International Private Limited	a. <a href="mailto:mktg@ciindia.in">mktg@ciindia.in</a>																			
iv.	M/s Ravi Energic Private Limited	a. <a href="mailto:baroda@ravienergic.com">baroda@ravienergic.com</a> b. <a href="mailto:tpia@ravienergic.com">tpia@ravienergic.com</a>																			
v.	M/s SGS India Private Limited	a. <a href="mailto:dhaval.vora@sgs.com">dhaval.vora@sgs.com</a> b. <a href="mailto:sgs.india@sgs.com">sgs.india@sgs.com</a>																			

	vi.	M/s Assure Quality Management Certification Services Private Limited	a. <a href="mailto:aqmcs@aqmcs.com">aqmcs@aqmcs.com</a>	Yes No	
	vii.	M/s. IRCLASS Systems and Solutions Private Limited	a. <a href="mailto:industrial_services@irclass.org">industrial_services@irclass.org</a> b. <a href="mailto:Bhavesh.satam@irclass.org">Bhavesh.satam@irclass.org</a>		
	viii.	M/s. TÜV Rheinland (India) Pvt. Ltd.	a. <a href="mailto:Shailesh.deotale@ind.tuv.com">Shailesh.deotale@ind.tuv.com</a> b. <a href="mailto:Kaushal.gohil@ind.tuv.com">Kaushal.gohil@ind.tuv.com</a> c. <a href="mailto:info@ind.tuv.com">info@ind.tuv.com</a> d. <a href="mailto:ravi.kumar@ind.tuv.com">ravi.kumar@ind.tuv.com</a>		
	ix.	M/s Gulf Lloyd Industrial Services (I) Pvt. Ltd.	a. <a href="mailto:contact@gulflloyds.com">contact@gulflloyds.com</a> b. <a href="mailto:inspection@gulflloyds.com">inspection@gulflloyds.com</a>		
	x.	M/s Baltic Testing India Pvt. Ltd.	a. <a href="mailto:office@balticcontrolindia.com">office@balticcontrolindia.com</a>		
	xi.	M/s Sanmarg Engineering Validation & Assessment	a. <a href="mailto:Amitra@sanmargeva.com">Amitra@sanmargeva.com</a>		
	xii.	M/s Meenar Global Consultants LLP	a. <a href="mailto:sales@mgellp.in">sales@mgellp.in</a>		
	xiii.	M/s Rites Limited	a. <a href="mailto:nrinspn@rites.com">nrinspn@rites.com</a> b. <a href="mailto:info@rites.com">info@rites.com</a> c. <a href="mailto:sbu.ninsp@rites.com">sbu.ninsp@rites.com</a>		
	xiv.	M/s Bureau Veritas (India) Private Limited	a. <a href="mailto:bvindia.corporate@bureauveritas.com">bvindia.corporate@bureauveritas.com</a>		
	xv.	M/s TUV SUD South Asia Private Limited	a. <a href="mailto:Hemant.chavan@tuvsud.com">Hemant.chavan@tuvsud.com</a> b. <a href="mailto:Jayashree.rane@tuvsud.com">Jayashree.rane@tuvsud.com</a>		
	xvi.	M/s Adornment Engineers India Private Limited	a. <a href="mailto:jks@adornmentengineers.com">jks@adornmentengineers.com</a>		

	xvii.	M/s TCRC Inspections Pvt. Ltd.	a. <a href="mailto:admin@tereinspections.com">admin@tereinspections.com</a> b. <a href="mailto:ashismallick@teregroup.com">ashismallick@teregroup.com</a> c. <a href="mailto:tenders@teregroup.com">tenders@teregroup.com</a>			
7.2	<p>Bidders are required to have their documents, as mandated under the Bid Evaluation Criteria (BEC) / Bid Rejection Criteria (BRC) of the tender, verified and certified by any one of the empanelled Independent Third-Party Inspection Agencies listed above. The Inspection Certificate, duly issued by the selected agency, must be submitted along with the Technical Bid. All costs related to verification and certification by the Third-Party Inspection Agencies shall be borne solely by the respective bidders. Payments in this regard shall be made directly by the bidders to the Inspection Agencies. OIL shall not be held responsible for any payment-related dispute between the bidders and the inspection agencies.</p>			Yes No		
7.3	<p>The verified and certified documents must be submitted along with the Technical Bid. Any bid submitted with un-verified supporting documents shall not be considered. However, in case a bidder submits its bid along with all relevant supporting documents as per BEC/BRC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered, provided it is accompanied by an <b>Undertaking by the Bidder on their official letterhead towards submission of the duly verified and certified copies/ Inspection Certificate within 07 (Seven) days from the actual date of bid opening.</b> No reminders or clarifications will be issued by the Company in this regard, and failure to submit the verified/ certified documents within the stipulated time shall result in outright rejection of the bid , at the sole risk and responsibility of the bidder.</p>			Yes No		
