

FORWARDING LETTER
WORKS CONTRACT

Sub.: IFB No. CGI1519P26 FOR SUPPLY & INSTALLATION OF MONOLITHIC INSULATING JOINT AND HOT TAPPING WORKS FOR PIPELINE REHABILITATION PROJECT-PHASE-II

Dear Sirs,

- 1.0 OIL INDIA LIMITED (OIL), a “Maharatna” Category, Government of India Enterprise, is a premier oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam.
- 2.0 In connection with its operations, OIL invites National Competitive Bids (NCB) from competent and experienced/approved Contractors/Firms for the mentioned work under OPEN E-TENDER SINGLE STAGE TWO BID SYSTEM through OIL’s E-Procurement Portal: “<https://etender.srm.oilindia.in/irj/portal>”. M/s. Lyons Engineering Pvt. Ltd has been engaged as Project Management Consultant for ”Pipeline Rehabilitation Project – Phase II” of Approximately 700KM in the states of Assam, West Bengal and Bihar. One complete set of Bid Document covering OIL’s IFB for hiring of contractor for the above work is uploaded in OIL’s eprocurement 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:

1.	IFB No./E-Tender No.	:	CGI1519P26
2.	Type of Bidding	:	Open Indigenous E-Tender, Single Stage Two Bid System
3.	Bid Closing Date & Time	:	As mentioned in the E-Procurement Portal
4.	Technical Bid Opening Date & Time	:	As mentioned in the E-Procurement Portal
5.	Priced Bid Opening Date & Time	:	Will be intimated only to the eligible/qualified Bidders nearer the time
6.	Bid Submission Mode	:	Bids must be uploaded online in OIL’s E-Procurement Portal
7.	Bid Opening Place	:	Office of GM- Contracts & Purchase(HoD) Contracts Department, Oil India Limited, Pipeline Head Quarters (PHQ), GUWAHATI-781171, Assam, India.
8.	Bid Validity	:	Minimum 120 (One Hundred Twenty) days from Bid Closing/Opening Date. Note: In exceptional circumstances, OIL may solicit the Bidder's consent to an extension of the period of validity. The request and the response

			thereto shall be made in writing (or by Fax). A Bidder may refuse the request. A Bidder granting the request will neither be required nor permitted to modify their bid.
9.	Mobilization Period		Mobilisation shall be completed within 30 days from the date of issue of LOA. Refer relevant Clause of SCC for details.
10.	Bid Security/EMD Amount		All the bidders (including MSEs) must submit the bid security/EMD of amount INR 46,44,000.00
11.	Bid Security Validity	:	As mentioned in the E-Procurement Portal
12.	Original Bid Security to be submitted within	:	On or before the Bid closing date and time at the following address: Office of CGM- Project (HoD) Pipeline Project Department, Oil India Limited, Pipeline Head Quarters (PHQ), GUWAHATI-781171, Assam, India. Email: plproject@oilindia.in; Contact: Mr. Jyotirmoy Das
13.	Amount of Performance Security	:	Performance security amount shall be 10% of total contract value excluding GST. Performance security shall be submitted within 30 days from the date of issue of LOA. Note: Any upward change in Contract value shall lead to increase in Amount of Performance Security proportionately. Refer Clause No. 28.0 of Instruction to Bidder (ITB).
14.	Validity of Performance Security		Performance security should be valid for 03 (three) months beyond the defect liability period.
15.	Integrity Pact	:	Applicable. Must be digitally signed & uploaded along with the Techno-commercial Bid.
16.	MSE Purchase Preference	:	Not applicable.
17.	PPP-MII Purchase Preference	:	Applicable
18.	Preference to domestically manufactured Iron and Steel product (DMI&SP Policy)	:	Not applicable
19.	Restrictions on procurement from a bidder of a country which shares a land border with India	:	Applicable
20.	Pre - despatch inspection	:	Applicable for all supplied items by the bidder
21.	Third party inspection (TPI)	:	Applicable for all supplied items by the bidder
22.	Training	:	Not applicable
23.	Annual Maintenance Contract	:	Not applicable
24.	Location of job	:	OIL's operational area in Assam & West Bengal

25.	Duration of the Contract	:	Completion Schedule for entire works from the date of issuance of Letter of Award (LOA) : Three(03) Years including mobilization period of 1 (one) month
26.	Quantum of Liquidated Damage for Default in Timely Mobilization/ Completion	:	Refer Clause 34 under Special Conditions of Contract (SCC).
27.	Bids to be addressed to	:	GM- Contracts & Purchase PL, Oil India Limited, Pipeline Head Quarters (PHQ), Udayan Vihar GUWAHATI-781171, Assam, India.
28.	Site Visit		Applicable. Please see Clause 18 "SITE VISIT" below
29.	Date and Venue of Pre-Bid conference	:	Pre-bid Conference shall be held on 10.04.2026 at 14:00 PM at the below venue: Oil India Limited, Pipeline Head Quarters (PHQ), Udayan Vihar GUWAHATI-781171, Assam, India.
30.	Last Date of receipt of Pre- Bid Queries	:	On 04.04.2026 upto 23.00 Hrs (IST) Bidder may sent their queries to plproject@oilindia.in ; tanujk.rana@lyonsengineers.com girish.kumar@lyonsengineers.com ; Note: OIL will not be responsible for non-receipt or late receipt of any bidder's query.
31.	Extension of Bid Closing Date	:	The Company expects the bidders to adhere to the Bid submission end date timeline. Bidders are requested to refrain from seeking extension of "Bid Closing date" and such request for Bid Closing Date extension shall not be entertained by the Company. However, OIL at its discretion may extend the Bid Closing Date due to unforeseen circumstances.

