

**NIT FOR TENDER NO. CGI0930P26**

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

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

Tender No	Bid Closing Date & Time	Service Description
CGI0930P26	21.01.2026 at 11:00AM	<b>CONSTRUCTION OF RCC RETAINING WALLS WITH COVER SLAB ALONG THE PIPELINE FOR 14" OD NAHARKATIYA BARAUNI PIPELINE (NBPL) AT HATINALA-MORAGHAT (NBPL KM 730-732), WB, FOR AN APPROXIMATE LENGTH OF 700 M</b>

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

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

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## **BID EVALUATION CRITERIA & BID REJECTION CRITERIA FOR THE TENDER**

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

1. All the documents related to BEC must be submitted along with the Techno-Commercial Bid. Otherwise, the bid will be considered as non-responsive and rejected.
2. Interested bidders shall have to submit the following documents to qualify for opening of the Price Bid:

#### **1.0 ELIGIBILITY:**

Ministry of Petroleum & Natural Gas vide Notification No. FP- 20013/2/2017-FP-PNG-Part(4) (E-41432) dated 26.04.2022 has notified that Public Procurement (Preference to Make in India), Order 2017 (PPP- MII) issued by DPIIT and as amended from time to time shall be applicable to all the Public Sector Undertakings and their wholly owned subsidiaries under MoP&NG with certain modifications.

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

Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of Purchase preference policy linked with Local Content (PP-LC) notified vide Letter No. FP- 20013/2/2017-FP-PNG-Part(4) (E-41432) dated 26.04.2022 by-MoPNG (including subsequent amendments thereof, if any) shall be applicable.

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

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

- (a) The Bidder must provide the percentage (%) of local content in their bid, without which the bid shall be summarily rejected being non-compliant.
- (b) The Bidder shall submit an undertaking as per Proforma-XIV from the authorized signatory of bidder 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
- (c) Bidder to submit a copy of their Certificate of Incorporation/registration in India.

Note:

- a) Original Bid Closing Date shall be considered for evaluation of BRC Criteria in case of any extension of the bid closing date.
- b) A job executed by a bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BEC.
- c) Joint Venture / Consortium: Joint Ventures / consortium are not permitted.

#### **1.1 TECHNICAL CRITERIA**

EXPERIENCE: The bidder must have successfully executed / completed similar Works over the last 7 (seven) years reckoned from the Original Bid Closing Date in Central / State Government / PSUs / Nationalized Banks / Public Limited Company as under:

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1. One similar completed work costing not less than the amount equal to **Rs. 78,18,448.84**

or

2. Two similar completed works each costing not less than the amount equal to **Rs. 48,86,530.52**

or

3. Three similar completed works each costing not less than the amount equal to **Rs. 39,09,224.42.**

Similar works shall mean:

**"JOB / WORK OF PROTECTION OF PIPELINE EXPOSURE BY CIVIL STRUCTURAL WORK / CIVIL WORK FOR CONSTRUCTION OF RETAINING WALL / CONSTRUCTION OF CIVIL STRUCTURE INVOLVING RCC WORK."**

Note:

(a) Experience of above similar work shall be for any Central Govt./ State Govt./ Semi-Govt./ Public Sector Undertaking/ State Govt. Enterprise/ any Public Limited Company within India and shall be in the name of bidder only. Bid/ contract from sister concern/ group company shall not be considered and shall be rejected.

(b) Job executed by a bidder for its own organization/ subsidiary shall not be considered as experience for the purpose under BEC and shall be rejected.

(c) Bids on Consortium or Joint venture basis are NOT acceptable.

(d) In case of tenders for Annual rate contracts / Maintenance and Service contracts, if the prospective bidder is executing rate / maintenance /service contract which is still running and the contract value / quantity executed prior to due date of bid submission is equal to or more than the minimum prescribed value in the BEC such experience will also be taken in to consideration provided that the bidder has submitted satisfactory work / supply / service execution certificate issued by end user.

#### **DOCUMENTARY EVIDENCE FOR TECHNICAL CRITERIA**

Documentary Evidence for proof of experience:

(a) Documentary proof must be furnished in support of the experience by way of purchase order / work order / contract document along with completion certificate from the organization to whom such services have been rendered.

(b) Completion Certificate issued by Project proponent (owner) in their letterhead having following details:

- Title of project/ contract
- Original period of service as per Letter of Award
- Date of start of the work
- Date of completion of the work
- Total executed value

Note:

It shall be the bidder's responsibility to ensure that the documents submitted in compliance of the experience criteria is clear and adequate. All documents relating to above BEC-BRC clauses must be submitted along with techno-commercial bid. These documents have to be produced by the bidder as and when asked for.

