

**OIL INDIA LIMITED**  
(A Government of India Enterprise)  
P.O. Duliajan – 786602, Assam, India  
Website: [www.oilindia.com](http://www.oilindia.com)

**Corrigendum No. 2 to IFB No. CPI2385P23**

**Hiring of Services for a GGS (Group Gathering Station) consisting of an OCS, ETP + STP and WIS at Lakwagaon in Sivasagar District, Assam on Build, Own, Operate and Transfer (BOOT) basis for a period of 10 (Ten) years from the date of successful commissioning with provision for extension by another 5 (Five) years.**

1. This Corrigendum is issued to notify that Terms and conditions, of the Bidding Document shall stand modified to the extent indicated here below under column “Modified Clause” of **Annexure- I**
2. Revised Bid Evaluation Criteria (BEC)/Bid Rejection Criteria (BRC) (Vol. I, Part 2) is enclosed as **Annexure- II.**
3. A site visit for all the bidders present in the pre-bid meeting is being planned along with officials of OIL & EPMC (M/s Kavin), after the pre-bid meeting i.e., on 04.02.2023. The bidders shall make their own arrangement to reach the site. Subsequent to the site visit on 04.02.2023, no further request for site visit shall be accepted from any bidder. However, bidder may visit the site after 04.02.2023 at their own arrangement.
4. All other terms and conditions of the tender remain unaltered.
5. All the prospective bidders are requested to regularly visit OIL’s website: [www.oil-india.com](http://www.oil-india.com) and e-procurement portal <https://etender.srm.oilindia.in/irj/portal> for further announcements/latest information related to this tender.

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**Annexure- I to**  
**Corrigendum No. 2 to IFB No. CPI2385P23**

**STATEMENT SHOWING EXISTING VIS-À-VIS MODIFIED PROVISIONS OF TERMS & CONDITIONS IN**  
**VARIOUS SECTIONS OF BIDDING DOCUMENT**

<b>SL No.</b>	<b>RFQ Section</b>	<b>CLAUSE NO.</b>	<b>Type</b>	<b>EXISTING PROVISION</b>	<b>MODIFIED PROVISIONS</b>
1	Tender Vol. I, Forwarding Letter	3.0 (xiv) “Duration of the Contract”	Modification	10 (Ten) years from the date of successful commissioning with provision for extension by another 5 (Five) years	Duration of the contract shall be 12 (Twelve) years from the date of LOA. Break-up of 12 years is as given below: i) 2 (two) years for construction of the entire plant. ii) Remaining 10 (ten) years is for Operation & Maintenance of the plant from the date of successful commissioning of the plant. Note: However, the contract shall have provision for extension by another 5 (Five) years after completion of initial O&M period 10 years upon mutual agreement by both the parties.
2	Tender Vol. I, Forwarding Letter	3.0 (xii) “Amount of Performance Security”	Modification	3% of Annualised Contract value. Refer Clause No. 23.0 of Instruction to Bidder (ITB)	i) 3% of annualised contract value as per existing Govt. guideline. However, in case of any change in Govt. guideline, the same shall be applicable at the time of award of contract. ii) The annualised contract value shall be worked out as under: Total Contract value / Total duration of the contract.  Article-5 in SCC stands deleted.  Refer Clause No. 23.0 of Instruction to Bidder (ITB)

3	Tender Vol. I, Part 2: BID EVALUATION CRITERIA (BEC)	Clause No 5.1 under BEC, Page no. 12 of 31 of NIT  "Annual Financial Turnover"	Modification	<p><b>a)</b> Annual Financial Turnover from operations of the Single Bidder or participating Bidder with Technical Collaboration during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be minimum <b>Rs. 31,60,00,000.00 (Rupees Thirty-one Crores and sixty lakhs only)</b> as per the Audited Annual Reports.</p> <p><b>b)</b> In the case bidder is a Consortium, the Annual Financial Turnover from operations of at least one member of the consortium in any of preceding 03 (three) financial/ accounting years, reckoned from the original bid closing date should meet minimum <b>Rs. 31,60,00,000.00 (Rupees Thirty-one Crores and sixty lakhs only)</b> as per the Audited Annual Reports and each of the other members of consortium should meet minimum <b>Rs. 31,60,00,000.00 (Rupees Thirty-one Crores and sixty lakhs only)</b> as per the Audited Annual Reports in any of preceding 03 (three) financial/accounting years, reckoned from the original bid closing date.</p> <p><b>c)</b> In the case bidder is a Incorporated Joint Venture company, who does not meet financial criteria by itself and submits bid based on the financial strength of its member having more than 50% stake in the JV, Annual Financial Turnover from operations of the member having more than 50% stake in the JV during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be minimum <b>Rs. 31,60,00,000.00 (Rupees Thirty-one Crores and sixty lakhs only)</b>. Documents need to be submitted along with the technical bid in support of above.</p>	<p><b>a)</b> Annual Financial Turnover from operations of the Bidder during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be minimum <b>Rs. 98,75,00,000.00 (Rupees Ninety Eight Crore Seventy Five Lakh only)</b> as per the Audited Annual Reports.</p> <p><b>b)</b> In the case bidder is a Consortium, the Annual Financial Turnover from operations of at least one member of the consortium in any of preceding 03 (three) financial/ accounting years, reckoned from the original bid closing date should be minimum <b>Rs. 98,75,00,000.00 (Rupees Ninety-Eight Crore Seventy Five Lakh only)</b> as per the Audited Annual Reports and each of the other members of consortium should be minimum <b>Rs. 49,37,50,000.00 (Rupees Forty Nine Crore Thirty Seven Lakh Fifty Thousand only)</b> as per the Audited Annual Reports in any of preceding 03 (three) financial/accounting years, reckoned from the original bid closing date.</p> <p><b>c)</b> In the case bidder is a Incorporated Joint Venture company, who does not meet financial criteria by itself and submits bid based on the financial strength of its member having more than 50% stake in the JV, Annual Financial Turnover from operations of the member having more than 50% stake in the JV during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be minimum <b>Rs. 98,75,00,000.00 (Rupees Ninety Eight Crore Seventy Five Lakh only)</b>. Documents need to be submitted along with the technical bid in support of above.</p>
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			<p><b>d)</b> 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, Annual Financial Turnover from operation of the parent/ ultimate parent / holding company (supporting company) during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be minimum <b>Rs. 31,60,00,000.00 (Rupees Thirty-one Crores and sixty lakhs only)</b>. Documents need to be submitted along with the technical bid in support of above.</p> <p>Note to 5.1: Annual Financial Turnover of the bidder from operations shall mean: “Aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (i.e., bidding entity, as the case may be) during a financial year” as per the Companies Act, 2013 Section 2 (91).</p>	<p><b>d)</b> 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, Annual Financial Turnover from operation of the parent/ ultimate parent / holding company (supporting company) during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be minimum <b>Rs. 98,75,00,000.00 (Rupees Ninety Eight Crore Seventy Five Lakh only)</b>. Documents need to be submitted along with the technical bid in support of above.</p> <p><b>Note to 5.1:</b> Annual Financial Turnover of the bidder from operations shall mean: “Aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (i.e., bidding entity, as the case may be) during a financial year” as per the Companies Act, 2013 Section 2 (91).</p>
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4	Tender Vol. I, Part 2: BID EVALUATION CRITERIA (BEC)	Clause No 5.2 under BEC, Page no. 13 of 31 "Net-worth of the Bidder"	Modification	<p><b>a)</b> Net-worth of the Single Bidder or participating Bidder with Technical Collaborator should be minimum <b>Rs 9,50,00,000.00 (Rupees Nine Crores and Fifty Lakhs only)</b> as per immediate preceding audited financial year result.</p> <p><b>b)</b> In the case bidder is a consortium, Net Worth of all the consortium partners individually should meet minimum <b>Rs 9,50,00,000.00 (Rupees Nine Crores and Fifty Lakhs only)</b> as per immediate preceding audited financial year result.</p> <p><b>c)</b> In the case bidder is a Incorporated Joint Venture company, who does not meet financial criteria by itself and submits bid based on the financial strength of its member having more than 50% stake in the JV, Net worth of the member having more than 50% stake in the JV (supporting company) should be minimum <b>Rs 9,50,00,000.00 (Rupees Nine Crores and Fifty Lakhs only)</b> for the accounting year preceding the original bid closing date.</p> <p><b>d)</b> 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, Net worth of the parent / ultimate parent / holding company (supporting company) should be minimum <b>Rs 9,50,00,000.00 (Rupees Nine Crores and Fifty Lakhs only)</b>for the accounting year preceding the bid closing date.</p>	<p><b>a)</b> Net-worth of the bidder should be minimum <b>Rs. 29,63,00,000.00 (Rupees Twenty Nine Crore Sixty Three Lakh only)</b> as per immediate preceding audited financial year result.</p> <p><b>b)</b> In the case bidder is a consortium, Net Worth of all the consortium partners individually should meet minimum <b>Rs. 29,63,00,000.00 (Rupees Twenty Nine Crore Sixty Three Lakh only)</b> as per immediate preceding audited financial year result.</p> <p><b>c)</b> In the case bidder is a Incorporated Joint Venture company, who does not meet financial criteria by itself and submits bid based on the financial strength of its member having more than 50% stake in the JV, Net worth of the member having more than 50% stake in the JV (supporting company) should be minimum <b>Rs. 29,63,00,000.00 (Rupees Twenty Nine Crore Sixty Three Lakh only)</b> for the accounting year preceding the original bid closing date.</p> <p><b>d)</b> 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, Net worth of the parent / ultimate parent / holding company (supporting company) should be minimum <b>Rs. 29,63,00,000.00 (Rupees Twenty-Nine Crore Sixty Three Lakh only)</b> for the accounting year preceding the bid closing date.</p>
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				<p><b>Note to 5.2:</b> Net worth shall mean: "the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation."</p> <p>Or</p> <p>"Share capital + Reserves created out of profits and securities Premium — Aggregate value of accumulated losses (excluding revaluation reserves) — deferred expenditure — Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation"</p>	<p><b>Note to 5.2:</b> Net worth shall mean: "the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation."</p> <p>Or</p> <p>"Share capital + Reserves created out of profits and securities Premium — Aggregate value of accumulated losses (excluding revaluation reserves) — deferred expenditure — Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation"</p>
5	Tender Vol. I, Part 2: BID EVALUATION CRITERIA (BEC)	Clause No 5.3 under BEC, Page no. 14 of 31  "Working Capital"	Modification	<p><b>a)</b> The Bidder should have minimum working capital equal to <b>Rs 9,50,00,000.00 (Rupees Nine Crores and Fifty Lakhs only)</b> as per immediate preceding audited financial year result.</p> <p><b>b)</b> Similarly, in case of consortium bidding the minimum cumulative working capital should be equal to <b>Rs 9,50,00,000.00 (Rupees Nine Crores and Fifty Lakhs only)</b> for the accounting year preceding the original bid closing date.</p> <p><b>c)</b> Similarly, in case the bidder is an Incorporated Joint Venture company, who does not meet financial criteria by itself and submits bid based on the financial strength of its member having</p>	<p><b>a)</b> The Bidder should have minimum working capital equal to <b>Rs. 29,63,00,000.00 (Rupees Twenty Nine Crore Sixty Three Lakh only)</b> as per immediate preceding audited financial year result.</p> <p><b>b)</b> Similarly, in case of consortium bidding the minimum cumulative working capital should be equal to <b>Rs. 29,63,00,000.00 (Rupees Twenty Nine Crore Sixty Three Lakh only)</b> for the accounting year preceding the original bid closing date.</p> <p><b>c)</b> Similarly, in case the bidder is an Incorporated Joint Venture company, who does not meet financial criteria by itself and submits bid based on the financial strength of its member having more than</p>

