

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

**Corrigendum No. 1 dated 17.07.2019 to E-Tender No. CDG1909P20 for ‘Hiring of the services of 02 (Two) nos. of Surface Production Testing Packages for OIL’s operational area in Assam and Arunachal Pradesh for a period of 03 (Three) years’**

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This Corrigendum is issued to notify the following changes:

1. Clause no 2.0 of Forwarding Letter of the subject tender to be read as below:

In connection with its operations, OIL invites International Competitive Bids (ICB) from competent and experienced Contractors through OIL’s e-procurement site for ‘for ‘Hiring of the services of 02 (Two) nos. of Surface Production Testing Packages for OIL’s operational areas in Assam and Arunachal Pradesh for a period of 03 (Three) years’. One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL’s e-procurement portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL’s e-procurement portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

2. The 1<sup>st</sup> Para of Part-2 (Bid Evaluation Criteria) to be read as below:

This tender is floated for hiring the services of 2 (Two) nos. of Surface Production Testing Package for a period of 3 (Three) years with the provision of Framework agreement for 2 (Two) years.

3. Clause no D. “Price Evaluation Criteria” of Part-2 (Bid Evaluation Criteria) of the subject tender to be read as below:

The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjected to Bid Evaluation Criteria will be considered and finalised for 3(three) years. The evaluation as per the Price Evaluation Criteria are as under:

4. The following document is newly uploaded in the “Amendments” folder in E-Tender Portal because of above changes:

The Annexure-I to BEC “Checklist for BEC”

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

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**CHECKLIST FOR BEC**

**Annexure- I to BEC**

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

<b>Clause No.</b>	<b>Description</b>	<b>Reference File No. and Page No. of Bidder's Quote</b>	<b>Provided</b>	<b>Not Provided</b>
	<b>This tender is floated for hiring the services of 2 (Two) nos. of Surface Production Testing Package for a period of 3 (Three) years with the provision of Framework agreement for 2 (Two) years.</b>			
I.	<b><u>BID EVALUATION CRITERIA (BEC):</u></b> Bidders are advised not to <b><u>take any exception/deviations</u></b> to the bid document. However, during evaluation of bids, OIL may ask the Bidder for Clarifications/ confirmations/deficient documents of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought or permitted. <b><u>If the bidder still maintains exceptions/deviations in the bid, such conditional/ non-conforming bids shall not be considered and may be rejected.</u></b>			
1.0	<b>A. <u>TECHNICAL EVALUATION CRITERIA:</u></b>  <b>1.1 <u>EXPERIENCE:</u></b>  i) The bidder shall have the experience of providing Surface Production Setup facility /Surface Production Testing Service in at least five (5) numbers of oil/gas wells using minimum 10000 psi rated well test package during the last 7 (seven) years reckoned from the original bid closing date.			

	<p>ii) In support of the experience criteria of A.1.1.i) above, the bidder must furnish the following documentary evidences self-certified, in the form of:</p> <p>a) Copies of Relevant pages of the contract document showing Contract Number, period of contract and Scope of work etc.</p> <p>b) Copies of completion Certificate(s) or payment certificate(s) or any other documents which substantiate completion of the jobs, issued by the client(s) with contact details of the issuing person/organization (e-mail address, Phone Number, Fax number etc.).</p> <p>iii) All major equipment offered for this tender i.e. Separator, Choke Manifold, Oil Transfer Pump and Surge Tank shall not be manufactured before 01.01.2013. Bidder has to provide self-declaration confirming compliance to the same.</p>			
1.2	<p><b><u>BID FROM INDIAN COMPANY/INDIAN JOINT VENTURE COMPANY WITH TECHNICAL COLLABORATION/JOINT VENTURE PARTNER:</u></b></p> <p>In case, the bidder is an Indian Company/Indian Joint Venture Company who does not meet the experience criteria as per Clause No. A.1.1.i) above, may also bid on the strength of Technical Collaborator/Joint Venture Partner provided all the following criteria are complied:</p> <p>(a) The primary bidder shall have the experience of successfully completing at least 01 (one) No. of contract for providing oilfield services relating to oil and gas well operations like Drilling/Workover/Production Testing/Matrix Acidization / Well Stimulation/Sand Control, during the last 07 (seven) years prior to the</p>			