7.4	<p>The methodology of verification/certification of documents followed by the agencies is broadly as under, but not limited to:</p> <p>(a) It is the sole responsibility of the bidders intending to participate in the tender to thoroughly understand the requirements of the tender, particularly the documents required under BEC/BRC. The bidders must present all relevant documents to any of the empanelled third-party certifying agencies for verification/certification. Neither OIL nor the Inspection Agencies shall be responsible for the selection or appropriateness of the documents submitted for verification. It is entirely the bidder's responsibility to</p>					

	<p>ensure that the appropriate documents are verified/certified in support of BEC/BRC compliance.</p> <p>(b) The concerned Independent Third-Party Inspection Agencies 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/Certification of documents by OIL's empanelled third-party inspection agencies shall not automatically make the bidder techno-commercially-acceptable or eligible for award of contract.</p> <p>(c) Verification/Certification of documents are normally categorized as under:</p> <p><b>i General Requirement:</b></p> <ul style="list-style-type: none"> <li>• Check Bidder's PAN Card</li> <li>• Check Bidder's GST Certificate</li> <li>• Check Bidder's Certificate of Incorporation</li> <li>• Power of Attorney</li> </ul> <p><b>ii Additional Documents: (If applicable against the tender)</b></p> <ul style="list-style-type: none"> <li>• Bidders general structure and organization</li> <li>• Joint Ventures Agreements – To cross-check with JV Partners</li> <li>• Consortium Agreements – To cross-check with Consortium Partners</li> <li>• Holding/Parent/Subsidiary/Sister Subsidiary/Co-Subsidiary Company – To check the Share Holding pattern, Corporate Guarantee etc.</li> </ul> <p><b>iii Technical Criteria</b></p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• Health, Safety and Environmental Management Policy</li> </ul>	<p>Yes No</p>	
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	<p><b>iv Financial Criteria</b></p> <ul style="list-style-type: none"><li>• Line of credit, if incorporated in the tender.</li></ul> <p><b>Notes:</b></p> <p>(i) Bidder's self-declared undertakings, Audited Balance Sheet &amp; Profit-loss statement and/or CA certificate having UDIN are not required to be verified by the TPI agency. If any documents, LOI/LOA/Contracts, etc., submitted towards BEC/BRC experience criteria are issued by Oil India Limited, such documents need not be verified by TPI agency.</p> <p>(ii) Undertaking from TPI Agency as per format (Proforma-XVI) enclosed should be submitted along with the Bid.</p> <p>(iii) <b><u>In case of clarifications sought by OIL against BEC/BRC, supporting documents (historical in nature) to those submitted in the original bid will also have to be verified from the same TPI agency which has originally verified their bid documents. OIL shall categorically mention the documents that are to be submitted with TPI verification in the clarification sought. In case the bidder fails to submit the TPI verified documents, as sought by OIL, as part of their clarification, their offer will be liable for rejection.</u></b></p>		
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<p><b>8.0</b></p>	<p><b><u>PAST PERFORMANCE:</u></b></p> <p>Notwithstanding anything stated above, the Company reserves the right to assess the Bidders' capability and capacity to perform, should the circumstances warrant such an assessment of past performance in the overall interest of the Company. For the purpose, past performance of the bidder in the preceding <b>05 years</b> from the original Bid Closing Date (BCD) with respect to its quality of goods supplied and/or services rendered, financial capability, its market reputation shall be considered for assessment. Bidders having unsatisfactory past performance in OIL shall be disqualified from the bidding.</p> <p><b>Note:</b> <i>Termination of contract on account of unsatisfactory performance OR supply of sub-standard/defective materials OR sub-standard execution of works/services OR financial stress during project execution affecting progress of the project, etc. shall indicate unsatisfactory past performance. It may be noted that above list is only illustrative and not exhaustive.</i></p> <p><i>Bidder to submit undertaking cum Declaration duly notarized along with the Bid as per <b>Proforma-XXIV.</b></i></p>	<p align="center">Yes No</p>	
