

NIT FOR TENDER NO. CGI 5228P21

OIL INDIA LIMITED
(A Government of India Enterprise)
Pipeline Headquarters
P. O. –Udayan Vihar, Guwahati-781171, Assam, India
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E-Tender

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

Tender No	Bid Closing Date & Time	Service Description
CGI 5228P21	22-04-2021 At 11.00 A.M.	Intelligent pigging Survey(IPS) of 406.4 mm (16") OD Nahorkatiya Noonmati Crude Oil Pipeline including Branch line to Numaligarh Refinery and Tengakhat-RS18 sector.

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

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

BID REJECTION CRITERIA & BID EVALUATION CRITERIA FOR THE TENDER

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

For Intelligent Pigging Survey (IPS) of 406.4 mm (16”) OD Naharkatia (PS1) - Noonmati PS5).

1.0 BID REJECTION CRITERIA (BRC):

The bid shall conform generally to the specifications and terms and conditions given in the Bidding Documents. Bids shall be rejected in case services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the conformity of the bid to the stipulated specifications, the following requirements shall have to be particularly met by the Bidders without which the offer will be considered as non-responsive and rejected.

1.1 TECHNICAL:

Bidder must meet the following criteria:

The bidder must have an experience of successfully completed Intelligent Pigging Surveys (IPS) of following magnitude with ‘High Resolution’ ILI tool (MFL and XYZ Mapping) of defect

detection performance of POD \geq 90 % for cross-country hydrocarbon Pipelines during last 7(Seven) years ending original bid closing date.

- a. A single contract of minimum 60 km section length of pipeline in single stretch of diameter not less than 406.4 mm OD (16 inch) for MFL inspection.

AND

- b. Minimum 60 km section length of pipeline in single stretch for XYZ mapping.

Note:

In support of the experiences and establishing successful execution of work, bidder must submit documentary evidences in the form of copies separate contract for (a) and (b) OR single contract for (a) and (b) along with technical bid. These documents should be in the form of original or self-certified copies of completion certificate with corresponding copies of contracts or work orders etc. issued by the clients. The original of these documents shall have to be produced by bidder to OIL as and when asked for.

In case bid is submitted on the basis of experience of the parent company:

Offers of those bidders who themselves do not meet the experience criteria as stipulated in Clause Nos. 1.1 (a & b) can also be considered provided the Bidder is a wholly owned subsidiary company of the parent company. However, the parent company of the Bidder should on its own meet the experience as stipulated in the BRC and should not rely for meeting the experience criteria on its sister subsidiary/ co-subsiary 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, with a view to ensure commitment and involvement of the parent company for successful execution of the contract, the participating bidder should enclose an Agreement & Guarantee (as per format enclosed) between the parent and the subsidiary company to OIL for fulfilling the obligation under the Agreement, along with the technical bid.

Documentary evidence to this effect to be submitted by the bidder along with the techno-commercial bid.

1.2 FINANCIAL:

1.2.1 Annual financial turnover of bidder during any of preceding three financial/accounting years from the original bid closing date should be at least **Rs. 7,55,48,200.00** of value.

1.2.2 The Net worth of the bidders shall be positive for preceding financial/accounting year.

1.2.3 For proof of Annual financial turnover should be either in the form of audited balance sheet or certification from Chartered/Cost Accountant firm indicating the Code / Membership Number. For Proof of Annual Turnover any of the following documents /photocopy must be furnished:

- a) A Certificate issued by a practicing Chartered / Cost Accountant Firm, with membership number certifying the Annual Turnover and nature of business.
- b) Audited Balance Sheet and Profit & Loss account.

1.2.4 For consortium:

- a. At least one member of the consortium to meet the above criteria of 50% turnover.

b. The other members of consortium should meet minimum 25% turnover requirement.

1.2.5 Period for consideration :

In any of preceding 3 financial years

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

Bid from Subsidiary Company with Financial Collaboration:

In case, the bidder does not meet the criteria as per clause No. 1.2.1, 1.2.2 & 1.2.3 above, may also bid on the strength of Parent company provided all the following criteria are compiled:

A) The bidder is a wholly owned subsidiary Company of the parent company. The parent company meets the financial criteria as per clause No. 1.2.1, 1.2.2 & 1.2.3 above. In case the audited Balance sheet and Profit and Loss Account submitted along with bid are in currencies other than Rupees, the bidder shall have to convert the figures in equivalent Rupees through a certified chartered Accountant considering the prevailing conversion rate on the date on which the audited Balance sheet and Profit and Loss Account were signed.