3.0 GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT:

- 3.1 Bids are to be submitted online through OIL's E-Procurement Portal with digital signature. To participate in OIL's E-Procurement tender, bidders should have a legally valid digital certificate of Class 3 with Organizations Name and Encryption Certificate as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). Digital Signature Certificates having "Organization Name" field other than Bidder's Name are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable. In case of sole proprietorship firms, Digital Signature Certificates issued in the name of the proprietor is also acceptable provided the bid is submitted in the capacity of a proprietorship firm. Encryption certificate is mandatorily required for submission of bid. In case bidder creates response with one certificate (using encryption key) and then the bidder

changes his Digital Signature Certificate, then the old certificate (used for encryption) is required in order to decrypt his encrypted response for getting the edit mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LTD. is not responsible.

The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature used for signing is not of "Class 3 with Organizations Name and Encryption Certificate", the bid will be rejected.

Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employee.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the Bidder/Bidding company to bind the Bidder/Bidding company to the contract.

3.2 For participation, applicants already having User ID & Password for OIL's EProcurement Portal need to register against the IFB. New vendors/existing vendors not having User ID & Password for OIL's E-Procurement Portal shall obtain User ID & password through online vendor registration system in E-Portal.

3.2.1 Bidders without having E-Tender Login ID and password should complete their online registration at least 07 (Seven) days prior to the scheduled Bid Closing Date and time of the tender. For online registration, bidder may visit OIL's E-Tender site <https://etender.srm.oilindia.in/irj/portal>.

3.2.2 Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.

3.3 Parties, who do not have a User ID, can click on Guest login button in the E-portal to view and download the tender. The detailed guidelines are available in OIL's e-Procurement site (Help Documentation). For any clarification in this regard, bidders may contact e-Tender Support Cell at Duliajan at erp_mm@oilindia.in, Ph.: 0374-2807178/4903.

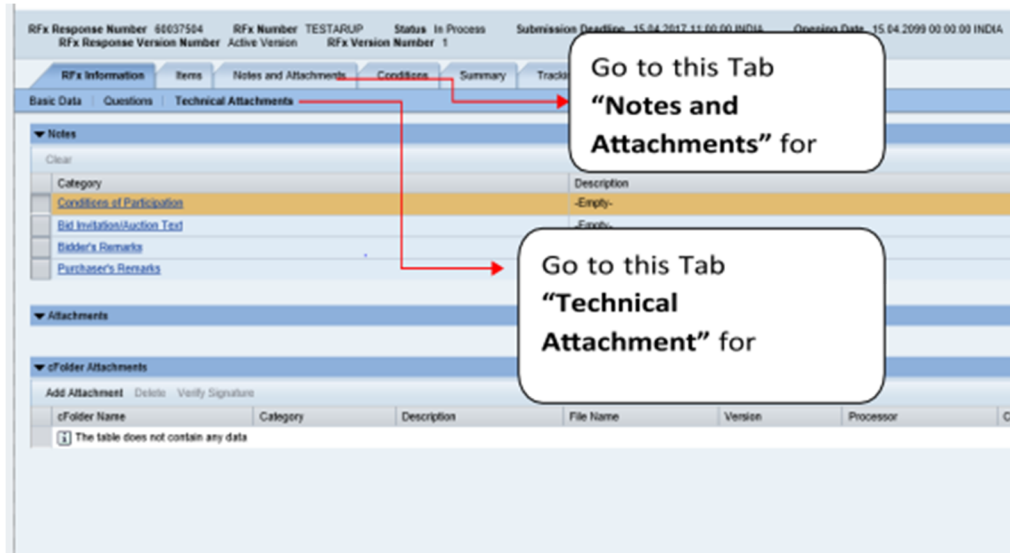
3.4 The link to OIL's E-Procurement Portal has been provided through OIL's web site (www.oil-india.com).

4.0 Bid should be submitted online in OIL's e-Procurement site on or before 11.00 AM (IST) (Server Time) of the bid closing date as mentioned in the e-Procurement portal and will be opened on the same day at 2.00 PM (IST) (Server Time) at the office of the Executive Director – Surface Project (FD) in presence of the authorized representatives of the bidders.

5.0 The price shall be quoted as specified in the "PRICE BID FORMAT" attached under "Notes and Attachments" tab. Bidder should note that no pricing information is furnished in the "Technical Attachment" (Un-priced Techno-Commercial Bid), otherwise the bid will be rejected.

- 6.0 (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to debarment from participation in future tenders, at the sole discretion of the company.
- (b) Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim/correspondence will be entertained in this regard.
- 7.0 Conditional bids are liable to be rejected at the discretion of the Company.
- 8.0 The bidders are required to furnish the composition and status of ownership of the firm in whose name bid documents have been purchased/issued along with one or more of the following documentary evidences (which are applicable to the bidder) in support of the same and scanned copies of the same should be uploaded along with the Un-priced Techno-Commercial Bid documents.
- 8.1 In case of Sole Proprietorship Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and GSTIN number.
- 8.2 In case of HUF, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and GSTIN number.
- 8.3 In case of Partnership Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, Email and telephone numbers of all the partners (including the Managing Partner), registered partnership agreement/deed and GSTIN number.
- 8.4 In case of Co-Operative Societies, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and GSTIN number.
- 8.5 In case of Societies registered under the Societies Registration Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the state and GSTIN number.
- 8.6 In case of Joint Stock Companies registered under the Indian Companies Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and GSTIN number.
- 8.7 In case of Trusts registered under the Indian Trust Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Trustee or persons who are at the helm of affairs, registration certificate from the Registrar of the state, Trust Deed and GSTIN number.