	<p>original bid closing date. In support of the experience, the bidder shall submit documentary evidences as per clause A.1.1.ii) above.</p> <p style="text-align: center;"><b>OR</b></p> <p>The primary bidder shall have the experience of successfully providing services relating to oil and/or gas well operations like Drilling / Workover/ Production Testing / Well Stimulation / Matrix Acidization / Sand Control continuously for a period of at least 1 (one) year to be reckoned from the original bid closing date under a single contract.</p> <p>(b) The primary bidder shall meet the financial criteria clause B sub-clauses 1.0, 2.0, 3.0, 4.0 and 5.0below.</p> <p>(c) The Technical Collaborator/Joint Venture Partner at its own shall meet the experience criteria A.1.1.i) above. The experience of the Technical Collaborator /Joint Venture with other firms will not be qualified. In this regard, the documents establishing experience of the Technical Collaborator/Joint Venture Partner shall be submitted as per clause A.1.1.ii)above.</p>			
1.3	<p>Indian bidders quoting based on technical collaboration/joint venture, shall submit a Memorandum of Understanding (MOU)/Agreement with their technical collaborator/joint venture partner clearly indicating their roles under the scope of work which shall be addressed to OIL and shall remain valid and binding for the contract period under this tender.</p>			
1.4	<p><b><u>BID FROM CONSORTIUM OF COMPANIES:</u></b></p> <p>In view of the complexity of nature of work involved as covered by the Bidding Documents, it is anticipated that some of the intending bidders may pool their resources and experiences to</p>			

form Consortia. In case, the bidder is a consortium of companies, the following requirement should be satisfied by the bidder:

a)The Leader of the consortium shall satisfy the minimum experience requirement as per clause No. A. 1.1 i) or the clause A. 1.2 (a) above.

b)If the Leader of the consortium meets the clause A.1.2 (a) but does not meet the requirement as per clause No. A. 1.1 i), then any of the consortium members shall individually meet clause A.1.1.i).

c)The consortium members shall have to meet the financial criterion mentioned in Clause No. B, 2.0 below.

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

(i) Only the Leader of the consortium shall register in the e-

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

(ii) The Bid Security shall be in the name of the Leader of the consortium on behalf of consortium with specific reference to consortium bid and name & address of consortium members. Similarly the Performance Security shall be in the name of the Leader on behalf of the consortium.

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

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

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

(vi) In case of Consortium bids, the bid shall be digitally signed by the leader of Consortium. The Power of Attorney from each member authorizing the leader for signing and submission of Bid on behalf of individual member must accompany the Bid offer.

(vii) Documents/details pertaining to qualification of the BIDDER must be furnished by each partner/ member of consortium complete in all respects along with the bid clearly bringing up

	<p>their experience especially in the form of work in their scope.</p> <p>(viii) <b>Constitution of Consortium:</b> If during evaluation of bid, a consortium leader proposes any alterations/ changes in the constitution or replacement or inclusion or expulsion of any partner(s)/ member(s) of the consortium which had originally submitted the bid, to drive some advantages/benefits based on any development(s) having come to his knowledge at any time, the bid of such a consortium shall be liable for rejection.</p> <p>(ix) <b>Signing of Contract:</b> In the event of award of contract to the consortium, the contract to be signed by the members of the consortium and the liability of each one of them shall be jointly and severally.</p>			
1.5	<p>Bidder(s) quoting in Collaboration/joint venture Partnership/Consortium with any firm are not allowed to quote separately/independently against this tender. The collaborator is also not allowed to quote separately/independently against this tender. All the bids received in such case will be summarily rejected.</p>			
1.6	<p><b><u>ELIGIBILITY CRITERIA IN CASE BIDS ARE SUBMITTED ON THE BASIS OF EXPERIENCE OF THE PARENT/SUBSIDIARY COMPANY:</u></b></p> <p>Offers of those bidders who themselves do not meet the experience criteria as stipulated in Clause Nos. A. 1.1 (i) and B. 1.0 &amp; 2.0 can also be considered provided the Bidder is a subsidiary company of the parent company <b>[supporting company]</b> in which the parent company has 100% stake <b>or</b> parent company can also be</p>			