			<p>more than 50% stake in the JV, then the member having more than 50% stake in the JV should have minimum working capital equal to <b>Rs 9,50,00,000.00 (Rupees Nine Crores and Fifty Lakhs only)</b> as per immediate preceding audited financial year result.</p> <p><b>d)</b> Similarly, 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 of the parent/ultimate parent/holding company (supporting company) should have minimum working capital equal to <b>Rs 9,50,00,000.00 (Rupees Nine Crores and Fifty Lakhs only)</b> as per immediate preceding audited financial year result.</p> <p><b>e)</b> In case the working capital is short the bidder can supplement the same through line of credit from a scheduled commercial bank having net worth more than 100 Crores as per enclosed format. <b>[Annexure-F to BEC]</b>.</p> <p>Note: Working Capital shall mean “Current Assets minus Current liabilities” as per latest year’s audited consolidated annual Financial Statements.</p>	<p>50% stake in the JV, then the member having more than 50% stake in the JV should have minimum working capital equal to <b>Rs. 29,63,00,000.00 (Rupees Twenty Nine Crore Sixty Three Lakh only)</b> as per immediate preceding audited financial year result.</p> <p><b>d)</b> Similarly, 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 of the parent/ultimate parent/holding company (supporting company) should have minimum working capital equal to <b>Rs. 29,63,00,000.00 (Rupees Twenty Nine Crore Sixty Three Lakh only)</b> as per immediate preceding audited financial year result.</p> <p><b>e)</b> In case the working capital is short the bidder can supplement the same through line of credit from a scheduled commercial bank having net worth more than 100 Crores as per enclosed format. <b>[Annexure-F to BEC]</b>.</p> <p><b>Note:</b> Working Capital shall mean “Current Assets minus Current liabilities” as per latest year’s audited consolidated annual Financial Statements.</p>
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6	Tender Vol. I, Part 2: BID EVALUATION CRITERIA (BEC)	Clause No 5.4 under BEC, Page no. 15 of 31  "Bid Capacity"	Modification	<p>The bidding capacity of the Single Bidder or participating Bidder with Technical Collaborator or cumulative bidding capacity of the Consortium should be equal to or more than <b>Rs. 63,20,00,000.00 (Rupees Sixty-three Crores and 20 lakhs only)</b>. The bidding capacity shall be worked out by the following formula: Bidding Capacity = (A x 1.5] – B, where,</p> <p>A = Maximum annual turnover in any one of the preceding three financial years B = Commitments in next twelve months from the date of expiry of the bid validity as per enclosed format [<b>Annexure-G to BEC</b>]</p> <p>Notes: In case the bidder is an Incorporated Joint Venture company, who does not meet financial criteria by itself and submits bid based on the financial strength of its member having more than 50% stake in the JV, then the bidding capacity of the member having more than 50% stake in the JV should be equal to or more than <b>Rs. 63,20,00,000.00 (Rupees Sixty three Crores and Twenty lakhs only)</b></p> <p>Similarly, 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 of the bidding capacity of the parent/ ultimate parent / holding company (Supporting company) should be equal to or more than <b>Rs. 63,20,00,000.00 (Rupees Sixty three Crores and Twenty lakhs only)</b>.</p>	<p>The bidding capacity of the Single Bidder or participating Bidder with Technical Collaborator or cumulative bidding capacity of the Consortium should be equal to or more than <b>Rs. 197,50,00,000.00 (Rupees One Ninety-Seven Crore Fifty Lakh only)</b>.</p> <p>The bidding capacity shall be worked out by the following formula: Bidding Capacity = (A x 1.5] – B, where, A = Maximum annual turnover in any one of the preceding three financial years B = Commitments in next twelve months from the date of expiry of the bid validity as per enclosed format [<b>Annexure-G to BEC</b>].</p> <p>Notes: In case the bidder is an Incorporated Joint Venture company, who does not meet financial criteria by itself and submits bid based on the financial strength of its member having more than 50% stake in the JV, then the bidding capacity of the member having more than 50% stake in the JV should be equal to or more than <b>Rs. 197,50,00,000.00 (Rupees One Ninety Seven Crore Fifty Lakh only)</b>.</p> <p>Similarly, 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 of the bidding capacity of the parent/ ultimate parent / holding company (Supporting company) should be equal to or more than <b>Rs. 197,50,00,000.00 (Rupees One Ninety Seven Crore Fifty Lakh only)</b>.</p>
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7	Tender Vol. I, Part 3, Section V	<p>FORMAT FOR PRICE BID &amp; SCHEDULE OF PAYMENTS (Page No. : 07 of 18)</p> <p>Second paragraph under Note to "Clause no. 3: MONTHLY FIXED HIRE/ RENTAL CHARGES TOWARDS RECOVERY ON FIXED CAPITAL INVESTMENT"</p>	Modification	<p>"The Project investment cost calculated by Bidders independently shall be divided in to <b>equated monthly instalments</b> considering its required internal rate of return, such that pay back is completed during the 10 years operation period of the Project. The Bidders may offer such equated monthly instalments as monthly fixed charges towards return on fixed capital investment as per Schedule of Rates."</p>	Deleted
8	Tender Vol. I, Part 3, Section V:	<p>FORMAT FOR PRICE BID &amp; SCHEDULE OF PAYMENTS (Page No. :18 of 18)</p> <p><b>SOP Notes</b></p>	Modification	<p>Line item 2 is for WIS which includes Hire charges, O &amp; M charges, all other charges for the initial estimated period of 8-12 months since the WIS will be installed/ commissioned well ahead of OCS &amp; ETP (during which period, other utility packages like gas gensets, water, electricity may not be available). As soon as the entire plant including WIS become operational, Line item 2 will cease to exist and payment will be started as per Line item 3 a,b,c and so on. for the entire plant.</p>	<p>i) <b>Note-1 for SOP Line item 2:</b> WIS shall be commissioned within 18 months from the date of LOA/Mobilization notice, whichever is later.</p> <p>ii) "Hire charges towards capital investment" (SoP line item 2a) shall be paid after commissioning of WIS on monthly basis for 12 (twelve) months only upon commissioning of WIS within stipulated period of 18 months. In case, the WIS is commissioned beyond 18 (eighteen) months, then Hire charges towards capital investment shall also be paid after commissioning, on monthly basis for 12 (twelve) months. However, penalty will be applicable as per Article 14 of Special Conditions of Contract (SCC) in case of delay in commissioning of WIS beyond 18 (eighteen) months.</p>

					<p>iii) “Fixed O&amp;M cost” &amp; “Variable O &amp; M cost” (SoP line items 2b and 2c) for WIS shall be paid on monthly basis on actual, after commissioning of WIS till commissioning of OCS and ETP+STP (i.e., within the stipulated period of 24 months). In case there is delay in commissioning of OCS and ETP+STP beyond 24 months, the payment against Fixed O &amp; M cost and Variable O&amp;M cost for WIS shall be paid on pro-rata monthly basis for additional months.</p> <p>iv) Quantity and weightage shown against SoP line items 2b and 2c are worked out by considering 12 months O&amp;M period. In case O &amp; M of WIS is carried out beyond 12 months then payment against Fixed O &amp; M cost and Variable O &amp; M cost shall be paid on monthly basis (based on the unit rate in SoP line items 2b and 2c) for the additional months.</p> <p>v) As soon as the OCS &amp; ETP+STP become operational, SOP Line items 2b &amp; 2c will cease to exist. Thereafter, payment for entire plant (OCS, ETP+STP &amp; WIS) will be made on monthly basis as per SOP Line item 3a, 3b, 3c and so on for the entire plant till completion of O&amp;M period of 10 years.</p>
9	Tender Vol. I, Part 3, Section V	<p>FORMAT FOR PRICE BID &amp; SCHEDULE OF PAYMENTS (Page No. :18 of 18)</p> <p><b>SOP Notes</b></p>	Modification	<p>If COMPANY decides to extend the contract beyond 10th year, the rates for 11th to 15th year (or any extended period till 15th year) will be discussed and mutually agreed upon before the completion of 10th year. In this case of further extension, Hire/Rental charges will not be paid; only Fixed &amp; Variable costs for O &amp; M will be paid as per the agreed rate at the end of 10th year. Accordingly, BOOT Contractor has to agree for</p>	<p><b>Note-2 in case O&amp;M period is extended beyond 10 years:</b> If COMPANY decide to extend the contract beyond 10th year, the O &amp; M rates for next 5 (five) years or part thereof, shall be decided upon mutual discussion and agreed by both the parties. Under such circumstances, “<b>Fixed Hire Charges towards capital investment</b>” shall not be paid but only <b>Fixed O&amp;M Cost &amp; Variable</b></p>

				other terms and conditions in line with the present contract.	<b>O&amp;M Cost</b> will be paid as per the agreed rate for the extended period. The terms and conditions for the O & M contract for the extended period will be framed nearer the time.
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**Annexure- II to**  
**Corrigendum No. 2 to IFB No. CPI2385P23**



**TENDER FOR HIRING OF SERVICES FOR A  
GGS (GROUP GATHERING STATION)  
CONSISTING OF AN OCS, ETP+STP AND WIS  
AT LAKWAGAON IN SIVASAGAR DISTRICT,  
ASSAM ON BUILD OWN, OPERATE &  
TRANSFER (BOOT) BASIS**

**BID EVALUATION CRITERIA (BEC)**

**Tender No.: CPI2385P23**

**(Vol. I, Part 2)**

Prepared By:

KAVIN ENGINEERING AND SERVICES PRIVATE LIMITED  
COIMBATORE



**Volume-I Part-2**

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

This tender is floated for entering into service agreement with the lowest eligible bidder for **HIRING OF SERVICES FOR A GGS (GROUP GATHERING STATION) CONSISTING OF AN OCS, ETP+STP AND WIS AT LAKWAGAON IN SIVASAGAR DISTRICT, ASSAM, ON BUILD OWN, OPERATE & TRANSFER (BOOT) BASIS** for a period of 10 (Ten) years from the date of successful commissioning of the GGS with provision for extension by another 5 (Five) years.