9.0 SCREEN SHOTS:



On "EDIT" Mode, bidders are advised to upload "Technical Bid" and "Priced Bid" in the respective places as indicated above:

Note:

- ❖ The "Technical Bid" shall contain all techno-commercial details except the prices.
- ❖ The "Priced bid" must contain the price schedule and the bidder's commercial terms and conditions, if any. For uploading Priced Bid, first click on 'Add Attachment', a browser window will open, select the file from the PC and name the file under Description, Assigned to General Data and click on OK to digitally sign and upload the File. Please click on 'Save' Button of the Response to Save the uploaded files.

10.0 MAINTENANCE OF TOTAL BID VALUE IN THE RESPONSE:

For convenience of the Bidders and to improve transparency, the rates/costs quoted by bidders against the E-tender shall be available for online viewing after price bid opening to those bidders whose price bids have been opened in the system. For tenders where Detailed Price Information under RFX Information Tab is "No price", the Price Bid is invited through attachment form under "Notes & Attachment". As per the existing process, Bidders must upload their pricing as per the "Price Bidding Format" under "Notes & Attachment". Additionally, the bidders must fill up the online field "Total Bid Value" under Tab Page "RFX Information" with the Total Cost (Including the GST component) as per the amount of the Price Bid in attachment form.

The screenshot shows the 'Create RFX Response' interface. At the top, there are navigation buttons: Submit, Read Only, Print Preview, Check, Technical RFX Response, and Close. Below this, the RFX details are displayed: RFX Response Number 60038748, RFX Number, RFX Owner BHARALI, and Total Value 0.00 INR. The main form area has tabs for RFX Information, Items, and Notes and Attachments. Under RFX Information, there are sub-tabs for Basic Data, Questions, and Technical Attachments. The 'Event Parameters' section includes a 'Currency' dropdown menu set to 'Indian Rupee', a 'Detailed Price Information' dropdown set to 'No Price', and a 'Terms of Payment' field. A 'Total Bid Value' field is highlighted in yellow. Three callout boxes provide instructions: one points to the Currency dropdown stating 'Bidder to select the currency of the', another points to the Detailed Price Information dropdown stating '“Total Bid Value” is mandatory in', and a third points to the Total Bid Value field stating '“Total Bid Value” considering all'.

The “Total Bid Value” as entered by the Bidder in the on-line response shall be displayed in the e-tender portal amongst the Techno-Commercially qualified bidders and Company will not take any responsibility whatsoever towards incorrect information furnished by the bidders in the “Total Bid Value” field.

It is to be noted that Amount mentioned in the “Total Bid Value” field will not be considered for bid evaluation and evaluation will be purely based on the “Price bidding Format”.

- 11.0 The selected bidder will be required to enter into a formal contract, which will be based on their bid and OIL's Standard Form of Contract.
- 12.0 The successful bidder shall furnish a Performance Security for the amount as mentioned under Clause 2.0 (xiii) above and as indicated under Para 27.0 of ITB / 10.0 of GCC before signing the formal contract. The Performance Security will be refunded to the Contractor after satisfactory completion of the work, but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. This Security Money shall not earn any interest.
- 13.0 **BACKING OUT BY L1 BIDDER AFTER ISSUE OF LOA:**
In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document the bidder shall be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.
- 14.0 **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** The information and documents furnished by the bidder/contractor in respect of the subject tender / contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake / fraudulent document or furnished false statement, the offer / contract shall be rejected / cancelled, as the case may be and the bidder (if fake document / false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company.

The bidder has to submit an undertaking in this regard as per attached Proforma-M.

15.0 PROVISION FOR ACTION IN CASE OF ERRING/DEFAULTING AGENCIES:

Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy available in OIL's website: www.oilindia.com.

16.0 Time will be regarded as the essence of the Contract and the failure on the part of the Contractor to complete the work within the stipulated time shall entitle the Company to recover liquidated damages and/or penalty from the Contractor as per terms of the tender/contract.

17.0 The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers' payment.

18.0 **SITE VISIT**

Bidder may visit and examine the site of works on their own and obtain all information that may be necessary for preparing the Bid at **any time before submission of their offer**. The cost of visiting the site shall be borne by the Bidder.

Details of site Visit coordination:

Address:

M/s OIL India Limited
OIL Pipeline Headquarter,
P.O- Udayan Vihar, Guwahati
Assam, Pin code -781171
Contact person: Jyotirmoy Das
Chief Engineer (PLP) | Pipeline Projects Department
Oil India Limited, PHQ-Narengi, Guwahati-781171

However, for ease of the bidding a proposed joint visit have been scheduled as below, in which interest bidders at his own cost may participate for site awareness.

