

AMENDMENT NO. 3

AMENDMENT NO. 3 DATED 07.10.2026 to GeM Tender No. GEM/2026/B/7982168 FOR 'Hiring of services for supply and downhole injection of chemical products into oil wells through the chemical injection mandrel for efficient production of High Pour point and asphaltene containing crude oil from six (06) wells.'

This Amendment to GeM Tender No. **GEM/2026/B/7982168** is issued to amend and notify about the following:

(i) Amendment to the following Clause in the BEC and in the Technical Evaluation Sheet of the subject tender:

BEC Clause No.	Existing Criteria	Amended Criteria
3.1	<u>Experience:</u> The Bidder must have successfully executed/completed at least 01 (One) contract/order for providing/implementing downhole chemical injection solution to produce high pour point crude oil from at least 01 (one) well in any E&P company (Companies involved in the exploration and production of crude oil and natural gas) in the last 07 (Seven) years reckoned from the original bid closing date. The solution of the chemical treatment provided/implemented by the bidder against the above contract/order must have produced crude oil having at least 02 (two) of the following challenging properties: a. Minimum pour point of 30 degree Celsius b. Minimum Viscosity of 330 centipoise at 40 degree Celsius c. Maximum API Gravity of 18.5	<u>Experience:</u> The bidder shall have experience of successfully executing at least (one) Contract/order including manpower for providing flow assurance solutions (treatment of high wax content Asphaltenes, resins, aromatics) in vertical regime of crude oil production tubing of well in any E&P company (Companies involved in the exploration and production of crude oil and natural gas) during the last 10 (ten) years reckoned from the original bid closing date of this tender. The flow assurance solution implemented by the bidder shall include design of chemical solutions, supply of chemicals, supervision & monitoring of the flow assurance services. However, deployment of the chemical injection set-up may or may not be part of the scope of the above contract/ order.

(ii) Amendment of the following Clauses in A) SOW & B) SCC of the subject tender:

A) Section-II: Scope of Work (SOW):

Sl No.	Existing Clause	Amended Clause
1.0	1.0 Introduction: 1.5 The relevant available data and information pertaining to these wells has been detailed in Annexure-I below. Any data required apart from data detailed in Annexure-I shall be provided post issuance of LOA. It may be noted that actual conditions of the wells may change at the time of issuance of LOA and accordingly, OIL shall provide the then actual information and data of the wells post issuance of LOA.	1.0 Introduction: 1.5 The relevant available data and information pertaining to these wells has been detailed in Annexure-I below. Any data required apart from data detailed in Annexure-I shall be provided post issuance of LOA. It may be noted that actual conditions of the wells may change at the time of issuance of LOA and accordingly. OIL shall provide the then actual information and data of the wells post issuance of LOA. Well sample (if required and available) shall also be provided to the service provider. However, the service provider shall arrange to collect the well sample from OIL's representative at OIL's FHQ, Duliajan.
2.0	2.1 Contractor's Scope of Work: The brief scope of work is as follows: A. Study & Design Phase: Contractor shall study each well as and when advised by OIL and design their chemicals along with dosing rate against each well. They are required to thoroughly analyse the data provided in Annexure-I for developing their chemical and submit: a. Their recommendations to OIL within 20 (twenty) days from the date of acceptance of OIL's Letter of Award (LOA) by the service provider for downhole chemical injection in six (06) wells. b. Optimise chemical dosage rate. c. Artificial lift (Gas-lift/SRP), recommendations, if any. This shall be applicable in case OIL provides alternate wells other than the 06 (six) wells mentioned in Annexure-I.	2.1 Contractor's Scope of Work: The brief scope of work is as follows: A. Study & Design Phase: Post issuance of LOA, OIL shall provide the then actual information and data of the wells. Any data including well samples required, apart from data detailed in Annexure-I, and available with OIL shall also be provided to the contractor. Contractor shall study each well as and when advised by OIL and design their chemicals along with dosing rate against each well. They are required to thoroughly analyse the data provided in Annexure-I for developing their chemical and submit: a. Their recommendations to OIL for each well within 20 (twenty) days from the date of handing over of data of each well by OIL. b. Optimise chemical dosage rate.