**1.0 GENERAL CONFORMITY:**

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

**OIL reserves the right to ask for any Original or other relevant document to verify the certification as detailed in the following paragraphs**

**2.0 CRITERIA FOR LOCAL CONTENT (LC):**

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

Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of Public Procurement (Preference to make in India) Order, 2017 of Department of Promotion of Industry and Internal Trade (DPIIT), Govt. Of India as revised vide Order No. P45021/2/2017-PP (BE-II) dated 16<sup>th</sup> September 2020 (and as amended time to time) with modifications as notified vide MoP&NG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26<sup>th</sup> April 2022, shall be applicable.

If such local content is not maintained during execution of contract, OIL reserves the right to invoke the Performance Securities and additional Bank Guarantee 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 specific percentage (%) of local content in their bid, without which the bid is liable for rejection being non-compliant.
- b. The Bidder shall submit an undertaking from the authorised 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 **Annexure- A-1 to BEC**].
- c. The aforesaid undertaking of the bidder as stated in point (b) above shall also be supported by a certificate from the statutory auditor / cost auditor of the company (in case of companies) or

from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content. [Format enclosed as **Annexure- A-2 to BEC**].

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

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

**3.1** The Bidder shall be a BOOT (Build-Own-Operate-Transfer)/ BOO (Build- Own- Operate)/ BOOM (Build-Own-Operate-Maintain)/ BOT (Build-Operate-Transfer) Contractor.

**OR**

An EPC (Engineering, Procurement and Construction)/ LSTK (Lump Sum Turnkey) contractor and with Operation & Maintenance (O & M) experience.

**Bidder with only O&M experience is not eligible to bid as a Single Bidder or as a primary bidder in a Consortium/Parent-Subsidiary/Sister or Co-Subsidiary/Technical Collaboration etc.**

### **3.2 Qualifying Experience Criteria:**

3.2.1 The bidder shall have executed and completed at least one (1) "**Similar Work**" during last 7 years reckoned from the original BCD (Bid Closing Date).

3.2.2 Bidder shall confirm that there have been no material violations of applicable Environmental or Health and Safety laws or regulations at the cited project reference for qualification under 3.2.1 which have resulted in issuance of show cause notice against the bidder or O&M partner.

The Bidder shall submit an undertaking in this regard as per Format enclosed as **Annexure-B to BEC**.

#### **NOTE to Para 3.2:**

"**Similar Work**" mentioned shall mean execution of contract with minimum scope of work comprising of activities under (i) or (ii) or (iii) or (iv) i.e:

- i) **Bidder having experience of BOO/BOOT/BOOM/BOT:-** "Design, Engineering, Procurement, Construction, Commissioning of One (1) onshore/offshore Crude Oil Separation/Production/Processing Facility of minimum capacity of 1000 KLPD of gross liquid (crude oil + formation water)" or "Design, Engineering, Procurement, Construction, Commissioning of One (1) onshore/offshore Natural Gas Separation/Production/Processing Facility of minimum capacity of 1.0 MMSCMD of natural gas" in BOO/BOOT/BOOM/BOT basis with single point responsibility."

Bidder should have also executed operation and maintenance jobs of above Facility for a minimum period of 2 years after Commissioning (excluding PGTR period).

Note to (i):

- a) Crude Oil/Natural Gas Separation/Production/Processing Facility shall mean Group Gathering Station (GGS) or Oil collecting Station (OCS) or Field Gas Gathering Station (FGGS) or Natural Gas Processing Plant (GPP) or Offshore Processing Unit like Floating Production Storage and Offloading (FPSO)/Fixed Production/ Processing Platform/Facility or Crude Oil Refining/ Petrochemical Processing Facility.

- b) Experience in ETP/STP/RWTP, WIS, Gas Compression Plant, Gas Booster Plant/Station, Re-Gasification/Liquefaction Plant, Tank Farms/Terminal, Bowser Unloading Terminals, Utilities, Pipelines/ Pipeline Terminals will not be considered.

**OR**

- ii) **Bidder having experience of EPC/LSTK and required O&M experience in the reference job:-** “Design, Engineering, Procurement, Construction, Commissioning of One (1) onshore/offshore Crude Oil Separation/Production/Processing Facility of minimum capacity of 1000 KLPD of gross liquid (crude oil + formation water)” or “Design, Engineering, Procurement, Construction, Commissioning of One (1) onshore/offshore Natural Gas Separation/Production/Processing Facility of minimum capacity of 1.0 MMSCMD of natural gas” in LSTK/ EPC basis with single point responsibility.

Bidder should have also executed operation and maintenance jobs of above Facility for a minimum period of 2 years after Commissioning (excluding PGTR period).

**Note to (ii):**

- a) *Crude Oil/Natural Gas Separation/Production/Processing Facility* shall mean Group Gathering Station (GGS) or Oil collecting Station (OCS) or Field Gas Gathering Station (FGGS) or Natural Gas Processing Plant (GPP) or Offshore Processing Unit like Floating Production Storage and Offloading (FPSO)/Fixed Production/ Processing Platform/Facility or Crude Oil Refining/ Petrochemical Processing Facility.
- b) Experience in ETP/STP/RWTP, WIS, Gas Compression Plant, Gas Booster Plant/Station, Re-Gasification/Liquefaction Plant, Tank Farms/Terminal, Bowser Unloading Terminals, Utilities, Pipelines/ Pipeline Terminals will not be considered.

**OR**

- iii) **Bidder having experience of EPC/LSTK and does not have O&M experience in the same reference job :-** “Design, Engineering, Procurement, Construction, Commissioning of One (1) onshore/offshore *Crude Oil Separation/Production/Processing Facility* of minimum capacity of 1000 KLPD of gross liquid (crude oil + formation water)” or “Design, Engineering, Procurement, Construction, Commissioning of One (1) onshore/offshore Natural Gas Separation/Production/Processing *Facility* of minimum capacity of 1.0 MMSCMD of natural gas” in LSTK/ EPC basis with single point responsibility.

**AND**

Bidder should have also executed O&M jobs for a minimum period of 3 (Three) years in any other project/contract for onshore/offshore Crude Oil/Natural Gas Separation/Production/Processing Facility.

**Note to (iii):**

- a) *Crude Oil/Natural Gas Separation/Production/Processing Facility* shall mean Group Gathering Station (GGS) or Oil collecting Station (OCS) or Field Gas Gathering Station (FGGS) or Natural Gas Processing Plant (GPP) or Offshore Crude Oil/Natural Gas

Production/Processing Unit like Floating Production Storage and Offloading (FPSO)/Fixed Production/ Processing Platform or Crude Oil Refining/ Petrochemical Processing Facility.

- b) Experience in ETP/STP/RWTP, WIS, Gas Compression Plant, Gas Booster Plant/Station, Re-Gasification/Liquefaction Plant, Tank Farms/Terminal, Bowser Unloading Terminals, Utilities, Pipelines/ Pipeline Terminals will not be considered.

**OR**

- (iv) **Bidder having experience of EPC/LSTK and does not have O&M experience:** “Design, Engineering, Procurement, Construction, Commissioning of One (1) onshore/offshore Crude Oil Separation/Production/Processing Facility of minimum capacity of 1000 KLPD of gross liquid (crude oil + formation water)” or “Design, Engineering, Procurement, Construction, Commissioning of One (1) onshore/offshore Natural Gas Separation/Production/Processing Facility of minimum capacity of 1.0 MMSCMD of natural gas” in LSTK/ EPC basis with single point responsibility.

**AND**

O&M contractor as partner in Consortium/JV Partner as detailed in Para 4.0 below. The O&M partner should have executed O&M jobs for a minimum period of 3 (Three) years in an onshore/offshore Crude Oil/ Natural Gas Separation/ Production/ Processing Facility.

**Note to (iv):**

- a) Crude Oil/Natural Gas Separation/Production/Processing Facility shall mean Group Gathering Station (GGS) or Oil collecting Station (OCS) or Field Gas Gathering Station (FGGS) or Natural Gas Processing Plant (GPP) or Offshore Crude Oil/Natural Gas Production/Processing Unit like Floating Production Storage and Offloading (FPSO)/Fixed Production/ Processing Platform or Crude Oil Refining/ Petrochemical Processing Facility.
- b) Experience in ETP/STP/RWTP, WIS, Gas Compression Plant, Gas Booster Plant/Station, Re-Gasification/Liquefaction Plant, Tank Farms/Terminal, Bowser Unloading Terminals, Utilities, Pipelines/ Pipeline Terminals will not be considered.

**Notes to BEC Clause 3.0 (Technical Evaluation Criteria) above:**

In support of the experience criteria under of Clause No. 3.0 above, the bidder must furnish the following documents / photocopy (self- attested/attested) along with the bid:

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

- i) Work order no./Contract no.  
ii) Period of Service  
iii) Nature of Service

**or**

Latest SES (Service Entry Sheet) in case of running contract.

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



- i) Purchase Order (PO)/Work Order (WO)/Contract document showing PO No. /WO No./Contract No., scheduled completion date and details of work.
- ii) Any below mentioned certificate with date, sign/seal of Client, contact details of the Client /End user for which the project was executed:

Job Completion certificate/commissioning certificate/handing over certificate bearing acceptance by Client/ completion OR Proof of settlement / release of final payment against the contract/ Completion of Defect Liability Period (OR) any performance certificate issued by Client/End user that can substantiate the satisfactory execution of contract.