B) The bidder shall submit a Memorandum of Understanding (MOU) / Agreement with their financial collaborator clearly indicating the binding of the parent company towards the subsidiary company which shall remain valid and binding for the contract period under this tender

1.3 COMMERCIAL:

1.3.1 Bidder shall furnish Bid Security along with Bid. Bid security shall be furnished as a part of 'Techno-Commercial Bid'. Any bid not accompanied by a proper bid security will be rejected. Bidder shall submit original document to the address as specified with BCD and scanned copy shall be submitted along with the e-Tender.

1.3.2 Any bid received in the form of Telex/Cable/Fax/E-mail/ Telephone call will not be accepted.

1.3.3 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. Rates shall be quoted in figures as well as in words. Bidder shall submit scanned copy of the signed bid as mentioned above as per e-Tendering procedure.

1.3.4 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.

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

1.3.6 Any bid containing false statement will be rejected.

- 1.3.7 Bidders must quote clearly and strictly in accordance with the price schedule outlined in Bidding Documents; otherwise the bid will be rejected.
- 1.3.8 The Bid Documents are not transferable. Bids made by parties who have not purchased the Bid Documents from the Company will be rejected.
- 1.3.9 Any Bid received by the Company after the deadline for submission of bids prescribed by the Company will be rejected.
- 1.3.10 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.
- 1.3.11 The following Clauses with all its sub-clauses should be agreed in toto, failing which the bid will be rejected.
 - 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.

1.4 GENERAL:

1.4.1 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.

1.4.2 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.

1.4.3 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.

1.4.4 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.

Bidder shall fulfill all the relevant clauses applicable in case of legacy system or e-Tender whichever is applicable.

2.0 BID EVALUATION CRITERIA (BEC):

2.1 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:

- 2.2** 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, as per price bid format.

3.0 PAYMENT TERMS:

SL. NO	ITEM/STAGE	% value
1	On completion of mobilization of cleaning, gauging and inspection tools.	5% of Contract value
2	On completion of cleaning, gauging survey in each section.	10% of contract value (in pro rata value for each section)
3	Immediately after completion of IP Tool Runs (MFL & XYZ) in each section.	25% of contract value (in pro rata value for each section)
4	Upon submission of report for dig verification in sections.	10% of Contract value (in pro rata value for each section)
5	Upon completion of successful Dig verification in each section.	20% of contract value (in pro rata value for each section)
6	Upon submission of complete inspection/survey reports and accepted by OIL.	30%

**PARENT COMPANY GUARANTEE
DEED OF GUARANTEE**

This DEED OF GUARANTEE executed at ----- this ----- Day of by: M/S -----
 --, a Company organized and existing under the laws of----- having a principal business office at -
 ----- hereinafter referred to as “Guarantor” which expression shall, unless excluded by or
 repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns..
 WHEREAS M/S OIL INDIA LIMITED (OIL), a Govt. Of India “Navaratna” category Enterprise and
 premier Oil Company engaged in Exploration, production and transportation of Crude oil & Natural gas
 having its Headquarters at Duliajan-786602,Dist. Dibrugarh, Assam hereinafter referred to as “Company”
 which expression shall, unless excluded by or repugnant to the subject or context thereof ,be deemed to
 include its successors and assigns, floated eTender No. -----inviting offers from Vendors
 for Intelligent Pigging Survey (IPS) of 406.4 mm (16”) OD section of Naharkatia-Noonmati (NBPL)
 437.8 km long Crude Oil Pipeline between Naharkatia Pump Station (PS1) to Noonmati Pump Station
 (PS5).M/S -----, a Company registered under the Company’s Act 1956 and having its Registered
 Office at -----hereinafter referred to as “Subsidiary”, which expression shall, unless
 excluded by or repugnant to the subject or context thereof, be deemed to include its successors and
 permitted assigns, a wholly owned subsidiary of the Guarantor, have in response to the above mentioned
 tender invited by the Company, submitted their Bid No. ----- dated----- to