	d. The proposed depth of chemical injection. This shall be applicable in case OIL provides alternate wells other than the 06 (six) wells mentioned in Annexure-I.	c. Artificial lift (Gas-lift/SRP), recommendations, if any. This shall be applicable in case OIL provides alternate wells other than the 06 (six) wells mentioned in Annexure-I. d. The proposed depth of chemical injection. This shall be applicable in case OIL provides alternate wells other than the 06 (six) wells mentioned in Annexure-I. NOTE: Payment shall be made only for the part of the work/job actually executed under the subject Contract, based on the actual quantity of work executed. No payment shall be made for any part of the work/job which is not executed under the subject Contract, irrespective of whether the price for such part of the work/job has been quoted by the bidder/Contractor in the Price Bid Format or not.
3.0	Section-II (Scope of Work) B. Execution Phase: The Contract shall be executed for each well depending on the mobilization notice issued by OIL. B.1 Mobilization notice for each well will be issued separately or in combination as OIL desires. The contractor shall be ready in all aspects to undertake operation within forty-five (45) days from the date of issuance of mobilization notice against each well. Mobilization shall be considered complete for each well individually based on the following – (i) Supply of 50 % chemicals for each well, calculated on pro-rata basis, at OIL's designated site within 45 days from the date of issuance of mobilization notice for each well. The remaining quantity of chemicals must be delivered in a staggered manner as below: a) 25 % of the remaining quantity shall be delivered within 180 days from the date of issuance of mobilization notice.	Section-II (Scope of Work) B. Execution Phase: The Contract shall be executed for each well depending on the mobilization notice issued by OIL. B.1 Mobilization notice for each well will be issued separately or in combination as OIL desires. The contractor shall be ready in all aspects to undertake operation within forty-five (45) days from the date of issuance of mobilization notice against each well. Mobilization shall be considered complete for each well individually based on the following – (i) Supply of 25 % chemicals for each well, calculated on pro-rata basis, at OIL's designated site within 45 days from the date of issuance of mobilization notice for each well. The remaining quantity of chemicals (balance 75 % of total quantity against each well) must be delivered in a staggered manner as below:

b) Final 25% of the remaining quantity shall be delivered within 365 days from the date of issuance of mobilization notice. ii) Requisite manpower, to undertake the supervision of the project including handling of chemicals for each well. The scope under the Contractor in execution phase shall be, but not limited to, as below: a. Services for supply of chemicals along with test reports. b. Supply the dozing chemicals at OIL's designated site(s). c. The chemicals shall be stored at OIL's designated site/ location/installation in OIL's operational area in Assam. Storage of the chemical and its transportation to designated well from storage location will be under OIL's Scope. d. Recommendation of chemical dozing rate against each well. e. Handling of the dozing chemicals at well site with service provider's own resources. f. Supervision of the chemical dozing operation throughout the tenure of the contract. g. Contractor shall monitor & advise the dosing performance against each well. h. Submission of daily progress report (DPR) against each well to OIL's representative (respective Installation Manager) for certification. i. Manpower should be provided for handling of the dozing chemicals and supervising the chemical dozing operation throughout the tenure of the contract.	a) 25 % of chemicals for each well shall delivered within 150 days from the date of issuance of mobilization notice. b) 25% of chemicals for each well shall be delivered within 300 days from the date of issuance of mobilization notice. c) 25% of chemicals for each well shall be delivered within 480 days from the date of issuance of mobilization notice. ii) Requisite manpower, to undertake the supervision of the project including handling of chemicals for each well. The scope under the Contractor in execution phase shall be, but not limited to, as below: a. Services for supply of chemicals along with test reports. b. Supply the dozing chemicals at OIL's designated site(s). c. The chemicals shall be stored at OIL's designated site/ location/ installation in OIL's operational area in Assam. Storage of the chemical and its transportation to designated well from storage location will be under OIL's Scope. d. Recommendation of chemical dozing rate against each well. e. Handling of the dozing chemicals at well site with service provider's own resources. f. Supervision of the chemical dozing operation throughout the tenure of the contract. g. Contractor shall monitor & advise the dosing performance against each well. h. Submission of daily progress report (DPR) against each well to OIL's
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		representative (respective Installation Manager) for certification. i. Manpower should be provided for handling of the dosing chemicals and supervising the chemical dosing operation throughout the tenure of the contract.
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B) Section-III: Special Conditions of Contract (SCC)

Sl Nos.	Existing Clause	Amended Clause
1.	1.0 MOBILIZATION: The Contractor must complete the Mobilization within forty-five (45) days from the date of issuance of respective Mobilization notice against each well. Mobilization shall be considered complete for each well individually based on the following – i) Supply of 50 % chemicals for each well, calculated on pro-rata basis, at OIL's designated site within 45 days from the date of issuance of mobilization notice for each well. The remaining quantity of chemicals must be delivered in a staggered manner as below: a) 25 % of the remaining quantity shall be delivered within 180 days from the date of issuance of mobilization notice. b) Final 25% of the remaining quantity shall be delivered within 365 days from the date of issuance of mobilization notice. ii) Requisite manpower, to undertake the supervision of the project including handling of chemicals for each well.	1.0 MOBILIZATION: The Contractor must complete the Mobilization within forty-five (45) days from the date of issuance of respective Mobilization notice against each well. Mobilization shall be considered complete for each well individually based on the following – (i) Supply of 25 % chemicals for each well, calculated on pro-rata basis, at OIL's designated site within 45 days from the date of issuance of mobilization notice for each well. The remaining quantity of chemicals (balance 75 % of total quantity against each well) must be delivered in a staggered manner as below: a) 25 % of chemicals for each well shall be delivered within 150 days from the date of issuance of mobilization notice. b) 25% of chemicals for each well shall be delivered within 300 days from the date of issuance of mobilization notice. c) 25% of chemicals for each well shall be delivered within 480 days from the date of issuance of mobilization notice. ii) Requisite manpower, to undertake the supervision of the project including handling of chemicals for each well.
2.	7.0 Liquidated Damages for Delay in Mobilization/Completion of Works and Services: 7.1 In the event of the Contractor's default in timely mobilization/completion within the stipulated	7.0 Liquidated Damages for Delay in Mobilization/Completion of Works and Services: 7.1 In the event of the Contractor's default in timely mobilization/completion within the stipulated