considered on the strength of its 100% subsidiary **[supporting company]**. However, the parent/subsidiary company of the Bidder should on its own meet the experience as stipulated in the BEC and should not rely for meeting the experience criteria on its sister subsidiary/co-subsubsidiary company or through any other arrangement like Technical Collaboration agreement. In that case as the subsidiary company is dependent upon the experience of the parent company or vice-versa with a view to ensure commitment and involvement of the parent/subsidiary company for successful execution of the contract, the participating bidder should enclose an Agreement (as per format enclosed as **Annexure-VI (a)**) between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee (as per format enclosed as **Annexure-VI (b)**) from the parent/subsidiary company to OIL for fulfilling the obligation under the Agreement, along with the Technical bid.

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

- (i) Undertaking by the supporting company to provide a Performance Security (as per format and instructions enclosed as **Annexure-VI(d)**), equivalent to 50% of the value of the Performance Security which is to be submitted by the bidding company, in case the supported bidding company is the successful bidder. In cases where foreign based supporting company does not have Permanent Establishment in India, the bidding company can furnish Performance Security for an amount which is sum of

	<p>Performance Security amount to be submitted by the bidder and Performance Security amount required to be submitted by the supporting company. In such case bidding company shall furnish an undertaking that their foreign based supporting company is not having any Permanent Establishment in India in terms of Income Tax Act of India.</p> <p>(ii) Undertaking from the supporting company to the effect that in addition to invoking the Performance Security submitted by the contractor, the Performance Security provided by supporting company shall be invoked by OIL due to non-performance of the contractor.</p> <p><b>Note:</b> In case <u>Supporting company</u> fails to submit Performance Bank Guarantee as per (i) above, Bid Security submitted by the bidder shall be forfeited.</p>			
1.7	<p>Bidders quoting on the technical strength of Technical collaborator/Subsidiary/Parent company experience/Joint Venture Partner 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 50% of the Contract period during execution of the contract. A declaration as per <b>Annexure-VII</b> in this respect to be submitted as part of technical bid.</p>			
1.8	<p><b><u>MOBILISATION TIME:</u></b> The bidders must confirm their compliance in their “Technical” bid to complete the mobilization within 90 days from the date of issue of Mobilization Notice after issuance of</p>			

	Letter of award (LOA). Offers without confirmation of stipulated mobilization time or with mobilization time more than 90 days will be summarily rejected. The bidder shall confirm compliance of this in their technical bid.			
B. 1.0	<b><u>FINANCIAL EVALUATION CRITERIA:</u></b>  The bidder shall have an annual financial turnover of minimum <b>INR 3.14 Crore or equivalent US\$ 0.45 million</b> during any of the preceding 03 (three) financial/accounting years reckoned from the original bid closing date.			
2.0	In case of Consortium of companies, the Leader of the Consortium shall have an annual financial turnover of minimum <b>INR 3.14 Crore or equivalent US\$ 0.45 million</b> during any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date and other member(s) of the Consortium shall have an annual financial turnover of minimum <b>INR 1.57 Crore or equivalent US\$ 0.22 million</b> during any of the preceding 03 (three) financial/accounting years reckoned from the original bid closing date. Borrowing support from parent/supporting company is not allowed to meet the financial criteria.			
3.0	<b>"Net worth</b> of bidder must be positive for preceding financial/accounting year. In case of consortium bidding net worth of individual consortium member should be positive for the preceding financial/ accounting year.			
4.0	Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from			

	<p>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.</p> <p>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 in the Original bid closing date as per format [<b>Annexure – F</b>].</p>			
	<p><b><u>NOTE:</u></b></p> <p>(a) For proof of Annual Turnover &amp; Net worth any one of the following documents must be submitted along with the bid:</p> <p>i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover &amp; Net worth as per format prescribed in <b>ANNEXURE-B to BEC</b></p> <p style="text-align: center;">OR</p> <p>ii) Audited Balance Sheet along with Profit &amp; Loss account. In case of foreign bidders, self-attested/digitally signed printed published accounts are also acceptable.</p> <p>(b) In case the bidder is a Central Govt. Organization/PSU/StateGovt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and</p>			