<p><b>9.0</b></p>	<p><b><u>SUBMISSION OF CHECKLIST:</u></b></p> <p>Bidder must submit the duly filled Commercial checklist as per Proforma-XI, other proformas and relevant techno-commercial documents as outlined in the tender document along with unpriced technocommercial bid. Failure to submit duly filled up any of the above-mentioned documents within the stipulated deadline will render the bid liable for rejection and will not be considered for further evaluation.</p>	<p align="center">Yes No</p>	
<p><b>10.0</b></p>	<p><b>Customs Duty:</b></p> <p>In terms of Sl. No. 404 of the Customs Notification No.50/2017-Cus dated 30.06.2017, imports of the items specified in List 33 of the Notification are subject to levy of concessional rate of customs duty subject to conditions specified therein (Condition No. 48). However, Condition No. 48 along with List-33 of the said notification has been amended vide Customs Notification No. 02/2022-Customs dated 01.02.2022.</p>	<p align="center">Yes No</p>	

<p>Similarly, the domestic supply of such goods would attract concessional GST on submission of EC in terms of Gazette Notification No. No. 3/2017-Central Tax (Rate) dated 28.06.2017 (and as amended from time to time).</p> <p>Bidders shall take note of the prevailing customs notifications including the latest amendments vide gazette Notification No. 02/2022-Customs dated 01.02.2022 and and 40/2022 dated 13.07.2022 while quoting their prices. Bidder should consider concessional Customs Duty only for those items appearing in List-33 therein. Items of their import other than those appearing in List-33 of the said gazette notification shall be considered as duty payable on merit basis in their respective bid. OIL shall issue the requisite undertaking/certificate on request from Contractor for availing concessional rate of customs duty only against the items explicitly covered under List-33 of Customs Notification No. 02/2022-Customs dated 01.02.2022 or against any other item(s) subsequently declared by the competent authority during the tenure of the contract to be duty exempted/concessional. However, in the event of refusal/denial by Customs Authority to accord exemption/concession of Customs Duty against import of items which are explicitly covered under List-33 of Notification No. 02/2022-Customs dated 01.02.2022, such applicable customs duty shall be reimbursed at actual by OIL to the Contractor on submission of documentary evidence.</p> <p>Similarly, the items other than those appearing in List-33 of the said gazette notification, if to be imported by the Contractor for the purpose of execution of contract against this tender, the same shall be considered as duty payable on merit basis and the applicable customs duty thereof must be included by the bidder in their respective bid value. OIL will not issue any Undertaking / Certificate towards customs duty concession/exemption for those items (not included in List-33 of Notification) and the duty payable on merit shall be borne by the Contractor. However, any other item if subsequently notified by the competent authority to be Duty free / concessional during the tenure of the contract, OIL will issue requisite Certificate / Undertaking for Contractor to avail the Customs Duty benefit and the duty benefit must be passed on to OIL. Additionally, for all those items against which the bidder considers the Customs Duty on merit, the list specifying the Customs Duty Rate (percentage) may be furnished, so that subsequent increase / decrease in Customs Duty, if any shall be reimbursed / recovered by OIL as the case may be on documentary evidence.</p> <p>Bidders should submit the list of items which are to be imported for execution of the contract against this tender as per <b>Proforma-A</b> prudently along with their bid. Undertaking / Certificate for availing concessional rate of Customs Duty shall be issued by OIL only for the eligible items, provide the same are included in the Proforma-A submitted by the bidder.</p>		
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