period, the Contractor shall be liable to pay liquidated damages as under: (i) The contractor must submit the report of the “Study & Design” for each well within a period of 20 (Twenty) days from the date of issuance of notification by OIL for each well. In case of default in timely submission of the “Study & Design” report, the Contractor shall be liable to pay liquidated damages @ 0.5% of the cost for “Study Phase with design of Chemicals per well”, per week or part thereof of delay subject to maximum ceiling of 7.5% of that value. (ii) In case of delay in scheduled mobilization within the period mentioned in Clause no. 1.0 of SCC above in any well, the Contractor shall be liable to pay liquidated damages @ 0.5% of the total contract value for the individual well calculated on pro-rata basis, per week or part thereof of delay, subject to maximum ceiling of 7.5% of that value. 7.2 GST shall not be applicable on Liquidated Damages.	period, the Contractor shall be liable to pay liquidated damages as under: (i) The contractor must submit the report of the “Study & Design” for each well within a period of 20 (Twenty) days from the date of handing over of data of each well by OIL. In case of default in timely submission of the “Study & Design” report, the Contractor shall be liable to pay liquidated damages @ 0.5% of the cost for “Study Phase with design of Chemicals per well”, per week or part thereof of delay subject to maximum ceiling of 7.5% of that value. (ii) In case of delay in scheduled mobilization within the period mentioned in Clause no. 1.0 of SCC above in any well, the Contractor shall be liable to pay liquidated damages @ 0.5% of the total contract value for the individual well calculated on pro-rata basis, per week or part thereof of delay, subject to maximum ceiling of 7.5% of that value. 7.2 GST shall not be applicable on Liquidated Damages.
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(iii) Modified BEC of the subject tender is enclosed as **ENCLOSURE-I.**

(iv) Bid Closing / Opening dates extended as per following:

- a. **Bid Closing date & Time extended up to: 22nd October’ 2026 [14:00 Hrs (IST)]**
- b. **Technical Bid Opening date & Time: 23rd October’ 2026 [14:00 Hrs (IST)]**

(v) All other Terms and Conditions of the Tender/Bid Document including previous amendments (if any) will remain unchanged.

Sd/-

(B. Borgohain)

Manager-Contracts (G)

For Chief General Manager-Contracts

REVISED BID EVALUATION CRITERIA (BEC)

1.0 VITAL CRITERIA FOR ACCEPTANCE OF BIDS

- 1.1** The bid shall conform generally to the full scope of work, specifications and terms & conditions given in this tender document. Bids shall be rejected in case material and services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and will not be considered for evaluation. All the documents related to BEC shall be submitted along with the Technical Bid.
- 1.2** Bidders are advised not to take any exception/deviations to the bid document. Exceptions/Deviations, if any, should be brought out and discussed during the pre-bid conference. After processing such suggestions, Company may communicate the changes, if any, through an addendum to the tender document. **Still, if any exceptions/deviations are maintained in the bid, such conditional/ nonconforming bids shall not be considered, but shall be liable for rejection.**

2.0 ELIGIBILITY CRITERIA:

The bidder must be incorporated/constituted in India and must maintain more than or equal to 20% local content (LC) for the offered services to be eligible to bid against this tender.

Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of **Purchase preference under Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India as revised vide Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 (and as amended 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.**

If such local content is not maintained during execution of contract, OIL reserves the right to invoke the Performance Securities submitted by the bidding and supporting companies, in addition to resorting to other options as may be deemed appropriate.

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

- a. Without specifying the unit rates and bid amount in the technical bid, the bidder must provide the specific percentage (%) of local content in their bid, without which the bid shall be liable for rejection being non-compliant.
- b. The Bidder shall submit an undertaking from their authorized signatory having the Power of Attorney along with the bid specifying the LC Percentage

and such undertaking shall become a part of the contract, if awarded [Format enclosed as **Proforma-P**].