SUMMARY OF LOCATION			
Sr. No.	Location	Tentative Site Visit date	Tentative time of Reporting
1	RS-3 KAZIRANGA	30.03.2026	8.00 am
2	RS-4 GHANI	30.03.2026	8.00 am
3	RS-5 JAGIROAD	30.03.2026	8.00 am
4	RS-8 DHARMPUR	31.03.2026	8.00 am
5	RS-9 BARPETA	31.03.2026	8.00 am
6	RS-10 PRATAPKHATA	31.03.2026	8.00 am
7	RS-11 CHEPANI	01.04.2026	8.00 am
8	RS-12 BINNAGURI	01.04.2026	8.00 am
9	RS-13 ODLABARI	02.04.2026	8.00 am
Contact person from M/s LEPL for site visit		Mr. Tanuj K. Rana, General Manager, Mob. +919650899799	
Contact person from OIL for site visit:		Mr. Jyotirmoy Das, Chief Engineer (Mob: 9707506357)	

19.0 RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH INDIA:

Subject to Order No. F.7/10/2021-PPD (1) dated 23.02.2023 (as amended from time to time) issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India, Bidders should take note of the following:

- 19.1 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)]. Further, any bidder (including bidder from bidder) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority to be eligible to bid in this tender.
- 19.2 "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- 19.3 "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means:
- a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- 19.4 The beneficial owner for the purpose of para 18.3 above will be as under:
- 19.4.1 In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
Explanation:
- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders' agreements or voting agreements;
- 19.4.2 In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- 19.4.3 In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- 19.4.4 Where no natural person is identified under 18.4.1 or 18.4.2 or 18.4.3 above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 19.4.5 In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more

interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

- 19.5 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- 19.6 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. A declaration as per Exhibit-I in this respect to be submitted by the bidder for participation in this tender.
- 19.7 Validity of registration: In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.
- 19.8 The bidders are required to provide undertaking as per Exhibit-II & Exhibit-III along with their bid complying with Clause No. 18.1 above for participation in this tender.
- 19.9 If the undertakings viz. Exhibit-I, Exhibit-II and Exhibit-III given by a bidder whose bid is accepted is found to be false, this would be a ground for debarment/action as per OIL's Banning Policy and further legal action in accordance with law.
- 20.0 **PRE-BID MEETING:** In order to avoid clarification/confirmation after opening of bids, wherever specifically mentioned in NIT, Pre-bid meeting shall be held so as to provide an opportunity to the participating bidders to interact with OIL with regard to various tender provisions/ tender specifications and to explain the requirements of Company in details to the interested prospective Bidders and to understand bidders' perspective including exchange of views/clarifications, if any, on the Scope of Work, Bid Evaluation Criteria and other terms & conditions of the Tender.
- 20.1 All costs for attending the Pre-Bid meeting shall be to prospective bidders' account.
- 20.2 The bidders meeting following requirement shall only be considered for attending the pre-bid conference.
- Bidders should depute their employees (preferably) who are competent to present their queries in the Pre-Bid Meeting.
 - The bidder may send their queries, if any, on Bidding Document by e-mail girish.kumar@lyonsengineers.com; tanujk.rana@lyonsengineers.com; plproject@oilindia.in; to reach PMC by the cut-off date specified in the IFB after which OIL/PMC shall reserve the right not to entertain any queries. The queries received within cut-off date shall be replied during the Pre-bid meeting. The queries raised (without identifying the sources of the query) and the responses given will be transmitted to all who have been provided access to the Bidding Documents. While submitting queries before pre-bid meeting, bidder(s) shall be required to provide details of its representative, who will attend pre-bid meeting and those persons only will be permitted to attend the pre-bid meeting. The maximum number of persons that would be permitted per bidder for participation in prebid meeting shall be limited to two (2) persons. □ Bidder to ensure that authorized representatives attending the pre-bid meeting should be competent to discuss and conclude the technical and commercial issues, so that they are able to submit a 'Zero Deviation Bid'.
- 20.3 Non-attendance of the pre-bid meeting shall not be a cause for disqualification of the bidder.

20.4 Any modification to the Bidding Documents, which may become necessary as a result of the pre-bid meeting, if agreed by OIL, shall be made by OIL through the issuance of an amendment to tender only.

20.5 Clarifications/exceptions/deviations, if required any, should be brought out by the bidder prior to the Pre-Bid Conference only (Please refer the date of submission of Pre-bid Query). After processing these suggestions, as a sequel to the pre-bid conference, Company may communicate the changes in this regard, if agreed any, through an addendum to tender document. Company will not accept any exception/deviation to tender conditions/specifications once the same are frozen after the pre-bid conference and the non-compliant bid (s) shall be rejected outright against this tender.