**Note to (A) & (B) above:**

- i) Only Letter of Intent (LOI)/Letter of Award (LOA)/ Notice of Award (NOA)/ Fax of Award (FOA) or Work Order(s) are not acceptable as evidence for qualification.
- ii) In case bidder has completed jobs mentioned under “similar work” as part of ongoing contract, fulfillment of all activities mentioned under stipulated under clause no. 3.2 will only be treated as acceptable experience.
- iii) Work executed through ‘sub-contracting’ shall not be considered for evaluation.
- iv) Work executed by a bidder for its own organization/subsidiary/Joint Venture cannot be considered as experience for the purpose of meeting BEC.
- v) Bids submitted for part of the work will be rejected.

**4.0 BIDDER ELIGIBILITY CRITERIA:**

Bidder can quote under any of the below mentioned category:

**4.1 Single entity bidder (called Single Bidder)**

Single entity being a company incorporated under the provisions of the Companies Act 1956/ Companies Act 2013 (as amended from time to time) and qualifying based on their own experience.

**4.2 Consortium Bid:**

A group of Entities (each referred to as a “Member”) coming together to implement the Project (“Consortium”), wherein, such Consortium shall not have more than 3 (three) Members including Leader.

In case the bidder is a Consortium of Companies, the following requirements must be satisfied by the bidder:

- i) Bidder in a Consortium: The Principal bidder is to be incorporated in India and shall maintain more than 20% local content of offered service as mentioned in clause 2.0; the principal bidder will be the Leader for the purpose of Bid and submit the bid on behalf of the consortium.
- ii) Any member of the consortium on its own shall satisfy the minimum experience requirement as per Clause No. 3.1 & 3.2 above and should not rely on its consortium partners, subsidiary/parent company/co-subsiary or through any other arrangement like Technical Collaboration agreement for meeting the experience criteria.

iii) Each member in a consortium may only be a legal entity and not individual person. The consortium member descriptions shall indicate what type of legal entity the member is and its jurisdiction of incorporation (or of establishment as a legal entity other than as a corporation) and provide evidence by a copy of the articles of incorporation (or equivalent documents)

iv) Bid shall specifically identify and describe each member of consortium.

Only the principal bidder of the consortium should register in the e-tender portal and submit bid on behalf of the Consortium. The other members of the Consortium shall ratify all the acts and decisions of the Leader of Consortium, which are taken in connection with and/or during the evaluation of the tender and execution of the contract.

v) For Consortium, bidder shall submit agreement/MOU (duly executed by the Authorized Executives of the consortium members and notarized) along with the bid clearly defining the scope and responsibility of each member including identification of one member that will assume and discharge the responsibility of the leader for execution of the contract. The distribution of work among leader and other member of consortium shall be identified in MOU and not to be changed later.

In case of successful Bidder, the MOU shall be converted to a definite Agreement before signing the contract and this agreement must remain in force at least till the pendency of the contract.

The MOU/Agreement should be legally valid i.e., it should be on a non-judicial stamp paper and notarized. In case of involvement of overseas bidder/consortium partner, the MOU/Agreement should be notarized/endorsed by Indian Embassy.

vi) Constitution of Consortium: If during evaluation of bid, a consortium leader proposes any alterations/changes in the constitution or replacement or inclusion or expulsion of any partner(s)/member(s) of the consortium which had originally submitted the bid, to derive some advantages/benefits based on any development(s) having come to his knowledge at any time, the bid of such a consortium shall be liable for rejection. Similarly, under such a situation the contract shall be liable for termination, if already awarded.

vii) The performance security shall be in the name of the leader on behalf of the consortium.

viii) Each authorized member of consortium shall be jointly and severally responsible for the performance of the contract and discharge of the contractor's obligations and liabilities under the contract. (Authorization certificates shall be attached.)

ix) In case any one or more member(s) of the Consortium back/s out or is declared bankrupt or in any other way becomes incapable of execution of the project, the remaining member/s shall have to take the entire responsibility of the project completion failing which PBG will be invoked.

The MOU/Agreement as above in Clause (v) above shall contain appropriate terms to that effect.

x) No change in Project plans or timelines or pricing will be permitted as a consequence of any withdrawal or failure to perform by consortium member.

- xi) Consortium members shall give power of attorney to the leader to incur liabilities and receive instruction from OIL/EPMC for and on behalf of any and all members of Consortium.
- xii) Bidder/Consortium members submitting their bid shall not be under liquidation, court receivership or similar proceedings and shall submit a declaration in this regard.
- xiii) The leader of the consortium on behalf of the consortium shall coordinate with OIL during the period the bid is under evaluation as well as during the execution of works in the event contract is awarded and he shall also be responsible for resolving dispute/misunderstanding/undefined activities, if any, amongst all the consortium members.
- xiv) Any correspondence exchanged with the leader of consortium shall be binding on all the consortium/joint venture members.
- xv) Members of the consortium are not allowed to quote separately/ independently against this tender. All the bids received in such case shall be summarily rejected. Further, all bids from parties with technical support from the same Principal shall be rejected.
- xvi) Certified copies (attested by Director/Company Secretary) of Board resolutions passed by respective Board of Directors of the companies (Consortium leader and members) agreeing to entering into such consortium with each other for submission of bid for the NIT and authorizing designated executives of each company to sign in the MOU to be provided along with the technical bid.
- xvii) Payment shall be made by OIL only to the leader of the consortium towards fulfilment of contract obligations.
- xviii) In case of consortium bids, the bid shall be signed/ digitally signed in line with tender stipulation by the leader of consortium. The power of attorney from each member authorizing the leader for signing and submission of Bid on behalf of individual member must accompany the bid offer.

#### **4.3 Bid from Indian Company with Technical Collaboration:**

In case of Indian Companies wishing to bid with technical collaboration from Indian/foreign partners, the following conditions will have to be met:

- i) The primary bidder (Indian Company) shall have an experience of successfully completing at least 01 (one) no. of work of construction of a refinery/ petrochemical plant/chemical plant/hazardous chemical plant on its own during the last 07 (Seven) years to be reckoned from the original bid closing date, in case they do not have the requisite qualifying experience of upstream Oil/Gas processing installations as detailed in Para 3.2. In support of the experience, the bidder shall submit documentary evidence as per Para 3.1. Only the independent experience of the primary bidder shall be considered for the purpose of this tender. The experience of the primary bidders with other firms/Technical Collaborator/JV partner/subcontracting/under supervision of either client or other professionals shall not be qualified.
- ii) The Technical Collaborator on its own shall meet the experience criteria Clause No. 3.1 & 3.2 above. The experience of the Technical Collaborator with other firms shall not be qualified. In this regard, the documents establishing experience of the Technical Collaborator shall be submitted as per Clause “**Notes to BEC Clause 3.0 (Technical Evaluation Criteria)**” above.

- iii) Indian bidders quoting based on technical collaboration shall submit a duly Notarized Memorandum of Understanding (MOU)/Agreement with their technical collaborator clearly indicating their roles and responsibilities under the scope of work which shall be addressed to OIL and shall remain valid and binding for the contract period under this tender.
- iv) The primary bidder shall be responsible for executing the LC clause as given in Para 2.0 (b)- "Eligibility Criteria".
- v) Indian bidder and Technical Collaborator are not allowed to quote separately/ independently against this tender. All the bids received in such case shall be summarily rejected.

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

- i) In case the bidder is Joint Venture Company, they must be registered in India and incorporated under the Companies Act 1956 (and any amendment thereunder) and shall maintain more than or equal to 20% local content of offered service as mentioned in clause 2.0.
- ii) For purpose of technical qualification, following conditions must be fulfilled:
  - A. The JV on its own shall meet the experience criteria as per Para 3.0.

**OR**

- B. Any member of the JV having a stake of at least 26% in the JV, on its own shall meet experience requirement as per Para 3.0.

#### **Notes:**

- a) In case of Clause 4.4.ii.B above, an undertaking from the Joint Venture partner, based on whose experience the JV seek qualification, shall be submitted with the techno commercial bid stating that they shall maintain minimum 26% shareholding in the JV till the execution of the contract.
  - b) The JV or its member (as the case may be) shall not rely on the experience of its supporting company/ subsidiary/ co-subsiary/ sister subsidiary/ parent/ holding/ affiliating/ associate company or through any other arrangement like technical collaborator for meeting the technical criteria.
  - c) The documents establishing experience of the JV or its member (as the case may be) shall be submitted as per Clause 3.2.
  - d) Members of the JV are not allowed to quote separately/ independently against this tender. All the bids received in such case shall be summarily rejected.
- iii) **Constitution of Joint Venture:** The members of the JV should not be more than 3 (three). If during evaluation of bid, a JV leader proposes 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, to drive some advantages/benefits based on any development(s) having come to his knowledge at any time, 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.

- iv) **Indian Companies/Joint Venture companies (Incorporated JV):** Indian bidders whose proposal for Joint Venture involves foreign equity participation or payment of royalty and /or lumpsum for technical know-how and wherever Govt. approval is necessary, are required to submit copy of Govt. approval, on their application submitted to SIA/RBI, prior to the date of price bid opening. Confirmation to this effect and declaration on the same to be provided as part of their technical offer.

#### **4.5 Bid submitted by bidder on the basis of the Technical Experience of Parent/Subsidiary Company:**

Offers of those bidders who themselves do not meet the experience criteria as stipulated in Clause No. 3.1 and 3.2, can also be considered provided the bidder is a subsidiary company of the parent company (supporting company) in which the parent company has wholly owned stake or parent company can also be considered on the strength of its wholly owned subsidiary (supporting company). However, the parent/subsidiary company of the bidder should on its own meet the experience as stipulated in Clause No. 3.0 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 etc.

In case of 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 for successful execution of the contract, the participating bidder should enclose a Parent/Subsidiary Guarantee (as per format enclosed as **Annexure-C(I) to BEC** between the parent and the subsidiary company or vice-versa and Parent/ Subsidiary Guarantee (as per format enclosed as **Annexure-C(II) to BEC** from the parent/subsidiary company to OIL for fulfilling the obligation under the Agreement, along with the technical bid.

Parent/Subsidiary Company is not allowed to quote separately/ independently against this tender. All the bids received in such case shall be summarily rejected.

The participating bidder must be incorporated in India and maintaining more than or equal to 20% local content of offered service as mentioned in clause 2.0.

