

Tender No. **G127375L10**

Oil India Limited invites competitive bids from already short listed parties as per approval of Competent Authority having requisite experience/resources for the following work:

Description of work	Location
CONSTRUCTION AND LAYING OF 22.3 KM LONG X 406 mm (16") Dia. PIPELINE FROM ITF TENGAKHAT TO SHALMARI HOOK UP POINT.	TENGAKHAT TO SHALMARI, Dibrugarh, Assam, India

OTHER DETAILS

- a) Cost of tender document : NIL
- b) Issuing of tender document from :27.04.2010 onwards
- c) Bid Closing date: 24.05.2010 [1400 Hrs]
- d) Contract Period: 180 days
- e) Earnest money deposit: Rs. 2,65,000.00 (Two Lakhs sixty five thousand only) – Non-Interest bearing
- f) Application for issue of tender paper to be addressed to General Manager (PLS), Pipeline Department, Oil India Limited, P.O.Udyan Vihar, Guwahati 781171

6.2 BID REJECTION / EVALUATION CRITERIA

A) BID REJECTION CRITERIA (BRC)

The bid shall conform to the specifications and terms and conditions given in the Bidding Documents. Bids will be rejected in case material and services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected. All the documents related to BRC shall be submitted along with the Techno-Commercial Bid.

6.3 TECHNICAL :

6.3.1 BIDDERS ELIGIBILITY CRITERIA

- i) The Bidder shall have successfully completed API quality cross-country Hydrocarbon pipeline construction conforming to ANSI – B 31.4 / ANSI – B 31.8 for sizes 300 mm (12") diameter or above.

- ii) The Bidder shall have executed a single pipeline of equivalent length of at least 150 (one hundred and fifty) inch- km for pipeline size 12 inch dia. and above under a single contract during last 7 (seven) years preceding 31.03.2010.

Note: 1. Equivalent length means the product of the pipeline length in km. and pipeline diameter in inch i.e. 8 km. length of 16 inch dia, pipeline = 128 inch km. equivalent length or 10 km. length of 12 inch dia, pipeline = 120 inch km. equivalent length and so on. (only 12 inch diameter pipe and above will be considered for evaluation)

6.3.2 The average annual financial turnover of the Bidder during the last three years (ending 31st March 2010) should be not less than Rs 1.59 crores (Rupees one Crore Fifty Nine lakhs only).

6.3.3 Experience of having successfully completed in the last 7 years ending 31st March' 2010

- a) 3 similar work of value not less than Rs. 2.12 crores (Rupees Two crore and Twelve lakhs only) each

OR

- b) 2 similar work of value not less than Rs. 2.65 crores (Rupees Two crore and Sixty Five lakhs only) each

OR

- c) 1 similar work of value not less than Rs. 4.24 crores (Rupees Four crore and Twenty Four lakhs only) each

6.3.4. All documents relating to clause 6.3.1, 6.3.2 and 6.3.3 above required for establishing successful completion of above contracts must be submitted along with techno-commercial bid. These documents should be in the form of copies of Contracts / work orders/ completion certificates/ payment certificates issued by the Owner. However, the originals of these documents shall have to be produced by the bidder as and when asked for.

6.4 COMMERCIAL:

6.4.1 Bidder shall submit the offer under Single Stage" Two Bid System". The "Techno-commercial bid" and the "Price Bid". Both the bids shall be sealed in two separate envelopes super-scribing the Tender No., Bid closing date and clearly mentioning about the bid i.e. either "**TECHNO-COMMERCIAL BID**" or "**PRICE BID**" as the case may be. Both the envelopes shall then be put inside one single envelop, duly sealed, super-scribing the Tender No. and Bid closing date on the same. Any offer, not complying with the above mentioned procedure will be rejected.

6.4.2 The Techno-Commercial Bid should not have any price indication.

6.4.3 Bidder shall furnish Bid Security along with Bid as referred to in Section-2. Bid security shall be furnished as a part of 'Techno-Commercial Bid'. Any bid

not accompanied by a proper bid security will be rejected.

- 6.4.4 Validity of the bid shall be minimum 180 days. Bids with lesser validity will be rejected.
- 6.4.5 Any bid received in the form of Telex/Cable/Fax/E-mail/ Telephone call will not be accepted.
- 6.4.6 Bid shall be typed or written in indelible ink and original bid shall be signed by the Bidder or their authorized representative on all pages failing which the bid will be rejected.
- 6.4.7 Bid shall contain no inter-lineation, erasures or overwriting except as necessary to correct errors made by Bidder, in which case such corrections shall be initialed by the person(s) signing the bid. However, **white fluid should not be used for making corrections**. Any bid not meeting this requirement shall be rejected.
- 6.4.8 Bidders must quote clearly and strictly in accordance with the price schedule outlined in Section-5 of Bidding Documents, otherwise the bid will be rejected.
- 6.4.9 Any bid containing false statement will be rejected.
- 6.4.10 The Bid Documents are not transferable. Bids made by parties who have not purchased the Bid Documents from the Company will be rejected.
- 6.4.11 Any Bid received by the Company after the deadline for submission of bids prescribed by the Company will be rejected.
- 6.4.12 Price quoted by the successful Bidder must be firm during the performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and rejected.
- 6.4.13 The following Clauses with all its sub-clauses should be agreed in toto, failing which the bid will be rejected. To this effect Bidder shall submit an undertaking along with the Techno Commercial Bid.
 - a) Performance Security Clause
 - b) Force Majeure Clause
 - c) Termination Clause
 - d) Settlement of disputes Clause
 - e) Liquidated Damages Clause.
 - f) Acceptance of Jurisdiction and applicable law.
 - g) Tax liabilities clause.

- h) Insurance clause.
- i) With holding clause.
- j) Liability clause.

6.5 GENERAL:

- 6.5.1 In case Bidder takes exception to any clause of Tender 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 the 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.
- 6.5.2 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the Bidder for clarification in respect of clauses covered under BEC/BRC also and such clarification fulfilling the BEC/BRC clauses must be received on or before the deadline given by the Company, failing which the offer will summarily rejected.
- 6.5.3 In case, any of the clauses in the BRC contradict with other clauses of Bid Document elsewhere, then the clauses in the BRC shall prevail.
- 6.5.4 Any exceptions/deviations to tender must be spelt out by Bidder in their 'Techno-Commercial' bid only. Any additional information/terms/ conditions furnished in sealed 'Price Bid' will not be considered by Company for evaluation/award of contract.

6.6 BID EVALUATION CRITERIA (BEC):

- 6.6.1 The bids conforming to the technical specifications, terms and conditions stipulated in the bid documents and considered to be responsive after subjecting to the Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria given below:
 - 6.6.1.1 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of total cost of various works envisaged under the contract.