the Company with one of the condition that the Subsidiary shall arrange a guarantee from its parent company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by the Company at any stage. The Guarantor represents that they have gone through and understood the requirement of the above mentioned tender and are capable of and committed to provide technical, financial and such other supports as may be required by the Company for successful execution of the same. The Subsidiary and the Guarantor have entered in to an agreement dated as per which the Guarantor shall be providing technical, financial and such other supports as may be necessary for performance of the work relating to the said tender. Accordingly, at the request of the Subsidiary and in consideration of and as a requirement for the Company to enter into agreements with the Subsidiary, the Guarantor hereby agrees to give this Guarantee and undertakes as follows:

1. The Guarantor (Parent Company) unconditionally agrees that in case of non-performance by the Subsidiary of any of its obligations in any respect, the Guarantor shall immediately on receipt of notice of demand by the Company take up the job without any demur or objection, in continuation and without loss of time and without any cost to the Company and dully perform the obligations of the Subsidiary to the satisfaction of the Company. In case the Guarantor also fails to discharge its obligations herein and complete the job satisfactorily, the Company shall have absolute rights for effecting the execution of the job from any other person at the risks and costs of the Guarantor. The Guarantor also undertakes to make good any loss that may be caused to the Company for non-performance or un-satisfactory performance by the Guarantor or Subsidiary of any of their obligations.
2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Subsidiary.
3. The Guarantor shall be jointly with the Subsidiary as also severally responsible for satisfactory performance of the contract entered between the Subsidiary and the Company.
4. The liability of the Guarantor under this Guarantee is limited to the total value of the contract entered between the Subsidiary and the Company and in no event shall the Guarantor's liability hereunder, either in its capacity of Guarantor or as Contractor should it perform the Contract in the event of the subsidiary's non-performance as per point No.1 herein above, exceed that of the Subsidiary under the mutually agreed Contract awarded to the Subsidiary. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Subsidiary.

5. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the Governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection there with or for the due performance of the Guarantors obligations hereunder.

6. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of Assam, India.

7. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion from any person and that the Guarantor has fully understood the implications of the same.

8. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing law or any judgment.

For and on behalf of (Parent Company)

M/s -----.

Per : Signature :

Name :

Designation :

Witness : 1

Signature :

Name :

Designation :

Date :

Witness : 2

Signature :

Name :

Designation :

Date :

**Format of agreement between bidder and the parent company
(To be made on stamp paper of requisite value and notarized)**

This agreement made this ----- Day of ----- by and between -----having its Registered Office at ----- herein after referred to as bidder of the first part AND M/S -----, a Company organized and existing under the laws of ----- having a principal business office at ----- hereinafter referred to as “Parent Company” on the other part,

WHEREAS

M/S OIL INDIA LIMITED having its Headquarters at Duliajan-786 602, Dist: Dibrugarh, Assam (herein after referred to as OIL), has invited offers vide their e-Tender No. _____ inviting offers from Vendors for Hiring of Services for Intelligent Pigging Survey (IPS) of 406.4 mm (16”) OD section of Naharkatia-Noonmati (NBPL) 437.8 km long Crude Oil Pipeline between Naharkatia Pump Station (PS1) to Noonmati Pump Station (PS5)

AND WHEREAS

M/S -----, (Bidder) intends to bid against the said tender and desires to have a financial and technical support of M/s ----- (Parent Company) and whereas Parent Company represents that they have gone through and understood the requirement of the above mentioned tender and are capable of and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed to by and between the parties as follows:

1. M/S-----, (Bidder) will submit an offer to OIL for the full scope of work as envisaged in the tender document as a main bidder and liaise with OIL directly for any clarifications etc. in this contexts.
2. M/S ----- (Parent Company) undertakes to provide financial, technical support and expertise, expert manpower and procurement assistance and project management to support the bidder to discharge its obligations as per the Scope of Work of the tender/Contract for which the offer has been made by the bidder and accepted by the Parent Company.

However, as a minimum, following services will be covered by the Parent Company:

- a. This agreement will remain valid till validity of bidder’s offer to OIL including extension if any and till satisfactory performance of the Contract in the event the Contract is awarded by OIL to the bidder.
- b. It is further agreed that for the performance of work during Contract period bidder and Parent Company shall be jointly and severally responsible to OIL for satisfactory execution of the contract.
- c. However, the bidder shall have the overall responsibility of satisfactory execution of the Contract awarded by OIL.