Note: Bidder must not mention the LC % as more than XX% or between XX-YY%, the exact LC% must be categorically specified)

c. The aforesaid undertaking of the bidder shall also be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content.

d. Bidder to submit a copy of their Certificate of Incorporation/Registration in India.

e. Bids without the categoric mention of percentage of LC and undertakings as per the clause (b) & (c) and certificate as per (d) shall be liable for rejection.

3.0 TECHNICAL EVALUATION CRITERIA:

3.1 Experience: The bidder shall have experience of successfully executing at least (one) Contract/order including manpower for providing flow assurance solutions (treatment of high wax content Asphaltenes, resins, aromatics) in vertical regime of crude oil production tubing of well in any E&P company (Companies involved in the exploration and production of crude oil and natural gas) during the last 10 (ten) years reckoned from the original bid closing date of this tender. The flow assurance solution implemented by the bidder shall include design of chemical solutions, supply of chemicals, supervision & monitoring of the flow assurance services. However, deployment of the chemical injection set-up may or may not be part of the scope of the above contract/ order.

3.2 Notes to BEC clause no. 3.1 above:

- a) In support of the experience criteria of Clause No. 3.1 above, the bidder must furnish the following documentary evidence self-certified, in the form of:
- i. Copies of Relevant pages of the contract/order document showing contract/order Number, period of contract/order and detailed Scope of work etc.
 - ii. Copies of completion Certificate(s) or payment certificate(s) or Daily Progress Report(s) or any other documents which substantiates completion of the required jobs, issued by the client(s) with contact details of the issuing person/organization (e-mail address, Phone Number, Fax number etc.).
- b) Oil India Limited (OIL) reserves the right to contact the Client(s) referred by the Bidder for authentication of the documents submitted by the bidder. OIL may contact the clients/operators under intimation/copy to the respective bidder. OIL will not be responsible for Client(s) not conforming or not replying to OIL's request for information. If OIL does not get an affirmative response within the stipulated time then such Bidder's technical bid will be considered as non-responsive. It will be the responsibility of the Bidder to take up the matter with his Client(s) and arrange for the confirmation as desired by OIL.

- c) Only Letter of Intent (LOI)/Letter of Award (LOA) or Work Order(s) are not acceptable as evidence of experience.
- d) Mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of the parameter(s), as stipulated under Clause Nos. 3.1 will only be treated as acceptable experience.
- e) Job executed through 'sub-contracting' shall not be considered for evaluation.
- f) Job executed by a bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BEC.
- g) Bids submitted for part of the work will be rejected.
- h) Bid will be rejected if not accompanied with adequate documentary proof in support of Work experience as mentioned in Para 3.1.

3.3 MOBILIZATION TIME:

3.3.1 STUDY & DESIGN PHASE: Bidders are required to thoroughly analyze the data provided in **Annexure-I (enclosed in Scope of Work of this tender)** for developing their chemical and the successful bidder must submit their recommendations for each well to OIL within **20 (twenty) days from the date of handing over of data of each well by OIL.**

3.3.2 EXECUTION PHASE: The contractor shall complete the mobilization for the execution phase within **45 (Forty-Five) days** from the date of issuance of respective Mobilization Notice against each well.

NOTE: The bidders must confirm their compliance in their "Technical" bid to complete the mobilization within the stipulated time as mentioned above. Offers without confirmation of stipulated mobilization time or with mobilization time more than stipulated time will be summarily rejected.

3.4 Bids of those bidders who themselves do not meet the experience criteria as stipulated in **BEC Clause No. 3.1 above**, can also quote under the categories listed below:

A. ELIGIBILITY CRITERIA IN CASE BIDS ARE SUBMITTED ON THE BASIS OF TECHNICAL EXPERIENCE OF THE PARENT/SUBSIDIARY COMPANY:

Offers of those bidders (other than JV) who themselves do not meet the experience criteria as stipulated in clause no. 3.1 above can also be considered provided the bidder is a 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-subsidiary company or through any other arrangement like Technical Collaboration agreement.

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 **PROFORMA-Q**) between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee (as per **PROFORMA-R**) from the parent/subsidiary company to OIL for fulfilling the obligation under the Agreement, along with the technical bid.