20.06 Format for submission of pre-bid queries as under (To be submitted in word/xls form along with official letter head):

Sl.no	Tender Cluse no	Query	Remarks/Reason, if any

21.0 OIL now looks forward to your active participation in the IFB.

Thanking you,

Yours faithfully,

OIL INDIA LIMITED

Regards

Gitasree Sarmah

Chief Manager Materials (PL)

For Dy. General Manager Materials (PL)

For General Manager (C&P)

For Executive Director (PLS)

OIL INDIA LIMITED, PIPELINE HEADQUARTERS, Guwahati

Email: gitasree_sarmah@oilindia.in

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**Bid document for supply & installation of Monolithic Insulating
Joint and Hot Tapping works
For Pipeline Rehabilitation Project-Phase-II
OIL's e-Tender no.: CGI1519P26**

PART-1
INSTRUCTIONS TO BIDDERS

1.0 Eligibility of the bidder:

- 1.1 The eligibility of the bidder are listed under BID EVALUATION CRITERIA (BEC), of the Bid document.
- 1.2 Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.0 Bid Documents:

- 2.1 The services required, bidding procedures and contract terms are prescribed in the Bid Document. This Bid Document includes the following:
- a) A Tender Forwarding Letter
 - b) Instructions to Bidders(ITB),
 - c) Bid Evaluation/Rejection Criteria (BEC)
 - d) General Conditions of Contract,
 - e) Scope of Work/Terms of Reference,
 - f) Special Conditions of Contract
 - g) Price Schedule Format, (Proforma-A) (Attached under “Notes and Attachments” tab in the main bidding engine of OIL’s E-Tender portal)
 - h) Bid Form, (Proforma-B)
 - i) Statement of Non-Compliance, (Proforma-C)
 - j) Bid Security (Bank Guarantee Format) (Proforma-D)
 - k) Performance Security Form, (Proforma-E)
 - l) Sample Agreement Form (Proforma-F)
 - m) Proforma of Letter of Authority (Proforma-G)
 - n) Authorization for Attending Bid Opening (Proforma-H)
 - o) Integrity Pact (Proforma-I)
 - p) Safety Measures (Proforma- J)
 - q) Certificate of Compliance of Financial Criteria (Proforma -K)
 - r) Certificate of Annual Turnover & Net Worth (Proforma-L)
 - s) Format of undertaking by Bidders towards submission of authentic information/documents (Proforma -M)
 - t) E-remittance format (Proforma-N)
 - u) Undertaking toward submission of bank guarantee-(Proforma-O)
 - v) Declaration by bidder (Proforma-P)
 - w) Proforma of indemnity bond for supply of materials by purchaser/owner (Proforma -Q)
 - x) Commercial check List (Proforma-R)
 - y) Format for Hindrance Register (Proforma-S)
 - z) Undertaking for Local Content (Proforma-T)
 - aa) Undertaking for Land Border Sharing (Proforma-U)



**Bid document for supply & installation of Monolithic Insulating
Joint and Hot Tapping works
For Pipeline Rehabilitation Project-Phase-II
OIL's e-Tender no.: CGI1519P26**

- bb) Certificate by Chartered Accountant for Owned Equipment (Proforma-V)
- cc) Certificate by Chartered Engineer for Owned Equipment (Proforma-W)

3.0 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a bid not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

4.0 Bidders shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

5.0 Transferability of bid documents:

5.1 Bid Documents are non-transferable. Bid can be submitted only by the bidder in whose name the Bid Document has been issued/registered.

5.2 In case of e-Tender, Bidder must submit the bid using Organizational Class-3 Digital Signature issued by the Competent Authority in favour of the bidder. Bid submitted using Digital Signature other than the Digital Signature of the bidder shall be summarily rejected.

5.3 Unsolicited bids will not be considered and will be rejected straightway.

6.0 Amendment of bid documents:

6.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of an Addendum(s)/Corrigendum(s)/Amendment(s).

6.2 The Addendum will be uploaded in OIL's E-Tender Portal in the Tab "Technical Rfx" and under External Area - "Amendments" folder. The Company may, at its discretion, extend the deadline for bid submission. Bidders are expected to take the Addendum into account in preparation and submission of their bid. Bidders are to check from time to time the E-Tender portal ["Technical RFX" Tab and under the folder "Amendments"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.



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7.0 Preparation of Bids

7.1 Language of Bids:

The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the OIL shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, duly authenticated by local chamber of Commerce of bidder's country, in which case, for purposes of interpretation of the bid, the translation shall prevail.

7.2 Bidder's/Agent's Name & address: Bidders should indicate in their bids their detailed postal address including the Fax/Telephone / Cell Phone Nos. and E-mail address. Similar information should also be provided in respect of their authorised Agents in India, if any.

8.0 Documents comprising the bid:

Bids are invited under **Single Stage Two Bid System**. The bid to be uploaded by the Bidder in OIL's E-Tender portal shall comprise of the following components:

- (A)** Technical Bid (to be uploaded in "Technical Attachments" tab)
- a) Complete technical details of the services offered.
 - b) Documentary evidence established in accordance with Clause 12.0.
 - c) Bid Security in Proforma-D
 - d) Copy of Bid-Form without indicating prices in Proforma-B.
 - e) Statement of Non-compliance as per Proforma-C.
 - f) Copy of Priced Bid without indicating prices (Proforma-A).
 - g) Integrity Pact digitally signed by OIL's competent personnel as Proforma-I attached with the bid document to be digitally signed by the bidders Authorised representative.
 - h) All Other relevant Undertakings and Proformas as applicable as part of Bid.

Note: **Please note that, No price should be mentioned in the "Technical Attachments" tab.**

- (B)** Price Bid (to be uploaded in "Notes and Attachments" tab)

Bidder shall quote their prices in the following Proforma available in OIL's E-procurement portal in the "Notes & Attachments" Tab:

- a) Price-Bid Format as per **Proforma-A**
- b) Bid Form as per **Proforma-B**

The Priced Bid shall contain the prices along with the currency quoted and any other commercial information pertaining to the service offered.



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9.0 Bid Form:

The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in their Bid.