#### **4.6 In case Bid is submitted on the basis of the Technical Experience of Sister Subsidiary/Co-Subsidiary Company**

Offers of those bidders who themselves do not meet the technical experience criteria as stipulated in Clause No. 3.0 above can also be considered based on the experience of their Sister Subsidiary/Co-Subsidiary company (Supporting Company) within the ultimate parent/holding company subject to meeting the following conditions:

- i) 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/ holding parent company. Documentary evidence to this effect to be submitted by the ultimate parent/holding company along with the technical bid.
- ii) Provided that the sister subsidiary/co-subsidiary company on its own meets the experience criteria stipulated in the Clause 3.0 above and not through any other arrangement like Technical Collaboration agreement etc.

- iii) Provided that with a view to ensure commitment and involvement of the ultimate parent/holding company for successful execution of the contract, the participating bidder must submit an agreement, as per format furnished vide **Annexure-D to BEC**, between them, their ultimate parent/holding company, along with the technical bid.
- iv) Sister-subsiary / Co-subsiary Company is not allowed to quote separately/ independently against this tender. All the bids received in such case shall be summarily rejected.
- v) The participating bidder must be incorporated in India and maintaining more than or equal to 20% local content of offered service as mentioned in clause 2.0

**Note to BEC Clause 4.0:**

(A) In case of situations mentioned in Para 4.5 & 4.6 above, bidders shall submit following:

i) Undertaking by the Supporting Company to provide an additional Performance Security (as per format and instructions enclosed), 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, the Supporting Company do not have Permanent Establishment in India, the bidding company can furnish this additional Performance Security on behalf of the supporting company in addition to their own Performance Security as per tender. In such case, bidding company shall furnish an undertaking that their foreign based supporting company/ultimate parent company is not having any Permanent Establishment in India in terms of Income Tax Act of India.

ii) Undertaking from the supporting company to the effect that in addition to invoking the Performance Security submitted by the Contractor, the additional BG provided by the supporting company shall be invoked by OIL due to non-performance of the Contractor.

(B) Bidders quoting on the technical strength of Parent/Subsidiary/ Sister-Subsidiary/Technical Collaborator/Joint Venture member Company's experience (who qualifies the Technical requirement as per the tender qualifying criteria) should provide the respective services including key personnel for a minimum duration of 70% of construction period till Commissioning of GGS Plant and for a minimum duration of 20% of O&M period during execution of the contract. A declaration as per **Annexure-E to BEC** in this respect to be submitted as part of technical bid.

**5.0 FINANCIAL EVALUATION CRITERIA:**

The following Annual 'Financial Turnover' and 'Net Worth' shall have to be met by the bidder. [In case of bids from consortium/parent subsidiary/sister subsidiary/technical collaboration/JV etc., supporting documents as per the **Notes from (3) to (6)** below are to be submitted along with the bid.]

Clause No.	Parameter	Financial Criteria
5.1	Annual Financial Turnover	<p>a) Annual Financial Turnover from operations of the Bidder during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be minimum Rs. 98,75,00,000.00 (Rupees Ninety Eight Crore Seventy Five Lakh only) as per the Audited Annual Reports.</p> <p>b) In the case bidder is a Consortium, the Annual Financial Turnover from operations of at least one member of the consortium in any of preceding 03 (three) financial/ accounting years, reckoned from the original bid closing date should be minimum Rs. 98,75,00,000.00 (Rupees Ninety-Eight Crore Seventy Five Lakh only) as per the Audited Annual Reports and each of the other members of consortium should be minimum Rs. 49,37,50,000.00 (Rupees Forty Nine Crore Thirty Seven Lakh Fifty Thousand only) as per the Audited Annual Reports in any of preceding 03 (three) financial/accounting years, reckoned from the original bid closing date.</p> <p>c) In the case bidder is a Incorporated Joint Venture company, who does not meet financial criteria by itself and submits bid based on the financial strength of its member having more than 50% stake in the JV, Annual Financial Turnover from operations of the member having more than 50% stake in the JV during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be minimum Rs. 98,75,00,000.00 (Rupees Ninety Eight Crore Seventy Five Lakh only). Documents need to be submitted along with the technical bid in support of above.</p> <p>d) 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, Annual Financial Turnover from operation of the parent/ ultimate parent / holding company (supporting company) during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be minimum Rs. 98,75,00,000.00 (Rupees Ninety Eight Crore Seventy Five Lakh only). Documents need to be submitted along with the technical bid in support of above.</p> <p>Note to 5.1: Annual Financial Turnover of the bidder from operations shall mean: "Aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (i.e., bidding entity, as the case may be) during a financial year" as per the Companies Act, 2013 Section 2 (91).</p>

Clause No.	Parameter	Financial Criteria
5.2	Net worth	<p>a) Net-worth of the bidder should be minimum Rs. 29,63,00,000.00 (Rupees Twenty Nine Crore Sixty Three Lakh only) as per immediate preceding audited financial year result.</p> <p>b) In the case bidder is a consortium, Net Worth of all the consortium partners individually should meet minimum Rs. 29,63,00,000.00 (Rupees Twenty Nine Crore Sixty Three Lakh only) as per immediate preceding audited financial year result.</p> <p>c) In the case bidder is a Incorporated Joint Venture company, who does not meet financial criteria by itself and submits bid based on the financial strength of its member having more than 50% stake in the JV, Net worth of the member having more than 50% stake in the JV (supporting company) should be minimum Rs. 29,63,00,000.00 (Rupees Twenty Nine Crore Sixty Three Lakh only) for the accounting year preceding the original bid closing date.</p> <p>d) 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, Net worth of the parent / ultimate parent / holding company (supporting company) should be minimum Rs. 29,63,00,000.00 (Rupees Twenty-Nine Crore Sixty Three Lakh only) for the accounting year preceding the bid closing date.</p> <p>Note to 5.2: Net worth shall mean: "the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation."</p> <p>Or</p> <p>"Share capital + Reserves created out of profits and securities Premium — Aggregate value of accumulated losses (excluding revaluation reserves) — deferred expenditure — Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation"</p>



Clause No.	Parameter	Financial Criteria
5.3	Working Capital	<p>a) The Bidder should have minimum working capital equal to Rs. 29,63,00,000.00 (Rupees Twenty Nine Crore Sixty Three Lakh only) as per immediate preceding audited financial year result.</p> <p>b) Similarly, in case of consortium bidding the minimum cumulative working capital should be equal to Rs. 29,63,00,000.00 (Rupees Twenty Nine Crore Sixty Three Lakh only) for the accounting year preceding the original bid closing date.</p> <p>c) Similarly, in case the bidder is an Incorporated Joint Venture company, who does not meet financial criteria by itself and submits bid based on the financial strength of its member having more than 50% stake in the JV, then the member having more than 50% stake in the JV should have minimum working capital equal to Rs. 29,63,00,000.00 (Rupees Twenty Nine Crore Sixty Three Lakh only) as per immediate preceding audited financial year result.</p> <p>d) Similarly, 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 of the parent/ultimate parent/holding company (supporting company) should have minimum working capital equal to Rs. 29,63,00,000.00 (Rupees Twenty Nine Crore Sixty Three Lakh only) as per immediate preceding audited financial year result.</p> <p>e) In case the working capital is short the bidder can supplement the same through line of credit from a scheduled commercial bank having net worth more than 100 Crores as per enclosed format. [Annexure-F to BEC].</p> <p>Note: Working Capital shall mean “Current Assets minus Current liabilities” as per latest year’s audited consolidated annual Financial Statements.</p>

Clause No.	Parameter	Financial Criteria
5.4	Bid Capacity	<p>The bidding capacity of the Single Bidder or participating Bidder with Technical Collaborator or cumulative bidding capacity of the Consortium should be equal to or more than Rs. 197,50,00,000.00 (Rupees One Ninety-Seven Crore Fifty Lakh only).</p> <p>The bidding capacity shall be worked out by the following formula: Bidding Capacity = (A x 1.5) – B, where,</p> <p>A = Maximum annual turnover in any one of the preceding three financial years</p> <p>B = Commitments in next twelve months from the date of expiry of the bid validity as per enclosed format [Annexure-G to BEC].</p> <p>Notes: In case the bidder is an Incorporated Joint Venture company, who does not meet financial criteria by itself and submits bid based on the financial strength of its member having more than 50% stake in the JV, then the bidding capacity of the member having more than 50% stake in the JV should be equal to or more than Rs. 197,50,00,000.00 (Rupees One Ninety Seven Crore Fifty Lakh only).</p> <p>Similarly, 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 of the bidding capacity of the parent/ ultimate parent / holding company (Supporting company) should be equal to or more than Rs. 197,50,00,000.00 (Rupees One Ninety Seven Crore Fifty Lakh only).</p>
5.5	Debt Equity Ratio	<p>Debt equity ratio of the Single Bidder or participating Bidder with Technical Collaborator or all consortium partners should not be more than 2:1.</p> <p>Debt equity ratio shall mean long term borrowings/Net-worth.</p> <p>Notes: (i) In case the bidder is an Incorporated Joint Venture company, who does not meet financial criteria by itself and submits bid based on the financial strength of its member having more than 50% stake in the JV, then the debt equity ratio of the member having more than 50% stake in the JV should not be more than 2:1.</p> <p>(ii) Similarly, 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 of the debt equity ratio the parent/ ultimate parent/holding company (supporting company) should not be more than 2:1.</p>

**Notes:**

1) For proof of Annual Turnover, Net worth, Working Capital, Bid Capacity, Debt Equity Ratio etc., 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 and Firm Registration Number and UDIN), certifying the Annual Turnover, Net worth, Working Capital, Bid Capacity, Debt Equity Ratio as per format prescribed in [**Annexure-H to BEC**]

**OR**

- ii. Audited Balance Sheet along with Profit & Loss account along with filled in format of details of existing commitments for determining bid capacity.

**\*Note:**

- Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019, by Chartered Accountant in Practice.
  - 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.
  - In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR, the bidder shall have to convert the figures in equivalent INR considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA Certificate is to be submitted by the bidder regarding converted figures in equivalent INR. Else, the Audited Balance Sheet and Profit & Loss Account shall be evaluated by considering the BC selling rate declared by State Bank of India (on the date on which the Audited Balance Sheet and Profit & Loss Account is signed) for conversion to INR.
- 2) Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months/ within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/ accounting year excluding the preceding financial /accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that the balance sheet/Financial Statements for the financial year (as the case may be) has actually not been audited as on the original bid closing date as per format prescribed in [**Annexure-I to BEC**].
- 3) In case the bidder is a Government Department, they are exempted from submission of documents mentioned under Para 1 and 2 above.