B. ELIGIBILITY CRITERIA IN CASE BID IS SUBMITTED ON THE BASIS OF TECHNICAL EXPERIENCE OF SISTER-SUBSIDIARY/CO-SUBSIDIARY COMPANY:

Offers of those bidders (other than JV) who themselves do not meet the technical experience criteria stipulated in 3.1 above can also be considered based on the experience of their Sister Subsidiary/Co-Subsidiary company within the ultimate parent/holding company subject to meeting the following conditions:

- (a) Provided that the sister subsidiary/co-subsidiary company and the bidding company are both wholly owned subsidiaries of an ultimate parent/holding company either directly or through intermediate wholly owned subsidiaries of the ultimate parent/holding company or through any other wholly owned subsidiary company within the ultimate parent/holding company. Documentary evidence to this effect to be submitted by the ultimate parent/holding company along with the technical bid.
- (b) Provided that the sister subsidiary/co-subsidiary company on its own meets the technical experience criteria laid down in Clause 3.1 above and not through any other arrangement like technical collaboration etc.
- (c) Provided that with a view to ensure commitment and involvement of the ultimate parent/holding company for successful execution of the contract, the participating bidder must submit an agreement, as per format furnished vide **Proforma-S**, between them & their ultimate parent/holding company, along with the technical bid.

C. In the situations mentioned in Clause No. 3.4 A. and 3.4 B. above, following conditions are required to be fulfilled/documents to be submitted:

- (i) 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.

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

- (ii) The supporting company shall not be allowed to submit their separate/independent bid against the tender. In such case, all such bids shall be rejected. Also, bids having technical support from the same entity shall be rejected.

D. BIDS FROM INDIAN JOINT VENTURE (incorporated):

- (a) In case the bidder is Joint Venture, they must be registered in India and incorporated under the Companies Act 1956/Companies Act 2013/Limited Liability Partnership Act 2008 and any amendment thereunder. They should meet the technical qualification requirements as under:

- (i) The JV on its own shall meet the experience criteria as **per Clause No. 3.1** 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 **Clause No. 3.1** above.

Note:

- I. 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 during entire duration of the contract and extension, if any, thereof, failing which bid will be liable for rejection. Similarly, under such a situation the contract shall be liable for termination, if already awarded.
- II. Experience of the JV or its member (as the case may be) relying on the experience of its supporting company/subsidiary/co-subsubsidiary/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.
- III. The documents establishing experience of the JV or its member (as the case may be) shall be submitted as per **BEC Clause No. 3.1 above**.
- IV. The documents showing the existing shareholdings of the JV Partners must be submitted.

- (b) **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.

- (c) Indian bidders whose proposal for Joint Venture involves foreign equity participation or payment of royalty and / or lump sum for technical know-how and wherever Govt. approval is necessary, **are required to submit 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 should be provided as part of their technical offer.

- (d) Members of the JV are not allowed to quote separately/independently / or through any other arrangement like part of any other JV against this tender. All the bids received in such a case shall be summarily rejected. Further, all bids from parties with technical support from the same Principal shall be rejected.

E. In case of Clause nos. 3.4 A. or 3.4 B. or 3.4 D. above, bidders shall submit the following in addition to the documents mentioned above:

- i. Undertaking should be submitted by the supporting Company/JV Partner [on whose strength/support the bidder is bidding] (as per Clause no. 3.4 A. or 3.4. B. or 3.4 D. above) to provide additional Performance Security (as per **Proforma-T**) equivalent to 50% of the value of the Performance Security which is to be submitted by the bidding company in case the bidding company is the successful bidder. In cases where supporting company do not have Permanent Establishment in India, the bidding company can furnish Performance Security equivalent to 150% of the value of the Performance Security which is to be submitted by the bidding company. In such case the bidding company shall furnish an undertaking that their supporting company/JV partner is not having any Permanent Establishment in India in terms of Income Tax Act of India.
- ii. Undertaking from the supporting company/JV partner to the effect that in addition to invoking the performance security submitted by the contractor, the performance security provided by supporting company/JV partner shall be invoked by OIL due to non-performance of the contractor.
- iii. In case the contract is awarded based on the bid submitted as per Clause no. 3.4 A. or 3.4. B. or 3.4 D. above, in order to meet the commitment from the supporting firm based on whose technical experience the bidder has been qualified, the identified key personnel mentioned in Annexure-A (enclosed) shall be from the supporting firm for the entire duration of the contract. A declaration (as per format enclosed as Proforma-U) in this respect shall be submitted by the bidder as part of the technical bid.

4.0 FINANCIAL EVALUATION CRITERIA:

- 4.1** Annual Financial Turnover of the bidder from operations during any of preceding 03 (Three) financial/accounting years reckoned from the original bid closing date should be minimum **INR 11,33,86,000.00 (Indian Rupees Eleven Crore Thirty Three Lakh and Eighty-Six thousand only).**

[**Annual Financial Turnover** of the bidder from operations shall mean: "Aggregate value of the realisation of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91).]

- 4.2** Net worth of the bidder must be Positive for the financial/accounting year preceding the Original Bid Closing Date.