10.0 Bid Price:

10.1 Prices must be quoted by the Bidders online as per the price bid format available in OIL's E-Tender Portal under "Notes & Attachment" Tab. Prices must be quoted by the bidders as per the Price/Bidding format.

10.2 Prices quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account.

10.3 All duties (except customs duty which will be borne by the Company) and taxes (excluding GST) including Corporate Income Tax, Personal Tax, Assam Entry Tax etc. and other Cess/levies payable by the successful bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made considering the quoted GST in the proforma. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

11.0 Currencies of bid and payment:

A bidder expecting to incur its expenditures in the performance of the Contract in more than one currency, and wishing to be paid accordingly, shall so indicate in the bid. In such a case, the bid shall be expressed in different currencies and the respective amounts in each currency shall together make up the total price.

Indian bidders too can submit their bids in any currency (including Indian Rupees) and receive payment in such currencies on par with foreign bidders. However, currency once quoted will not be allowed to be changed.

12.0 Documents establishing bidder's eligibility and qualifications:

These are listed in BID EVALUATION CRITERIA (BEC), of the Bid document.

13.0 Bid Security: As mentioned under Commercial Clause of BEC/BRC



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14.0 PERIOD OF VALIDITY OF BIDS :

- 14.1 Bids shall remain valid as per the requirement mentioned in forwarding letter from the date of closing of bid prescribed by the Company. Bids of shorter validity will be rejected as being non-responsive. If nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid **for 120 days** from Bid Closing Date.
- 14.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing through Fax or e-mail. A Bidder granting the request will neither be required nor permitted to modify their Bid.

15.0 Signing & submission of bids:

15.1 Signing of bids:

- 15.1.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using "Class 3" digital certificates with Organization's Name [e-commerce application (Certificate with personal verification and Organization Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded. Digital Signature Certificates having Bidder's Name in the "Organization Name" field are only acceptable. Digital Signature Certificate having "Organization Name" field other than Bidder's Name shall be rejected summarily.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidder holding a Power of Attorney to bind the Bidder to the contract.

If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same. The Power of Attorney in original shall be submitted by bidder.

In case the digital signature is not of "Class-3" with organization name, the bid will be rejected. Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employees.

- 15.1.2 The original and all copies of the bid shall be typed or written in indelible inks. Since bids are to be submitted ONLINE with digital signature, manual signature is NOT relevant. The letter of authorization (as per **Proforma-H**) shall be indicated by written Power of Attorney accompanying the Bid.



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15.1.3 Any physical documents 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.

15.1.4 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process shall be rejected.

15.2 Submission of bids:

The tender is processed under Single Stage Two bid system. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E- Tender Portal, detailed instructions is available in "User Manual" available in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the "Technical Attachment" Tab Page only. Prices to be quoted as per Proforma-A should be uploaded as Attachment just in the attachment link under "Notes & Attachments" Tab under General Data in the e-portal. No price should be given in the "Technical Attachment", otherwise bid shall be rejected. The priced bid should not be submitted in physical form and which shall not be considered. However, the following documents in one set should necessarily be submitted in physical form in sealed envelope superscribing the "IFB No., Brief Description of services and Bid Closing/Opening date & Time along with the bidder's name and should be submitted to GM-Contracts, Oil India Ltd., Guwahati-781171 (Assam) on or before 12.45 Hrs (IST) on the bid closing date indicated in the IFB:

- a) Printed catalogue and literature if called for in the bid document.
- b) Power of Attorney for signing of the bid digitally.
- c) Any other document required to be submitted in original as per bid document requirement.

Documents sent through E-mail/Fax/Telephonic method will not be considered.

15.2.1 All the conditions of the contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their non-compliance to each clause as per Proforma-C of the bid document and the same should be uploaded along with the Technical Bid.

15.2.2 Timely delivery of the documents in physical form as stated in Para 15.2 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing



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Date and Time. Company shall not be responsible for any postal delay/transit loss.

15.2.3 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

16.0 Deadline for submission of bids:

- 16.1 Bids should be submitted online as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid submission deadline is reached. Bidders are requested to take note of this and arrange to submit their bids within the submission deadline to avoid last minute rush/network problems.
- 16.2 No bid can be submitted after the submission dead line is reached. The system time displayed on the e-procurement web page shall decide the submission dead line.
- 16.3 The documents in physical form as stated in Para 15.2 must be received by Company at the address specified in the "Forwarding Letter" on or before 12.45 Hrs(IST) on the Bid Closing Date mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

17.0 Late Bids:

Bidders are advised in their own interest to ensure that their bids are uploaded in system much before the closing date and time of the bid. The documents in physical form if received by the Company after the deadline for submission prescribed by the Company shall be rejected and shall be returned to the Bidders in unopened condition immediately.

18.0 Modification and withdrawal of bids

- 18.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time in the e-portal using Digital Signature by the person or persons who has/have digitally signed the Bid. Withdrawal or modification of bid through physical correspondence shall not be considered and accepted.
- 18.2 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.
- 18.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in the Bidder's debarment from participation in future tenders of OIL.

19.0 Extension of bid submission date

Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and/or Time due to any reasons.