	<p>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.</p>			
5.0	<p>In case the bidder is a subsidiary company (should be a 100% subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits bid based on the financial strength of its parent/ultimate parent/holding company, then following documents need to be submitted along with the technical bid:</p> <p>(i) Audited Balance Sheet and Profit Loss Account of the parent/ultimate parent/holding company.</p> <p>(ii) Corporate Guarantee of parent/ultimate parent/Holding company (as per format enclosed as <b>Annexure-VI(c)</b> by the authorized officials.</p> <p>(iii) The bidder is a 100% subsidiary company of the parent/ultimate/holding parent company.</p> <p>(iv) Documents proving that Net worth of the parent/ultimate parent company is positive for the accounting year preceding the bid closing date”.</p>			
6.0	<p>In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR or USD, the bidder shall have to convert the figures in equivalent INR or USD considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit &amp; Loss Account is signed. A CA Certificate is to be submitted by the bidder regarding converted figures in equivalent INR or USD.</p>			

	<b>NOTES: OIL reserves the right to ask for any Original or other relevant document to verify the certification.</b>			
C. 1.0	<p><b><u>COMMERCIAL EVALUATION CRITERIA:</u></b></p> <p>Bids shall be submitted under Single Stage Two Bid system i.e. Technical Bid and Priced Bid separately in the OIL's e-Tender portal. The Technical Bid is to be uploaded as per Scope of Work &amp; Technical Specification of the tender in <b>“Technical Attachments” Tab</b> and Priced Bid as per Proforma-B uploaded in the <b>“Notes &amp; Attachments” Tab</b>. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two bid system shall be rejected outright.</p>			
2.0	Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.			
3.0	Bids should be valid for 90 days. Bids with shorter validity will be rejected as being non-responsive.			

4.0	<p>Bid Security in Original <b>[INR 28.80 Lakhs or US\$ 41,200.00 to be specified in the Tender covering Letter]</b> shall be furnished as a part of the Technical Bid and shall reach OIL's Head-Contract's office at Duliajan on or before 12.45 Hrs (IST) on the bid closing date. A scanned copy of the bid security shall however be uploaded in OIL's E-Procurement portal along with the Technical Bid. The amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. Bid without proper &amp; valid Bid Security will be rejected. Bids with shorter validity will be rejected as being non-responsive.</p>			
5.0	<p>The Integrity Pact must be uploaded in OIL's E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.</p>			
6.0	<p>Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.</p>			
7.0	<p>The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.</p>			
8.0	<p>Any physical documents wherever called for, submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have digitally signed the Bid.</p>			

9.0	Any Bid containing false statement will be rejected.			
10.0	Bidders must quote clearly and strictly in accordance with the price schedule outlined in “Price Bid Format” of Bid Document, otherwise the Bid will be summarily rejected.			
11.0	Bidders shall quote directly and not through their Agent/Representative/Retainer/Associate in India. Bids submitted by Indian Agent/ Representative/Retainer/Associate on behalf of their foreign principals will not be considered and will be rejected straightway. One Indian Agent/Representative/Retainer/Associate cannot represent more than one foreign principal.			
12.0	<p>Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected:</p> <ul style="list-style-type: none"> <li>i) Performance Security Clause</li> <li>ii) Taxes Clause</li> <li>iii) Insurance Clause</li> <li>iv) Force Majeure Clause</li> <li>v) Termination Clause</li> <li>vi) Arbitration Clause</li> <li>vii) Liability Clause</li> <li>viii) Withholding Clause</li> <li>ix) Liquidated damages Clause</li> <li>x) Firm price</li> <li>xi) EMD/Bid bond</li> <li>xii) Integrity Pact</li> </ul>			
13.0	The Bids and all uploaded documents must be digitally signed using Class 3 digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India [except copies			