[**Net worth** shall mean: "Share capital + Reserves created out of profits and securities Premium – Aggregate value of accumulated losses (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"]

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

- (i) The parent/ ultimate parent / holding company (supporting company) should meet the Financial Evaluation Criteria stipulated in Clause Nos. 4.1 & 4.2 above.
- (ii) **Corporate Guarantee (PROFORMA-V2)** on parent/ultimate parent/holding company's (supporting company) letter head signed by an authorized official undertaking that they would financially support their subsidiary company for executing the project/job in case the same is awarded to them, and
- (iii) A certificate from the statutory Auditor of the bidding company as well as of the parent/ ultimate/ holding parent company (supporting company) to establish the relationship and equity percentage holding between bidding company and the supporting company. The certificates should be duly certified by the Company Secretary or one of the Directors of the company concerned.

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

4.4 If the Bidder is an **Incorporated Joint Venture (JV)** and does not meet financial criteria (BEC Clause Nos. 4.1 & 4.2) by itself, it can submit the bid based on the financial strength of its JV member having more than 50% stake in the JV and the following needs to be complied/submitted:

- (a) The member having **more than 50% stake** in the JV should meet the Financial Evaluation Criteria stipulated in **Clause Nos. 4.1 & 4.2 above**.
- (b) **Corporate Guarantee (PROFORMA-V1)** on the letter head of the member having more than 50% stake in the JV signed by an authorized official undertaking that they would financially support their JV for executing the project / job in case the same is awarded to them.
- (c) A certificate from the Statutory Auditor of the JV on the shareholding pattern of JV. The certificate should be duly concurred/ endorsed by the Company Secretary or one of the Directors of the company concerned or Managing/Authorized partner of the LLP.

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

- (d) 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.

4.5 **Notes to BEC Clause 4.0 above:**

- a. For proof of Annual Turnover from operation & Net worth any one of the following documents/photocopies must be submitted along with the bid:
- i. Financial Statements (Balance Sheet & Profit & Loss account along with all the schedules/notes forming part of the Balance sheet & Profit and Loss Account) audited by the auditors appointed under the statute like Companies Act etc. wherever applicable. In cases where the bidding/supporting company (as applicable) are not required to prepare Audited Financial Statements as per the Law of the Land of the country of the bidding/supporting JV partner as applicable, the bidder shall provide documentary evidence for the same along with a certificate from a practicing Chartered Accountant or equivalent to this effect. The bidder must also submit the financial statement as per the accounting standards of the country of the bidding/JV partner as the case may be, duly certified by the practicing-chartered accountant or equivalent.

OR

- ii. A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number & UDIN no), as per format prescribed in **Proforma-X**.

Notes:

- A. Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 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 or USD. Else, the Audited Balance Sheet and Profit & Loss Account shall be evaluated by considering the BC selling rate declared by State Bank of India (on the date on which the Audited Balance Sheet and Profit & Loss Account is signed) for conversion to INR.
- b. Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date /within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial /accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth 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-K**.

- c. In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.
- d. In case the bidder is a Government Department, they are exempted from submission of document mentioned under para **a.** and **b.** above.
- e. Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover and Net worth as mentioned above in Para 4.1 & 4.2.

5.0 COMMERCIAL EVALUATION CRITERIA:

- 5.1 The bids are to be submitted in single stage under Two Bid System i.e. Un-priced Techno-Commercial Bid and Price Bid together. The Un-priced techno-commercial bid (or Technical bid) must comprise of all the technical documents substantiating the previous experience, financial & technical credentials of the bidder and any other document as asked for in the bid document. **There should not be any indication of price in the Technical bid; otherwise, the bid shall be rejected straightway.**
- 5.2 Bidders must fill the '**PRICE BIDDING FORMAT /FINANCIAL DOCUMENT (PROFORMA-B)**' and compute **all-inclusive (including GST) bid value**. This **all-inclusive (including GST) bid value** is to be entered against the '**OFFER PRICE**' field in the GeM portal. The duly filled '**PRICE BID / FINANCIAL DOCUMENT**' in electronic form must be submitted by the bidders through GeM Portal only along with the **Financial Bid**. Any Financial Bid without the duly filled Price Bid may be liable for rejection.

Note: The breakup of the quoted / offered price, as per the prescribed Price Bid Format **MUST NOT** be uploaded with the technical bid; otherwise the bid **shall be rejected straightway**.
- 5.3 The quantities shown against each item in the BOQ/SOR shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual Quantity consumed, as the case may be.
- 5.4 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.
- 5.5 Bid security shall be furnished as a part of the Techno Commercial Un-Priced Bid. The amount and validity of bid security should be as specified in the forwarding letter/Introduction of this bid document. Any bid not accompanied by a proper bid security will be rejected.