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20.0 Bid opening and evaluation

- 20.1 Company will open the Technical Bids, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorisation letter (as per Proforma-G) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend.
- 20.2 In technical bid opening, only "Technical Attachment" will be opened. Bidders therefore should ensure that technical bid is uploaded in the "Technical Attachment" Tab Page only in the E-portal.
- 20.3 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.
- 20.4 Bids which have been withdrawn pursuant to clause 19.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.
- 20.5 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security, and such other details as the Company may consider appropriate.
- 20.6 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 20.7 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.



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- 20.8 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 20.9 The Company may waive minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

21.0 Opening of priced bids

- 21.1 Company will open the Priced Bids of the techno-commercially qualified Bidders on a specific date in presence of representatives of the qualified bidders. The techno-commercially qualified Bidders will be intimated about the Priced Bid Opening Date & Time in advance. In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.
- 21.2 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.
- 21.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If there is a discrepancy between words, and figures, the amount in words will prevail. If any Bidder does not accept the correction of the errors, their Bid will be rejected.

22.0 Conversion to single currency

While evaluating the bids, the closing rate (B.C. Selling Rate) of exchange declared by State Bank of India on the day prior to price bid opening will be taken into account for conversion of foreign currency into Indian Rupees. Where the time lag between the opening of the price bids and final decision exceeds three months, the rate of exchange declared by State Bank of India on the date prior to the date of final decision will be adopted for conversion.

23.0 Evaluation and comparison of bids

The Company will evaluate and compare the bids as per BID EVALUATION CRITERIA (BEC), of the Bid Documents.

23.1 Discounts / rebates

- i. Unconditional discounts/rebates, if any, given in the bid will be considered for evaluation.
- ii. Post bid or conditional discounts/rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract, and if they have offered any discounts/rebates, the contract shall be awarded after taking into account such discounts/rebates.



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23.2 Loading of foreign exchange

There would be no loading of foreign exchange for deciding the inter-ranking of domestic bidders.

23.3 Exchange rate risk – Not applicable

Since Indian bidders are now permitted to quote in any currency and also receive payments in that currency, Company will not be compensating for any exchange rate fluctuations in respect of the services.

23.4 Repatriation of rupee cost

In respect of foreign parties rupee payments made on the basis of the accepted rupee component of their bid, would not be repatriable by them. A condition to this effect would be incorporated by the Company in the contract.

24.0 Contacting the company

24.1 Except as otherwise provided in Clause 20.0 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide sub-clause 20.6.

24.2 An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

25.0 Award of contract

Award criteria : The Company will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

26.0 Company's right to accept or reject any bid

Company reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for Company's action.

27.0 Notification of award

27.1 Prior to the expiry of the period of bid validity or extended validity, Company will notify the successful Bidder in writing by registered letter or by fax or E-mail (to be confirmed in writing by registered / couriered letter) that its Bid has been accepted.

27.2 The notification of award will constitute the formation of the Contract.



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27.3 Upon the successful Bidder's furnishing of Performance Security pursuant to Clause 28.0 below, the Company will promptly notify each un-successful Bidder and will discharge their Bid Security, pursuant to Clause 13.0 hereinabove.

28.0 Performance security: Successful bidder has to submit Performance Security amount as mentioned in GCC clause no. 10.0 @10% of the Contract value.

- 28.1 a. The Performance Security should be submitted in the form of irrevocable Bank Guarantee (as per **Proforma-E**) to be provided to the successful applicants) issued by Nationalized or Scheduled Bank in favor of M/s Oil India Limited and payable at Guwahati. The Bank Guarantee must be on Non-Judicial Stamp Paper of requisite value as per Indian Stamp Act purchased in the name of Banker. Duly filled, Undertaking towards details of BG must be submitted along with original copy of PBG.
- b. Alternately, the Performance Security can also be paid through Bank Draft / Cashier's Cheque / Banker's Cheque / Fixed Deposit Receipt (Account OIL INDIA LIMITED) / irrevocable Letter of Credit / NEFT / RTGS / Electronic Fund Transfer (subject to credit in OIL's account within prescribed time) to designated account of OIL.
- i. If the Performance Security is submitted in the form of Bank Draft, Banker's Cheque, Cashier's Cheque, Fixed Deposit Receipt or Letter of Credit, the same should be in favor of "Oil India Limited" payable at Guwahati , Assam
- ii. Performance Security amount through NEFT or RTGS mode may be deposited to the following designated OIL's bank account:

BANK DETAILS OF BENEFICIARY		
a	Bank Name	AXIS BANK
b	Branch Name	GUWAHATI
c	Branch Address	CHIMBER HOUSE, G.S.ROAD, DISPUR ASSAM
d	Banker Account No.	140010200027654
e	Type of Account	CURRENT ACCOUNT
f	IFSC Code	UTIB0000140
g	MICR Code	781211002
h	SWIFT Code	Axisinbb140