- 4) In case of Incorporated Joint Venture: In case the bidder is an Incorporated Joint Venture company, who does not meet financial criteria by itself and submits bid based on the financial strength of its member having more than 50% stake in the JV, then documents need to be submitted along with the technical bid in support of the following:
- a. Corporate Guarantee (as per [**Annexure-J to BEC**] 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 the Joint Venture for executing the project / job in case the same is awarded to them, and documents to substantiate that the member has more than 50% stake in the JV company.
  - b. An undertaking from the Joint Venture partner, based on whose experience the JV seek financial qualification, shall be submitted with the techno commercial bid stating that they shall maintain minimum 50% shareholding in the JV till execution of the contract is accomplished.
  - c. A certificate from the statutory Auditor of the bidding company as well as of the 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.
- 5) 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) Corporate Guarantee as per [**Annexure-K(I) to BEC**] on parent/ultimate parent/ holding company's (supporting company) letter lead 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
  - (ii) 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.
- Note: The above certificates and undertaking under all headings should not be more than 30 days old as on the original bid closing date.
- 6) In case bidder qualifies as per Clause No. 4.5 & 4.6, following conditions are required to be fulfilled/documents to be submitted:
- (i) Undertaking by both the supporting company & bidder as per **Annexure-K(II) to BEC** to provide a performance security (as per format and instructions enclosed as per **Annexure-K(III) to BEC**, equivalent to 50% of the value of the performance security, which is to be submitted by the bidding company, in case the supported bidding company is the successful bidder.

- (ii) Undertaking by both the supporting company & bidder as per **Annexure-K(II) to BEC** to the effect that in addition to invoking the performance security submitted by the contractor, the performance security provided by supporting company shall be invoked by OIL due to non-performance of the contractor.
- (iii) In cases where subsidiary/parent/ sister subsidiary / co-subsiary companies 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.

## 6.0 COMMERCIAL EVALUATION CRITERIA

**6.1** The bids are to be submitted in single stage under Two Bid Systems i.e. Unpriced Techno-Commercial Bid and Price Bid simultaneously to be uploaded in separate designated area/ tab in OIL's e-tender portal respectively. 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. Bids not conforming to this two-bid system shall be rejected outright.

The Technical Bid is to be uploaded as per Scope of Work & Technical Specification of the tender in "Technical Rfx Response" Tab and Priced Bid as per "**Annexure N to BEC**" is to be uploaded in the "Notes & Attachments" Tab.

**6.2** Computation of the above-mentioned all-inclusive price must be done as per "**Schedule of Rates/Price (Form SOR/P)/Price-Bid Format**".

**Note: The breakup of the quoted / offered price, as per the prescribed "Schedule of Rates/Price (Form SOR/P)/Price-Bid Format" MUST NOT be uploaded with the technical bid; otherwise, the bid shall be rejected straightway.**

**6.3** Bid Security is not applicable against this tender. However, bidders shall submit a '**Bid Security Declaration**' as per format prescribed in as per [**Annexure-L to BEC**] attached, accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign / accept the contract, or to submit a performance security before the deadline defined in the NIT, they will be suspended for the period of two years. This suspension of two year shall be automatic without conducting any enquiry.

**6.4** Bidders must submit duly filled undertaking as per format provided vide [**Annexure-M to BEC**] as undertaking towards submission of authentic information/ documents along with the Un-priced Techno-Commercial Bid.

**6.5** Bid received with validity of offer less than 120 (One hundred twenty) days from original Bid Opening Date will be rejected.

## 7.0 PRICE EVALUATION CRITERIA:

**7.1** Price bids shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive. A substantially responsive bid is one that meets the terms and conditions of the Tender and / or the acceptance of which bid will not result in indeterminate liability on OIL.

- 7.2 The bidder must quote their total price for the entire 10 years contractual service period inclusive of all taxes, duties, liabilities but excluding GST in the “Price Bid Format” -**Annexure N to BEC**.
- 7.3 The total price quoted by the successful bidder in the Price Bid Format must remain firm during the performance of the contract. The Total Quoted Price of the successful bidder shall be spread over each **SOP item no.** mentioned in **Schedule of Payment (Annexure N1 to BEC)** as per weightage mentioned in **Schedule of Payment** after award of contract in agreement with OIL. However, all bidders shall submit sealed-signed copy of **Annexure N1 to BEC** as a token of acceptance to Payment Schedule.
- 7.4 If there is any discrepancy between the unit price and the total price, the **total price will prevail**, and the unit price shall be corrected later after award of contract. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- 7.5 The quantities shown against each item in the “**Schedule of Payment-(Annexure N1 to BEC)**” are considered based on maximum envisaged quantities to be consumed over the 10 years contractual BOOT basis O&M period. However, Contractor will be paid based on the actual number of days/months/ quantities consumed against “Fixed O&M Charges” and “Variable O&M Charges”, as the case may be.
- 7.6 Bidder must include all liabilities and taxes including statutory liabilities **excluding GST**.
- 7.7 Price Bids will be evaluated on overall lowest cost basis (L-1 offer) i.e., considering total quoted prices for all items inclusive of all liabilities and excluding GST.
- 7.8 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.
- 7.9 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.
- 7.10 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 excluding GST.
- 7.11 In case of identical overall lowest offered rate by more than 1 (one) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price.
- 7.12 Filled in “Schedule of Rates/Price (Form SOR/P)/Price-Bid” uploaded without giving any of the details of the taxes (including rates and amounts) will be considered as inclusive of all taxes excluding GST.
- 7.13 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.
- 7.14 Based on the evaluation of techno-commercially qualified bidders, the contract will be signed with L-1 bidder.
- 7.15 **CUSTOMS DUTY:** In terms of Sl. No. 404 of the Customs Notification No.50/2017-Cus dated 30.06 2017, imports of the items specified in List 33 of the Notification are subject to levy of concessional rate of customs duty @12% (BCD Nil & IGST @12%) subject to conditions

specified therein (Condition No. 48). However, Condition No. 48 along with List-33 of the said notification has been amended vide Customs Notification No. 02/2022-Customs dated 01.02.2022.

**7.16** Similarly, the domestic supply of such goods would attract 12% GST (i.e. IGST or CGST & SGST/ UTSST) on submission of EC in terms of GST Notification No. 03/2017.

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

**7.18** Similarly, the items other than those appearing in List-33 of the said gazette notification, if to be imported by the Contractor for the purpose of execution of contract against this tender, the same shall be considered as duty payable on merit basis and the applicable customs duty thereof must be included by the bidder in their respective bid value. OIL will not issue any Undertaking / Certificate towards customs duty concession/exemption for those items (not included in List-33 of Notification) and the duty payable on merit shall be borne by the Contractor. However, any other item if subsequently notified by the competent authority to be Duty free/concessional during the tenure of the contract, OIL will issue requisite Certificate/Undertaking for Contractor to avail the Customs Duty benefit and the duty benefit must be passed on to OIL.

**7.19** 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.

**7.20** Bidders should submit the list of items which are to be imported for execution of the contract against this tender as per [**Annexure-O (I) to BEC**] prudently along with their bid. Undertaking/ Certificate for availing concessional rate of Customs Duty/GST shall be issued by OIL only for the eligible items, provided the same are included in the [**Annexure-O (II) to BEC**] submitted by the bidder.

**Note:**

(i) The above stipulations shall prevail over other clauses if stipulated otherwise elsewhere in the original tender document/previous amendments. However, the aforementioned notifications are subject to change as per Government guidelines and the provisions ruling at the time of Bid Closing will be applicable.

(ii) The bidder must avail eligible input tax credit of GST and Customs Duty paid on input services /capital goods/ Inputs and benefit of input tax credit should be passed on to OIL by way of quoting

rate(s) net of input tax credit i.e. value of goods/service adjusted by input tax credit available to the bidder.

## 8.0 PURCHASE PREFERENCE:

**8.1** Purchase Preferences allowed as per Government Guidelines in vogue and PPP (Public Procurement policy) for Micro and Small Enterprises is not applicable for this tender (being works contract tender).

### 8.2 Purchase Preference Policy (Linked with Local Content) (PP-LC):

Purchase preference under Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India as revised vide Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 (and as amended time to time) with modifications as notified vide MoPNG Order Re. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022, shall be applicable in this tender.

Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions of the notification no. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26.04.2022 or subsequent amendments, if any.

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

**A. L-1 bidder is a Class I PPLC bidder:** In case if the L1 bidder is a Class I PPLC bidder, the contract shall be awarded to the L1 Class I PPLC bidder.

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

## 9.0 THIRD PARTY INSPECTION:

**9.1** Oil India Limited (OIL) has engaged the following 09 (Nine) Independent Inspection Agencies to verify and certify various documents required against BEC/BRC of the tender:

Sl. No.	Name of Independent Inspection Agency	Contact E-mail ID
i.	M/s. RINA India Pvt. Ltd.	a. <a href="mailto:ssd@rina.org">ssd@rina.org</a> b. <a href="mailto:Andrea.Vattuone@rina.org">Andrea.Vattuone@rina.org</a>
ii.	M/s. Dr. Amin Controllers Pvt. Ltd.	a. <a href="mailto:rkjain@rcaindia.net">rkjain@rcaindia.net</a> b. <a href="mailto:info@rcaindia.net">info@rcaindia.net</a>
iii.	M/s. Germanischer Llyod Industrial Services GmbH (DNV GL- Oil & Gas)	a. <a href="mailto:mangesh.gaonkar@dnvgl.com">mangesh.gaonkar@dnvgl.com</a>



iv.	M/s. TÜV SÜD South Asia Pvt. Ltd.	a. <a href="mailto:Jaimin.Bhatt@tuv-sud.in">Jaimin.Bhatt@tuv-sud.in</a> b. <a href="mailto:sanjaykumar.singh@tuv-sud.in">sanjaykumar.singh@tuv-sud.in</a> c. <a href="mailto:Pankaj.Narkhede@tuv-sud.in">Pankaj.Narkhede@tuv-sud.in</a> d. <a href="mailto:Ajit.Yadav@tuv-sud.in">Ajit.Yadav@tuv-sud.in</a>
v.	M/s. IRCLASS Systems and Solutions Private Limited	a. <a href="mailto:abhishek.singh@irclass.org">abhishek.singh@irclass.org</a> b. <a href="mailto:pradeep.bansal@irclass.org">pradeep.bansal@irclass.org</a> c. <a href="mailto:Asim.Hajwani@irclass.org">Asim.Hajwani@irclass.org</a> d. <a href="mailto:Amit.Ketkar@irclass.org">Amit.Ketkar@irclass.org</a> e. <a href="mailto:industrial_services@irclass.org">industrial_services@irclass.org</a>
vi.	M/s. Gulf Llyods Industrial Services (India) Pvt. Ltd.	a. <a href="mailto:contact@gulflloyds.com">contact@gulflloyds.com</a> b. <a href="mailto:bbhavsar@gulflloyds.com">bbhavsar@gulflloyds.com</a> c. <a href="mailto:inspection@gulflloyds.com">inspection@gulflloyds.com</a> d. <a href="mailto:gulflloyds.india@gmail.com">gulflloyds.india@gmail.com</a>
vii.	M/s. TUV India Private Limited	a. <a href="mailto:salim@tuv-nord.com">salim@tuv-nord.com</a> b. <a href="mailto:delhi@tuv_nord.com">delhi@tuv_nord.com</a>
viii.	M/s. TÜV Rheinland (India) Pvt. Ltd.	a. <a href="mailto:Shailesh.Deotale@ind.tuv.com">Shailesh.Deotale@ind.tuv.com</a> b. <a href="mailto:ravi.kumar@ind.tuv.com">ravi.kumar@ind.tuv.com</a> c. <a href="mailto:rupeshkumar.singh@ind.tuv.com">rupeshkumar.singh@ind.tuv.com</a> d. <a href="mailto:Neeraj.Chaturvedi@ind.tuv.com">Neeraj.Chaturvedi@ind.tuv.com</a>
ix.	M/s. Bureau Veritas (India) Private Limited	a. <a href="mailto:udit.chopra@bureauveritas.com">udit.chopra@bureauveritas.com</a> b. <a href="mailto:vishal.sapale@bureauveritas.com">vishal.sapale@bureauveritas.com</a> c. <a href="mailto:dinesh.sukhramani@bureauveritas.com">dinesh.sukhramani@bureauveritas.com</a> d. <a href="mailto:p.sridhar@bureauveritas.com">p.sridhar@bureauveritas.com</a> e. <a href="mailto:hariprasad.jhawar@bureauveritas.com">hariprasad.jhawar@bureauveritas.com</a> f. <a href="mailto:amit.shaw@bureauveritas.com">amit.shaw@bureauveritas.com</a> g. <a href="mailto:business.support@bureauveritas.com">business.support@bureauveritas.com</a> h. <a href="mailto:labhanshu.sharma@bureauveritas.com">labhanshu.sharma@bureauveritas.com</a> i. <a href="mailto:pramodkumar.yadav@bureauveritas.com">pramodkumar.yadav@bureauveritas.com</a> j. <a href="mailto:sonal.lad@bureauveritas.com">sonal.lad@bureauveritas.com</a> k. <a href="mailto:bvindia.corporate@in.bureauveritas.com">bvindia.corporate@in.bureauveritas.com</a>

**9.2** The Bidders have to get verified and certified the various documents required against BEC/BRC of the tender by any one of the above Independent Inspection Agencies and submit the duly certified Inspection Certificate as per [**Annexure-P to BEC**] by the Inspection Agencies along with the Technical Bid of the Tender. All Charges of the Third-Party Independent Inspection Agencies towards verification of bidder's documents and certification thereof shall be borne by the respective bidders and payments on account of above inspection, verification and certification shall be made directly by the Bidder to the Inspection Agency(s). OIL will not be responsible for any payment dispute between Bidders and Third Party Inspection Agencies.

As mentioned above, Bidder(s) have to submit the verified documents along the Technical Bids. Bid submitted with un-verified supporting documents shall not be considered. However, in case a bidder submits its bid along with all relevant supporting documents as per BEC/BRC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered provided it is accompanied by an Undertaking by the Bidder on their official letterhead to submit the duly verified copies/verification certificate within 07 (Seven) days of bid opening. Company will neither send any reminder nor seek any clarification in this regard from such bidders, and the bid will be rejected outright if the bidder fails to submit the verified copies/verification certificate within 07 (Seven) days of bid opening at its own risk and responsibility.

**9.3** The methodology of inspection/verification of documents is broadly as under but not limited to:

- (a) It is obligatory on the part of the interested Bidders, who choose to participate against the tender, to understand the tender requirements in entirety and the requisite documents sought for in support of the Bid Evaluation Criteria/Bid Rejection Criteria (BEC/BRC) mentioned in the tender in particular. The Bidder must produce all the appropriate documents before any of the OIL's empanelled third-party certifying agencies for verification/certification. Neither OIL nor the third-party certifying agency shall be held accountable in any manner regarding the choice of documents by the bidder for verification. Therefore, getting the appropriate documents inspected/verified by the agency in support of BEC/BRC clauses is the sole responsibility of the Bidder.
- (b) The prospective bidder shall contact any of the empanelled inspection agencies. The agency shall go through the Tender Document, especially the requirements of BEC/ BRC and list the documents to be verified. They shall depute their qualified/ competent inspector to the Bidder's premises to check the original documents and certify the copies which the bidder shall submit along with their bids. OIL will reserve the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL. Verification of documents by OIL's empanelled third-party agency shall not automatically make the bidder eligible for award of contract.
- (c) Verification of documents (but not limited to) are normally categorized as under:

**General Requirement:**

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

**Additional Documents: {If applicable against the tender}**

- Joint Ventures Agreements — To cross-check with JV Partners
- Consortium Agreements — To cross-check with Consortium Partners
- Holding/Parent/ Subsidiary/ Sister Subsidiary/Co-Subsidiary Company — To check the Share Holding pattern

**Technical Criteria**

To check Experience Proof- Completion Certificates, Reference contact verification, Original Work Order/Contract Copy and any other document(s), if called for vide BEC/BRC of the Tender.

**Financial Criteria**

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

Note: If any documents LOI/LOA/Contacts, etc. are submitted towards BEC/BRC experience criteria issued by Oil India Limited, such documents need not be vetted by TPI agency.

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

### **11.0 OTHER CONFIRMATIONS FROM BIDDER:**

While submitting bid, bidder will have to provide categorical confirmation as per [Annexure-Q to BEC] to below requirements; otherwise, his bid will be rejected.

(a) In the event of award, the contractor in accordance with RBI's "Consolidated Circular on Opening of Current Accounts and CC/OD Accounts by Banks" ref: RBI/2022-23/27 Dated:19/04/2022 shall

i) Open a project specific **Current/CC/OD Account** (located in the vicinity where the project is executed) in case contractor has not availed any credit facilities from the banking system till date or the contractor's aggregate exposure of the banking system is less than ₹5 Crore.

**or**

ii) Open a project specific **Current/CC/OD Account** (located in the vicinity where the project is executed) with any scheduled/nationalized banks with which it has CC/OD facility, provided that the bank has at least 10 per cent of the aggregate exposure of the banking system to the contractor. In case none of the lender banks has at least 10 per cent of the aggregate exposure, the project specific current account to be opened with the bank having the highest exposure among CC/OD providing banks.

**or**

iii) If the contractor is already having any existing account specifically opened against OIL existing project, the same can be treated for any other additional projects awarded to the contractor from OIL. Further, monetary limits to be maintained under the account will be treated cumulatively of all awarded projects from OIL.

(b) The contractor shall deposit an amount equal to 10% of the annualized contract value in the project specific bank account within 15 days from the date of issue of LOA. All payments against the contract shall be remitted to the project specific account. Any withdrawal from the deposited 10% value from this account shall be only after the first payment made by OIL (i.e. till first payment the minimum amount to be maintained in the account should be 10% of annualized contract value). At any point of time, the minimum balance after first remittance by OIL against invoice from the contractor shall remain 5% of the annualized contract value.

(c) The contractor will not be able to use this account for entering into any type of mortgage/loan/factoring arrangement with other financial institutions during the course of the contract execution with OIL without the written consent of OIL.

### **12.0 MOBILISATION TIME:**

The bidders must confirm their compliance in their "Technical" bid as per [Annexure-R to BEC] to complete the commissioning of the GGS including PGTR within the following timeline stipulated from the date of issue of Letter of award (LOA)/Mobilization notice. Offers without confirmation of stipulated mobilization time /commissioning time or with mobilization time /commissioning time more than below mentioned period will be summarily rejected. The bidder shall confirm compliance of this in their technical bid.

**a. Commissioning of Water injection station including PGTR: 18 months**

**b. Commissioning of OCS & ETP+STP including PGTR: 24 months**

#### **Note:**

(i) For mobilization timeline details, please see Article-1 under Special Conditions of the Contract (Volume-I Part 3 Section III).

### **13.0 TRANSFER OF OWNERSHIP:**

The bidders must confirm their compliance in their "Technical" bid as per [Annexure-S to BEC] for transfer of ownership after expiry of 10 yrs O&M period along with transfer of all its rights

and title attached with the Project Assets to OIL as per Terms, Conditions and Cost mentioned elsewhere in tender documents.

In case bidder is a Consortium/JV, responsibility of transfer of ownership shall be mandatorily in the scope of lead/primary member in the responsibility matrix of Consortium/JV.

#### **14.0 GENERAL:**

- 14.1** In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BEC/BRC.
- 14.2** To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.
- 14.3** If any of the clauses in the BEC/BRC contradict with other clauses of bidding document elsewhere, the clauses in the BEC/BRC shall prevail.
- 14.4** Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise, Bids shall be rejected.
- 14.5** 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.
- 14.6** The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.
- 14.7** The Bidders who are on Holiday/ Negative /Banned list of OIL on the due date of submission of Bid/ during the process of evaluation of the Bids, the offers of such Bidders shall not be considered for Bid opening/Evaluation/Award. The provisions shall also be applicable to all the Members of the Consortium/Joint Venture.
- 14.8** Engineering and Design Capability: The bidder should have design and engineering capability for such EPC/LSTK job either in-house or through Third Party. The bidder should provide their in-house set up for design and engineering with the details of their personnel who are on regular pay roll of the bidder. The CV of all such personnel should also be submitted with the bid. In case of Design and Engineering by Third party, credential of the Third party is to be submitted along with the bid.
- 14.9** Project Management: The bidder should provide along with the bid the details of the project management, inspection & expediting & quality management team of the bidder who will be involved in managing the planning, execution of the project activities and supervising the construction work progress including Mechanical completion, Commissioning and PGTR at site, meeting all the quality requirements. The bidder should provide their in house set up for project management, inspection & expediting & quality management team with the details of

their personnel who are on regular pay roll of the bidder. The CV of such personnel should also be submitted with the bid.