NON- SUBMISSION OF THE DOCUMENTS AS SPECIFIED IN BRC ABOVE WILL RESULT IN REJECTION OF BIDS.

2.2 All the supporting documents in compliance with BEC requirements above shall be scanned and uploaded along with the technical bid. Non-submission of the documents will result in rejection of bids.

2.3 Any bid not complying with BEC requirements shall be summarily rejected.

2.4 Original Bid Closing Date shall be considered for evaluation of BRC Criteria in case of any

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extension of the bid closing date.

2.5 Deviation to the following provision of the tender document liable for rejection of Bid:

- i. Firm price
- ii. EMD / Bid Bond
- iii. Scope of work
- iv. Specifications
- v. Price Schedule
- vi. Delivery / Completion Schedule
- vii. Period of Validity of Bid
- viii. Liquidated Damages
- ix. Performance Bank Guarantee / Security deposit
- x. Guarantee of material / work
- xi. Arbitration / Resolution of Dispute
- xii. Force Majeure
- xiii. Applicable Laws
- xiv. Integrity Pact, if applicable
- xv. Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.

2.6 The successful bidder /contractor shall undertake to indemnify the company against all claims which may arise under the under noted Acts during signing of the contract:

- a) The FACTORY Act - 1948
- b) The Minimum Wages Act 1948
- c) The Workman's compensation Act 1923
- d) The payment of wages Act 1963
- e) The payment of Bonus Act 1965
- f) The Contract Labour (Regulation and Abolition) Act 1970 and the rules framed thereunder.
- g) Employees' Pension Scheme 1995.
- h) Interstate Migrant (regulation of Employment and Condition of Service) Act 1979
- i) The Employees Provident Fund and Miscellaneous Provisions Act 1952
- j) AGST Act/VAT
- k) GST Act

In absence of requisite documents, OIL reserves the right to reject the bid without making reference to the bidder.

## **2.0 FINANCIAL CRITERIA**

- a) Bidder must have Annual financial turnover as per audited annual reports for any of the last 3(Three) accounting years, ending original bid closing date, of at least **Rs. 32,57,687.00**

Note: 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).

**b) Period for consideration: In any of preceding 3 financial years**

**c) Net worth: Positive for the preceding financial / accounting year.**

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

- d) ~~Considering the time required for preparation of Financial Statements, if the last date of preceding financial/ accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial/ accounting year excluding the~~

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~~preceding financial/ accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that the balance sheet/ Financial Statements for the financial year 2024-2025 (or as the case may be) has actually not been audited as on original bid closing date.~~

- e) For proof of Annual Turnover & Net worth any one of the following documents must be submitted along with the bid: -
- i) **A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number, Firm Registration Number and UDIN), certifying the Annual turnover & Net worth.**  
OR
- ii) Audited Balance Sheet along with Profit & Loss account.
- iii) **Mentioning of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019 by Chartered Accountant in Practice**
- g) 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 (Firm Registration Number) is not available. However, bidder will have to provide documentary evidence for the same.

#### **4.0 COMMERCIAL EVALUATION CRITERIA.**

- 1.0 The following points are deemed as “non-negotiable”, and offer shall be rejected straightaway without seeking clarification:
- i. Validity of bid shorter than validity indicated in the tender.
  - ii. Bid Security Refer “Proforma -BEC/BRC (3)”.
  - iii. In case the party refuses to sign Integrity Pact.
- 1.1 Bids are invited under **SINGLE STAGE COMPOSITE BID SYSTEM**. Bidders shall quote accordingly. **Please note that no price details should be furnished in the Technical (i.e. Unpriced) bid.** The “Unpriced Bid” shall contain all techno-commercial details except the prices, which shall be kept blank. The “Price Bid” must contain the price schedule and the bidder’s commercial terms and conditions. Bidder not complying with above submission procedure will be rejected. Bids shall be submitted under single stage COMPOSITE BID System i.e., Technical Bid and Priced Bid separately in the OIL’s e-Tender portal. The Technical Bid is to be uploaded as per Scope of Work & Technical Specification of the tender in “Technical Attachments” Tab and Priced Bid uploaded in the “Notes & Attachments” Tab. **Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two-bid system shall be rejected outright.**
- 1.2 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. Any bid not accompanied by a proper bid security will be rejected. In case of extension of Bid closing/ Opening Date, Bid Security validity should be extended suitably by the bidder, as and when advised by OIL. In case any bidder is exempted from paying the Bid security, they should upload the supporting documents along with their technical bid. The detailed guidelines for exemption of the Bid security are given in Clause No. 2.12 of Covering Letter of this tender. However, such bidders must submit the bid security declaration as per format enclosed in Proforma-VIII.
- 1.3 The prices offered will have to be firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and rejected.
- 1.4 Validity of the bid shall be minimum **90 days** from the final Bid Closing date. Bids with lesser validity will be rejected.