- 5.6** Bids received through the GeM portal shall only be accepted. Any bid received in the form of Physical document/ Telex/Cable/Fax/E-mail will not be accepted.
- 5.7** Bids shall be typed or written in indelible ink.
- 5.8** 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.
- 5.9** Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.
- 5.10** 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)** Bid Security
 - (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)** Integrity Pact
- 5.11** There should not be any indication of price in the Un-priced Techno-Commercial Bid. A bid will be straightway rejected if this is given in the Un-priced Techno-Commercial Bid.
- 5.12** Bid received with validity of offer less than **120 (One Hundred Twenty)** days from Bid Opening Date will be rejected.
- 5.13** The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide “**Proforma-O/Integrity Pact**” of the tender document. This Integrity Pact Proforma has been duly signed digitally by OIL's competent signatory. The Proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.

- 5.14 Land Border Sharing:** Bidders should submit an Undertaking that, their bid is compliant to Order No. F.No. 6/18/2019-PPD dated 23.07.2020 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.
- 5.15 Document Authenticity Undertaking:** 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-J**.
- 5.16** Bidders should not be under liquidation/bankruptcy/undergoing any insolvency resolution process as on Bid Closing date. Bidders shall submit undertaking towards compliance of above as per **Appendix-1** along with the bid. If any bidder declines to submit the above undertaking, their bids shall be liable for rejection.
- 5.17** The bidder shall submit an undertaking/declaration as per **Appendix-2**, 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.

6.0 PRICE EVALUATION CRITERIA:

- 6.1** The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Evaluation Criteria mentioned above will be considered for Price Evaluation as per criteria given below.
- 6.2** It is to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.
- 6.3** The bidders are advised not to offer any discount/rebate separately and to offer their prices after considering discount/rebate, if any.
- 6.4** The rates/prices must be quoted in **Indian Rupees (INR) only**.

- 6.5** **Priced Bids shall be evaluated taking into account the Total Price (including all liabilities and GST) quoted against the “OFFER PRICE” field of the GeM portal.** The inter-se-ranking of the techno-commercially qualified bidders will be determined on overall lowest cost basis (L-1 offer) i.e. considering the Total quoted price inclusive of all liabilities and GST quoted against the “OFFER PRICE” field of the GeM portal.
- 6.6** Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.
- 6.7** In case of identical overall lowest offered rate by more than 01 (one) bidder, the selection will be made in accordance with GeM GTC.
- 6.8** 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.
- 6.9** Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids will be evaluated based on total price including GST.
- 6.10** Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to L-1 bidder.
- 6.11** If a bidder quotes Total Charges/Consideration as NIL, the bid shall be treated as unresponsive and will not be considered.
- 6.12** **CUSTOMS DUTY:** In terms of Sl. No. 229 of Table I of the Customs Notification No.45/2025-Cus dated 24.10.2025 (including amendments thereof), imports of the items specified in List 16 of the Notification are subject to levy of concessional rate of customs duty subject to conditions specified therein.

Bidders shall take note of the prevailing customs notifications including the latest amendment vide gazette Notification No. 45/2025-Customs dated 24.10.2025 and subsequent amendments thereof (if any) while quoting their prices. Bidder should consider concessional Customs Duty only for those items appearing in List-16 therein. Items of their import other than those appearing in List-16 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-16 of Customs Notification No. 45/2025 Customs dated 24.10.2025 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-16 of Notification No. 45/2025 Customs dated 24.10.2025, 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-16 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-16 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, provided the same are included in the Proforma-A submitted by the bidder.

7.0 GENERAL:

- 7.1** In case bidder takes exception to any clause of bidding document not covered under BEC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BEC.
- 7.2** To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC also and such clarifications fulfilling the BEC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be evaluated based on the submission. Clarifications if decided to be sought at the option of Company, the same shall be limited to the original submissions only and no independent fresh submission shall be called for/permitted. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.
- 7.3** If any of the clauses in the BEC contradict with other clauses of bidding document elsewhere, the clauses in the BEC shall prevail.
- 7.4** Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.
- 7.5** 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.

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

7.7 Bidder shall submit the prescribed checklists for BEC, Technical Criteria etc. If any bidder declines to submit the duly filled checklists, their bids shall not be considered for evaluation.

8.0 PURCHASE PREFERENCE CLAUSE:

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

8.1.1 Provisions such as seeking support (experience, financial strength etc.) from another company (Parent/Subsidiary Company/ JV Constituent etc.), wherever allowed in the tender document, shall be available to all interested bidders including MSEs. In those scenarios, MSEs quoting on the strength of supporting company will be eligible for Purchase Preference reserved for MSEs, provided they fulfil the following:

- i. If the bidder is bidding on the Technical Strength of the supporting company, the supporting company shall be MSE.
- ii. If the bidder is bidding on the Financial Strength of the supporting company, the supporting company shall be MSE.
- iii. If the bidder is bidding on the Technical and Financial Strength of the supporting companies, all the supporting companies shall be MSE.