- 14.10** In case bidder is a Consortium/JV, Project Management shall be mandatorily in the scope of lead/primary member in the responsibility matrix of consortium/JV.

**15.0 Conflict of Interest:**

- 15.1** Contractor hired to provide consulting services for the preparation or implementation of a project, and each of its affiliates, shall be disqualified from subsequently providing goods, works or services resulting from or directly related to the firm's consulting services for such preparation or implementation.

- 15.2** Neither consultants (including their personnel and sub-consultants) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultants.

Bidder to undertake as per [Annexure-T to BEC] that they don't have any potential conflict that impacts their capacity to serve in the best interest of OIL. In case bidder is a Consortium/JV/ all members of Consortium/JV shall submit undertaking.

In case bidder qualifies with supporting companies i.e. Parent Company/Sister/Co-subsiary/Technical collaborator as applicable, related Parent Company/Sister/Co-subsiary Technical collaborator shall also submit undertaking.

**16.0 Requirement of Registration of a Foreign Bidder sharing a Land Border with India:**

The Government of India amended the General Financial Rules 2017 vide OM no. 6/18/2019-PPD dated 23.07.2020 (and any amendment thereof) to enable imposition of restrictions on bidders from countries which share a land border with India on grounds of defense of India or matters directly or indirectly related thereto including national security. The Department of Expenditure has, under the said Rules, issued a detailed Order on public procurement to strengthen the defence of India and national security.

As per the Order any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). Political and security clearance from the Ministries of External and Home Affairs respectively will be mandatory.

Bidder to provide undertaking as per [Annexure-U to BEC] towards compliance of office memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020 (and any amendment thereof) issued by Department of Expenditure, Ministry of Finance, Govt. of India

**17.0 Registration of Foreign Vendors:**

A foreign company wishing to conduct business in India must be registered in India as per the requirement of Ministry of Corporate Affairs, Govt. of India.

**18.0 Past performance of the bidder:**

Company reserves the right to assess the Bidders' capability and capacity to perform, should the circumstances warrant such an assessment of past performance of similar work in OIL in the

overall interest of the Company. For the purpose, past performance of the bidder in the preceding **05 years** from the original BCD with respect to its quality of goods supplied and/or services rendered, which are offered, financial capability, its market reputation shall be considered for assessment. Bidders' having unsatisfactory past performance in OIL shall be disqualified from the bidding.

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

*Bidder to submit undertaking cum Declaration duly notarized along with the Bid as per [Annexure-V to BEC]*

In case bidder is a Consortium/JV/ all members of Consortium/JV shall submit undertaking.

In case bidder qualifies with supporting companies i.e. Parent Company/Sister/Co- subsidiary/ Technical collaborator as applicable, related Parent Company/Sister/Co- subsidiary Technical collaborator shall also submit undertaking.

**END OF VOLUME-1 PART-2**

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**LIST OF ANNEXURES**

<b>Sl. No.</b>	<b>Name of Annexure</b>	<b>Purpose</b>
1	Annexure-A-1 to BEC (As per BEC Clause No. 2.0)	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.
2	Annexure-A-2 to BEC (As per BEC Clause No. 2.0)	The aforesaid undertaking of the bidder above (Annexure-A-1) 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.
3	Annexure-B to BEC (As per BEC Clause No. 3.2.2)	Bidder shall confirm that there have been no material violations of applicable Environmental or Health and Safety laws or regulations at the cited project reference for qualification under 3.2.1 which have resulted in issuance of show cause notice against the bidder or O&M partner.
4	Annexure-C(I) to BEC (As per BEC Clause No. 4.5)	In case of 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 for successful execution of the contract, the participating bidder should enclose a Parent/Subsidiary Guarantee.
5	Annexure-C(II) to BEC (As per BEC Clause No. 4.5)	Format for Parent/Subsidiary Guarantee from the parent/subsidiary company in relation to Annexure-C(I) above.
6	Annexure-D to BEC (As per BEC Clause No. 4.6 (iii))	To ensure commitment and involvement of the ultimate parent/holding company for successful execution of the contract, the participating bidder must submit an agreement between them and their ultimate parent/holding company,
7	Annexure-E to BEC (As per Notes to BEC Clause No. 4.0)	Bidders quoting on the technical strength of Parent/Subsidiary/ Sister-Subsidiary/Technical Collaborator/Joint Venture member Company's experience (who qualifies the technical requirement as per the tender qualifying criteria) should provide the respective services including key personnel for a minimum duration of 70% of construction period till Commissioning of GGS Plant and for a minimum duration of 20% of O&M period during execution of the contract.
8	Annexure-F to BEC (As per BEC Clause No. 5.3)	In case the working capital is short the bidder can supplement the same through line of credit from a scheduled commercial bank having net worth more than 100 Crores as per this Annexure.
9	Annexure-G to BEC (As per BEC Clause No. 5.4)	Bid capacity: "B"- Format for Commitments in next twelve months from the date of expiry of the bid validity.

10	Annexure-H to BEC (As per BEC Clause No. 5.0)	A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number and UDIN), certifying the Annual Turnover, Net worth, Working Capital, Bid Capacity, Debt Equity Ratio as per this format.
11	Annexure-I to BEC (As per Notes under Clause 5.0)	If the last date of preceding financial/accounting year falls within the preceding six months/ within the due date for furnishing of audit report, the bidder has to submit an affidavit/undertaking certifying that the balance sheet/ Financial Statements for the financial year (as the case may be) has actually not been audited as on the original bid closing date as per this format.
12	Annexure- J to BEC (As per Notes under Clause 5.0)	Corporate Guarantee 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 the Joint Venture for executing the project / job in case the same is awarded to them, and documents to substantiate that the member has more than 50% stake in the JV company as per this format.
13	Annexure-K (I) to BEC (As per Notes under Clause 5.0)	Corporate Guarantee on parent/ultimate parent/ holding company's (supporting company) letterhead 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 as per this format.
14	Annexure-K (II) to BEC (As per Note 6 under Clause 5.0)	Undertaking by ultimate parent/supporting company for submission of performance bank guarantee
15	- Do -	Undertaking by Bidder for Submission of Additional Performance Bank Guarantee
16	Annexure-K (III) to BEC (As per Note 6 under Clause 5.0)	Form of performance bank guarantee for ultimate parent/supporting company
17	Annexure-L to BEC (As per Clause 6.0)	Bid Security is not applicable against this tender. However, bidders shall submit a 'Bid Security Declaration' as per format prescribed in as per this format attached, accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign/accept the contract, or to submit a performance security before the deadline defined in the NIT, they will be suspended for the period of two years.
18	Annexure-M to BEC (As per Clause 6.0)	Bidders must submit duly filled undertaking towards submission of authentic information/ documents along with the Un- priced Techno-Commercial Bid as per this format.



19	Annexure-N to BEC [Volume – I, Part – 3, Section – IV]	Price Bids will be evaluated on overall lowest cost basis (L-1 offer) i.e., considering total quoted prices for all items inclusive of all liabilities and excluding GST. Computation of the above-mentioned all-inclusive price must be done as per the “Price-Bid Format”.
20	Annexure-N1 to BEC [Volume – I, Part – 3, Section – IV]	The total price quoted by the successful bidder in the Price Bid Format must remain firm during the performance of the contract. The Total Quoted Price of the successful bidder shall be spread over each SOP item no. mentioned in Schedule of Payment (Annexure N1 to BEC) as per weightage mentioned in Schedule of Payment after award of contract in agreement with OIL.  However, all bidders shall submit sealed-signed copy of Annexure N1 to BEC as a token of acceptance to Payment Schedule.
21	Annexure-O (I) to BEC (As per Clause 7.0)	Bidders should submit the list of items which are to be imported for execution of the contract against this tender prudently along with their bid as per this format.
22	Annexure-O (II) to BEC (As per Clause 7.0)	Undertaking/Certificate for availing concessional rate of Customs Duty/GST
23	Annexure-P to BEC (As per Clause 9.0)	The Bidders have to get verified and certified the various documents required against BEC/BRC of the tender by any one of the Independent Inspection Agencies and submit the duly certified Inspection Certificate by the Inspection Agencies along with the Technical Bid of the Tender as per this format.
24	Annexure-Q to BEC (As per Clause 11.0)	While submitting bid, bidder will have to provide categorical confirmation to the project specific banking requirements as per this format.
25	Annexure-R to BEC (As per Clause 12.0)	The bidders must confirm their compliance in their “Technical” bid to complete the commissioning of the GGS including PGTR within the following timeline stipulated from the date of issue of Letter of award (LOA)/Mobilization notice as per this format.
26	Annexure-S to BEC (As per Clause 13.0)	The bidders must confirm their compliance in their “Technical” bid for transfer of ownership after expiry of 10 yrs. O&M period along with transfer of all its rights and title attached with the Project Assets to OIL as per Terms, Conditions and Cost mentioned elsewhere in tender documents as per this format.
27	Annexure-T to BEC (As per Clause 15.0)	Bidder to undertake that they do not have any potential conflict that impacts their capacity to serve in the best interest of OIL as per this format. In case bidder is a Consortium/JV/ all members of Consortium/JV shall submit the undertaking.

TENDER FOR HIRING OF SERVICES FOR A GGS (GROUP GATHERING STATION) CONSISTING OF AN OCS, ETP+STP AND  
WIS AT LAKWAGAON IN SIVASAGAR DISTRICT, ASSAM ON BUILD OWN, OPERATE & TRANSFER (BOOT) BASIS

Tender No: CPI2385P23

28	Annexure-U to BEC (As per Clause 16.0)	Bidder to provide undertaking towards compliance of office memorandum F. No. 6/18/2019-PPD dated 23 <sup>rd</sup> July 2020, (and any amendment thereof) issued by Department of Expenditure, Ministry of Finance, Govt. of India, as per this format.
29	Annexure-V to BEC (As per Clause 18.0)	Bidder to submit undertaking cum Declaration duly notarized along with the Bid against their past performance as per this format.

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