In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of (Bidder)
(M/S -----)

Signature :
Name :
Designation

Witness: 1
Witness: 2

For and on behalf of (Parent Company)
(M/s-----)

Signature :
Name :
Designation :

Witness: 1
Witness: 2

Oil India Limited (OIL) has engaged the following 09 (Nine) Independent Inspection Agencies for a period of 04 (four) years with effect from 06.05.2020 to verify and certify of various documents required against BEC/BRC of the tender:

- i. M/s. RINA India Pvt. Ltd.
- ii. M/s. Dr. Amin Controller Pvt. Ltd.
- iii. M/s. Germanischer Lloyd Industrial Services GmbH (DNV GL- Oil & Gas)
- iv. M/s. TÜV SÜD South Asia Pvt. Ltd.
- v. M/s. IRCLASS Systems and Solutions Private Limited
- vi. M/s. Gulf Llyods Industrial Services (India) Pvt. Ltd.
- vii. M/s. TUV India Private Limited
- viii. M/s. TÜV Rheinland (India) Pvt. Ltd.
- ix. M/s. Bureau Veritas (India) Private Limited.

2.0 The Bidders have to get verified and certified the various documents required against BEC/BRC of the tender by anyone of the above Independent Inspection Agencies and submit the duly certified Inspection Certificate 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.

3.0 As mentioned above, Bidder(s) have to submit the verified documents along with the Technical Bids. Bid submitted with un-verified supporting documents shall not be normally considered. However, in case a bidder submits its bid alongwith 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 seven (7) days of actual 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 seven (7) days of actual bid opening at its own risk and responsibility. If a bidder does not submit the undertaking towards submission of third party certification within 7 days from date of Bid Closing date, but certified document reaches us within the cut-off date of above seven (7) days, then such bids shall be considered.

4. The methodology of inspection/ verification of documents followed by the agencies is broadly as under but not limited to :

- (a) Oil India Limited will incorporate a relevant clause in the tender along with the list of empanelled inspection agencies where document verification pertaining to BEC/BRC of the tender is required. The prospective bidder will contact any of the empanelled inspection agencies against such tender. When prospective bidders approach any of the OIL's empanelled Inspection Agency, the agency will ask for the tender document and should go through the Tender Document, especially the requirements of BEC/BRC and list the documents to be verified. The inspection Agency 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**. A copy of the Inspection Certificate shall be directly sent to the Concerned Tendering officer of OIL INDIA LIMITED, mentioned in the respective tender.

(b) Verification of documents are normally categorised as under:

➤ **General Requirement:**

- Check Bidder's PAN Card
- Check Bidder's GST Certificate
- Check ITR of company – last three years (minimum)
- Check Bidder's Certificate of Incorporation – Domestic Bidder.

➤ **Additional Documents : (If applicable against the tender)**

- Joint Ventures Agreements – To Double-check with JV Partners
- Consortium Agreements – To Double-check with Consortium Partners
- Holding/ Parent/Subsidiary Company – To check the notarized Share Holding pattern

➤ **Technical Criteria**

- Experience Proof –To check Original Work Order as per BEC /criteria
- To check Company Name
- To check Similar Work Definition against Work Order, Scope of work (JV or Consortium too)
- To check the Execution period
- To Check the Completion Certificates – Letter of Appreciations of proper Execution
- Reference contact verification and true copy verification
- Match Original Work Order/Contract Copy with Soft Copies or notarized scan copies

➤ **Financial Criteria**

- Check Audited Balance Sheet – Turnover as per BEC along with the bidder's compliance with respect to the following clause:

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

- Check Net-Worth – as per BEC
- Check Notarization validity
- Check original audited Balance Sheet with scan copies.
- To check the Line of Credit, if incorporated in the tender.

ANNEXURE-AA:

CERTIFICATE OF ANNUAL TURNOVER & NETWORTH

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

TO WHOM IT MAY CONCERN

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

YEAR	TURNOVER (₹)	NET WORTH (₹)

Place:

Date:

Seal:

Membership Code and Registration No.

Signature