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- 1.5 All the Bids must be Digitally Signed using **Class III digital certificate** (ecommerce application) with 'Certificate Type: Organization Certificate' as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. The bid signed using other than "Class 3" and "Organization" digital certificate, will be rejected. Digital Signature Certificates having "Organization Name" field other than Bidder's Name are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable. Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable.
- 1.6 Successful bidder will be required to furnish a Performance Security within 30 days from the date of notification of the award and it should remain valid for a period of 03 (three) months beyond the date of completion of all contractual obligations of the supplier, including warranty / guarantee / defect liability period (if any). Performance guarantee shall be up to 10% of the contract value for which Contractor shall submit a Performance Security amounting to 2.5% of the contract value at the time of award of contract and remaining 7.5% shall be deducted from their running bill(s).
- 1.7 The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued & purchased the tender document online.
- 1.8 Bids containing incorrect statement will be rejected.
- 1.9 No offers should be sent by Telex, Cable, E-mail or Fax. Such offers will not be accepted.
- 1.10 The bidder shall submit an undertaking/declaration as per Annexure-VIII 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 forementioned 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.
- 1.11 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made.
- 1.12 Bidder shall submit the Price Break up as per the Price Breakup Format (Proforma-A). Bidders should fill up the annexure, sign and upload under "Notes & Attachments" >"Attachments" only.
- 1.13 Comparison of offers shall be done on total price quoted and contract shall be awarded to the lowest techno-commercially acceptable L1 bidder.
- 1.14 If there is any discrepancy between the unit price and the total price, the unit price will prevail, and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- 1.15 Price bids of only those bidders will be evaluated whose offers are found to be techno-commercially acceptable.
- 1.16 Purchase Preference (Linked with Local Content) (PP-LC) and purchase preference to MSE or MII bidders is not applicable against this tender.
- 1.17 The **Integrity Pact** is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed in the tender document. This Integrity Pact Proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact have

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been signed by the bidder's authorized signatory who sign the Bid. The name of the OIL's Independent External Monitors at present are as under:

Shri Ram Phal Pawar, IPS (Retd.),  
Former Director, NCRB, MHA Mobile No.: 8017017878  
E-mail id: [rpawar61@hotmail.com](mailto:rpawar61@hotmail.com)  
[ramphal.pawar@ips.gov.in](mailto:ramphal.pawar@ips.gov.in)

Shri Ajit Mohan Sharan, IAS (Retd.), Former Secretary,  
Ministry of Ayush, Govt. of India  
Mob No.: 9810701876  
E-mail: [ams057@gmai.com](mailto:ams057@gmai.com)

Dr. Ved Prakash, ITS (Retd.)  
Flat No. 902, Plot No. GH-26,  
Rainbow Apartments, Sector-43,  
Gurgaon-122009  
Mob No.9810546996  
E-mail: [ved60prakash@gmail.com](mailto:ved60prakash@gmail.com)

- 1.18 No press advertisement will be published regarding amendment to Bidding Document or extension of Bid Closing Date. The same will be uploaded in OIL's website and informed to all prospective bidders who have received the bidding documents. Bidders to keep themselves updated.
- 1.19 Other terms and conditions of the enquiry shall be as per General Condition of Contract-GCC. However, if any of the Clauses of the Bid Rejection Criteria / Bid Evaluation Criteria (BEC/BRC) mentioned here contradict the Clauses in GCC of the tender and/or elsewhere, those mentioned in this BEC/BRC shall prevail.
- 1.20 Bid Documents / User Id & Password for OIL's E-Tender portal are not transferable.
- 1.21 Any bid received in the form of Physical document/ Telex/Cable/Fax/E-mail will not be accepted.
- 1.22 There should not be any indication of price in the Un-priced Techno-Commercial Bid. If there is any indication of price in the Un-priced Techno-Commercial Bid, Such Bid will be rejected straightway.
- 1.23 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.
- 1.24 Original Bid closing date will be considered for evaluation of BEC/BRC criteria even in case of any extension of the original Bid Closing Date.
- 1.25 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/parameters, as the case may be.
- 2.0 Bidder must accept and comply with the following clauses as given in the Bid Document, failing which bid shall be liable for rejection:
  - a. Firm price
  - b. EMD / Bid Bond Bid Security Declaration
  - c. Scope of work
  - d. Specifications
  - e. Price schedule
  - f. Delivery / completion schedule
  - g. Period of validity of bid