8.1.2 **Documentation required to be submitted by MSEs:** Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. **CG-DL-E-26062020-220191 dated 26.06.2020** and Amendment vide Gazette Notification no. **CG-DL-E-16062021-227649 dated 16.06.2021** and **No. CG-DL-E-19012022-232763 dated 19.01.2022** and **CG-DL-E-06052022-235600 dated 06.05.2022** issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES, and any amendment thereof.

The bidder claiming the MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against this tender has to submit Udyam Registration Number with Udyam Registration Certificate along with the technical bid for availing the benefits applicable to MSEs.

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

8.1.3 The purchase preference for price matching shall be given to MSEs in the following order of preference:

1. SC/ST Women-owned MSEs
2. SC/ST owned MSEs

3. Women-owned MSEs

4. Other MSEs

All other guidelines issued in respect of benefits to MSEs shall prevail. Bidder claiming above relaxation/ exemption need to submit necessary documentary proof of their eligibility along with their techno-commercial bid. The certificate must be valid as on the bid closing date.

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

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

NOTES:

a. Services under this tender are not splittable.

b. The 'Total Price' shall be matched with that of the L1 bidder by reducing the differential rates proportionately against the line items where their rates/prices are found to be higher than that of the L1 bidder.

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

9.1 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 of the tender:

Sl. No.	Name of Independent Inspection Agency	Contact E-mail ID
i.	M/s. Alfred H Knight India Private Limited	a. rkjain@ahkggroup.com ; b. Pradeep.mathur@ahkggroup.com ; c. info@ahkggroup.com ;
ii.	M/s. TUV India Private Limited	a. noida@tuv-nord.com b. mumbai@tuv-nord.com c. salim@tuv-nord.com
iii.	M/s Conformity India International Private Limited	a. mktg@ciindia.in

iv.	M/s Ravi Energic Private Limited	a. baroda@ravienergic.com b. tpia@ravienergic.com
v.	M/s SGS India Private Limited	a. dhaval.vora@sgs.com b. sgs.india@sgs.com
vi.	M/s Assure Quality Management Certification Services Private Limited	a. aqmcs@aqmcs.com
vii.	M/s. ISSPL Limited	a. industrial_services@irclass.org b. oilandgas@irclass.org
viii.	M/s. TÜV Rheinland (India) Pvt. Ltd.	a. Shailesh.deotale@ind.tuv.com b. Kaushal.gohil@ind.tuv.com c. info@ind.tuv.com d. ravi.kumar@ind.tuv.com
ix.	M/s Gulf Lloyds (India) Limited	a. contact@gulflloyds.com b. inspection@gulflloyds.com
x.	M/s Baltic Testing India Pvt. Ltd.	a. office@balticcontrolindia.com
xi.	M/s Sanmarg Engineering Validation & Assessment	a. Amitra@sanmargeva.com
xii.	M/s Meenar Global Consultants LLP	a. sales@mgellp.in
xiii.	M/s Rites Limited	a. nrinspn@rites.com b. info@rites.com c. sbu.ninsp@rites.com
xiv.	M/s Bureau Veritas (India) Private Limited	a. bvindia.corporate@bureauveritas.com
xv.	M/s TUV SUD South Asia Private Limited	a. Hemant.chavan@tuvsud.com b. Jayashree.rane@tuvsud.com
xvi.	M/s Adornment Engineers India Private Limited	a. jks@adornmentengineers.com
xvii.	M/s TCRC Inspections Pvt. Ltd.	a. admin@tereinspections.com b. ashismallick@teregroup.com c. tenders@teregroup.com

9.2 Bidders are required to have their following documents verified and certified by any one of the empaneled Independent Third-party Inspection Agencies listed above:

(i) **Technical Criteria: BEC Clause nos. 3.1, 3.2 and 3.4 above**

(ii) **Bidder's Certificate of Incorporation, if applicable.**

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.

- 9.3 The verified and certified documents (as mentioned in Para 9.2 above) 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 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.
- 9.4 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. The bidders must present all relevant documents to any of the empaneled 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 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.
 - (c) On issuance of the Inspection Certificate to the bidder, TPI agency should share a copy of the same to the concerned Purchase officer through e-mail directly (Email ID: contract-global@oilindia.in). 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 empaneled third-party inspection agencies shall not automatically make the bidder techno-commercially-acceptable or eligible for award of contract.

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 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-Z**) enclosed should be submitted along with the Bid.
- (iii) In case of clarifications sought by OIL against BEC, 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.

10.0 COMPLIANCE OF THE COMPETITION ACT, 2002: The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation of the provisions of the Act shall attract penal action under the Act.

Annexure-A

Reference Clause no. 3.4 E. iii. of BEC, following is the list of identified key personnel which are to be deployed by the bidder from their supporting company/JV Partner for the entire duration of the contract:

Sl. No.	Key Personnel and Designation
Not applicable for this tender	

*****END OF BEC*****