	<p>of the documents required in physical form] should invariably be submitted in the ‘Technical Attachment Tab’ through OIL’s e-bidding portal, before the scheduled date and time for the tender closing. <b><u>All the documents uploaded shall be digitally signed by the authorized signatory of the bidder.</u></b> However, the following documents (in original) should necessarily be submitted in physical form, in a sealed envelope:</p> <ul style="list-style-type: none"> <li>✓ <b>The original bid security.</b></li> <li>✓ <b>The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, in original.</b></li> </ul>			
13.1	<p>A notarized true copy of the “Power of Attorney” shall also be accepted in lieu of the original, if the power of attorney is a general “Power of Attorney”. However, photocopy of such notarized true copy shall not be accepted. Bidder should ensure to submit original documents in accordance with the bidding documents. The price bids submitted in physical form against e-procurement tenders shall not be given any cognizance.</p>			
D.	<p><b><u>PRICE EVALUATION CRITERIA:</u></b></p> <p>The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjected to Bid Evaluation Criteria will be considered and finalised for 3(three) years. The evaluation as per the Price Evaluation Criteria are as under:</p>			
1.0	<p>If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price</p>			

	shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.			
2.0	For conversion of foreign currency into Indian currency for evaluation of Bids, B.C. selling (Market) rate declared by State Bank of India, one day prior to the date of priced bid opening shall be considered. However, if the time lag between the opening of the bids and final decision exceeds 03 (Three) months, then B.C. Selling(Market) rate of exchange declared by SBI on the date prior to the date of final decision shall be adopted for conversion and evaluation.			
3.0	The bidders must quote their charges/rates in the manner as called for vide "Schedule of Rates" under <b>Section - IV</b> and the summarized price schedule format vide enclosed <b>Proforma -B</b> .			
4.0	The quantities shown against each item in the "Price Bid Format (i.e. in Proforma-B)" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days/parameters for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.			
5.0	To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Commercial Bids shall be evaluated taking into account the rates quoted in the <b>Price Bid Format</b> as per 'Proforma-B'.			
E. 1.0	<b><u>GENERAL:</u></b>  In case bidder takes exception to any			

	<p>clause of bid document not covered under BEC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the Company will be final and binding on the bidders.</p>			
2.0	<p>To ascertain the substantial responsiveness of the Bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC also and such clarifications fulfilling the BEC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.</p>			
3.0	<p>If any of the clauses in the BEC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BEC shall prevail.</p>			
4.0	<p><b><u>CUSTOMS DUTY:</u></b></p> <p>In terms of Sl. No. 404 of the Customs Notification No.50/2017-Cus dated 30.06.2017, imports of the items specified in List 33 of the Notification are subject to levy of concessional rate of customs duty @5% (BCD Nil &amp; IGST @5%) subject to conditions specified therein (Condition No. 48). However, this is subject to change as per Government guidelines and the provisions ruling at the time of tender closing will be applicable.</p> <p>Similarly, the domestic supply of such goods would attract 5% GST (i.e. IGST or CGST &amp; SGST/UTSGT) on submission of EC in terms of GST Notification No. 03/2017.</p>			
5.0	<p><b><u>PURCHASE PREFERENCE CLAUSE:</u></b></p> <p>Purchase Preference to Micro and</p>			

	Small Enterprises registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME.			
5.1	In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.			
5.2	In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.			
5.3	<b>5.3</b> In case any part of the work is sub-contracted to a Micro or Small Enterprise as per contract conditions then the contractor shall provide complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid registration certificate etc.) of the sub-contractor to OIL.			
5.4	<b><u>DOCUMENTATION REQUIRED TO BE SUBMITTED BY MSEs:</u></b>  Copy of valid Registration Certificate, if bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME. The Registration Certificate			

	<p>should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.</p>			
5.5	<p><b><u>Purchase preference Policy (linked with Local Content)(PP-LC):</u></b></p> <p><b>5.5.1 Purchase preference policy-linked with Local Content (PP - LC) notified vide letter no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoP&amp;NG shall be applicable in this tender (Annexure- XII enclosed).</b></p> <p>5.5.2 Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions specified at clause No. 37.0 of ITB and shall have to submit all undertakings / documents applicable for this policy.</p>			
6.0	<p><b><u>COMPLIANCE OF THE COMPETITION ACT, 2002:</u></b> The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.</p>			

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