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- h. Liquidated Damages
- i. Performance bank guarantee / Security deposit
- j. Guarantee of material / work
- k. Arbitration / Resolution of Dispute
- l. Force Majeure
- m. Applicable Laws
- n. Integrity Pact, if applicable

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

3.1 In case of identical lowest offered rate by more than 1 (one) bidder, the selection of L1 bidder will be chosen by draw of lots amongst the techno-commercially acceptable parties offering the same lowest price.

## **5.0 PRICE SCHEDULE:**

Bidder shall submit the Price Break up as per Price Bid Format. Bidders should fill up the proforma, sign and upload under “Notes & Attachments” >“Attachments” only. Evaluation of offers shall be done on as per price bid format.

5.1 **Comparison of offers shall be done on as per price bid format. Contract shall be awarded to the L1 bidder evaluated as per the price bid format.**

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

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

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

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

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

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

## **7.0 CRITERIA FOR LOCAL CONTENT (LC):**

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

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.FP20013/2/2017-FP-PNG-Part (4) (E41432) dated 26th April 2022, (including subsequent amendments thereof, if any) shall be applicable in this tender.

Only ‘Class-I & Class-II local supplier’ shall be eligible to bid against this tender. ‘Class-I local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50% as defined under this policy. ‘Class-II local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 20% as defined under this policy.

If such local content is not maintained during execution of contract, OIL reserves the right to

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invoke the Performance Securities submitted by the bidding and supporting companies, in addition to resorting to other options as may be deemed appropriate.

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

(a) The bidder must provide the percentage (%) of local content in their bid, without which the bid shall be summarily rejected being non-compliant.

(b) The Bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid, stating that the bidder meets the minimum LC requirement (equal to or above 20%) and such undertaking shall become a part of the contract, if awarded [Format enclosed as Proforma-VII].

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

9.0 **RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH INDIA**: Subject 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, Bidders should take note of the following:

8.1 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)].

8.2 "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

8.3 "Bidder from a country which shares a land border with India" for the purpose of this Order means:

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

8.4 The beneficial owner for the purpose of para 8.3 above will be as under:

8.4.1 In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation:

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

8.4.2 In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

8.4.3 In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical

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person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

- 8.4.4 Where no natural person is identified under (8.4.1) or (8.4.2) or (8.4.3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 8.4.5 In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- 8.5 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- 8.6 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. A declaration as per **Annexure-X** in this respect to be submitted by the bidder.
- 8.7 **Validity of registration:** In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.
- 8.8 The bidders to provide an undertaking as per **Annexure-XI** along with their bid complying with Clause No. 10.1 above. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.
- 9.0 **GENERAL:**
- 1.0** Submission of Forged Documents: Bidders should note that Company 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 and forfeit EMD / SD submitted by the bidder(s), besides taking action as per OIL's Banning Policy available in the OIL's website.
- 2.0** 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 BRC.
- 3.0** To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless Company is satisfied with the substantial responsiveness of the offer.
- 4.0** Bidder(s) must note that requisite information/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.
- 5.0** 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.

**6.0** If any of the clauses in the BEC/BRC contradicts with any of the clauses of the tender document/disclaimer/guideline/user manual/report or any other field displayed in the e-tender portal, the clauses in the BEC/BRC shall prevail.

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

Proforma-BEC/BRC (2):

**CERTIFICATE OF ANNUAL TURNOVER & NETWORTH**

(To be issued by practicing Chartered/Cost Accountant Firm  
on their Letter Head)

**TO WHOM IT MAY CONCERN**

This is to certify that the following financial positions extracted from the audited financial statement of M/s \_\_\_\_\_ (Name of the bidder) for the last three(3) completed accounting years up to \_\_\_\_\_ (as the case may be) are correct.

YEAR	TURNOVER(₹)	NETWORTH(₹)

Place:

Date:

Seal:

UDIN:

Membership Code and Registration No.

FRN:

Signature

\*\*\*End of BEC-BRC\*\*\*\*