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- iii. If the Performance security is submitted through NEFT or RTGS mode, the bidder shall submit details such as **UTR No., Contract No., Bidder's name & Deposited Amount etc.**
- c. In case of Bidders submitting Performance Security in the form of Bank Guarantee/Bank Draft/Cashier's Cheque/Banker's Cheque/Fixed Deposit Receipt/Letter of Credit, the original hard copy of Performance Security shall be submitted within the time frame as stipulated in the LOA.
- d. No other mode of payment other than the mode covered under Point Nos. a. & b. will be accepted by the Company.
- 28.2 Performance Security shall not accrue any interest during its period of validity or extended validity.
- 28.3 The Bank Guarantee issuing bank branch must ensure the following:
- The Bank Guarantee issued by the bank must be routed through SFMS platform as per the following details:
- (i) MT 760/MT 760 COV for issuance of bank guarantee.
(ii) MT 760/MT 767 COV for amendment of bank guarantee.
- [Tender Number should reflect in the SFMS text under MT 760/MT 760 COV]
- The above message / intimation shall be sent through SFMS by the BG issuing Bank branch to Axis Bank, Guwahati Branch, IFS Code-UTIB0000140, Branch Address – Axis Bank Ltd, Guwahati Branch, Chibber House, G S Road, Dispur, Assam, PIN- 781005. The Bank details are as provided in Clause 29.1 (ii) above.
- 28.4 This Performance Security must be valid for **03 (three) months** beyond the date of completion of all contractual obligations of the supplier, including warranty / guarantee / defect liability period (if any). In the event of contract being extended within the provisions of the contract agreement, the contractor will have to extend suitably the validity of the "Security Deposit" for the extended period.
- 28.5 The Performance Security Deposit will be refunded to the Contractor after **03 (three) months** of satisfactory completion of all contractual obligations of the supplier, including warranty / guarantee / defect liability period (if any) under the contract (including extension, if any), but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason.



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29.0 Signing of contract

- 29.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful Bidder for signing of the agreement or send the Contract Form provided in the Bid Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all agreements agreed between the two parties.
- 29.2 The successful Bidder shall sign and date the contract and return it to the Company after receipt of LOA. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.
- 29.3 In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Performance Security if submitted by the Successful bidder. The bidder will be suspended for a period of 2 Year. The suspension of two years shall be automatic without conducting any enquiry.

30.0 Credit facility

Bidders should indicate clearly in the Bid about availability of any credit facility inclusive of Government to Government credits indicating the applicable terms and conditions of such credit.

31.0 Mobilization and advance payment (NOT APPLICABLE FOR THIS TENDER)

- 31.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilization charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of SBI from the date of payment of the advance till recovery/refund.
- 31.2 Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 2 months beyond completion of mobilization and the same may be invoked in the event of Contractor's failure to mobilize as per agreement.
- 31.3 In the event of any extension to the mobilization period, Contractor shall have to enhance the value of the bank guarantee to cover the interest for the extended period and also to extend the validity of bank guarantee accordingly.



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32.0 Integrity pact: APPLICABLE for this tender

32.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide **Proforma-I** of the Bid Document. The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the OIL's e-portal. The Integrity Pact shall be returned by the bidder (along with the technical Bid) duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Uploading the Integrity Pact in the OIL's E-portal with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who has signed the bid.

32.2 In case of a joint venture, all the partners of the joint venture should sign the Integrity pact.

32.3 In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of Independent External Monitors (IEMs) in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms and conditions of the contract. The fees/expenses on dispute resolution shall be equally shared by both the parties.

32.4 OIL has appointed three Independent External Monitors (IEM) to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitors for any matter relating to the Integrity Pact at the following addresses:

(a) Shri Ram Phal Pawar, IPS (Retd.),

Former Director, NCRB, MHA

Mobile No.: 8017017878

E-mail id : rpawar61@hotmail.com, Ramphal.pawar@ips.gov.in

b) Shri Ajit Mohan Sharan, IAS (Retd.)

Former Secretary,

Ministry of Ayush,

Govt. of India

Mob No.: 9810701876

[E-mail: ams057@gmail.com](mailto:ams057@gmail.com)

(c) Dr. Ved Prakash, ITS (Retd.)

Flat No. 902, Plot No. GH-26,

Rainbow Apartments, Sector-43,

Gurgaon-122009

Mob No.-9810546996

E-mail: ved60prakash@gmail.com



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33.0 Local conditions

It is imperative for each Bidder to be fully informed themselves of all Indian as well as local conditions, factors and legislation which may have any effect on the execution of the work covered under the Bidding Document. The bidders shall be deemed, prior to submitting their bids to have satisfied themselves of all the aspects covering the nature of the work as stipulated in the Bidding Document and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

No request will be considered for clarifications from the Company (OIL) regarding such conditions, factors and legislation. It is understood and agreed that such conditions, factors and legislation have been properly investigated and considered by the Bidders while submitting the Bids. Failure to do so shall not relieve the Bidders from responsibility to estimate properly the cost of performing the work within the provided timeframe. Company (OIL) will assume no responsibility for any understandings or representations concerning conditions made by any of their officers prior to award of the Contract. Company (OIL) shall not permit any Changes to the time schedule of the Contract or any financial adjustments arising from the Bidder's lack of knowledge and its effect on the cost of execution of the Contract.

34.0 Specifications

Before submission of Bids, Bidders are requested to make themselves fully conversant with all Conditions of the Bid Document and other relevant information related to the works/services to be executed under the contract.

35.0 POLICY TO PROVIDE PURCHASE PREFERENCE AS PER PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017

Please refer Clause E of Section II – BEC/BRC of Tender document.

36.0 PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA

Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide office memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020 (order-Public Procurement no.1) has proclaimed the insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 w.e.f. 23rd July, 2020 and amended vide O.M. No. F.7/10/2021-PPD (1) dated 23.02.2023 (order public procurement no. 4) from Procurement Policy Division, Department of Expenditure, Ministry of Finance forwarded by Department of Public Enterprises vide O.M. No. F. No. DPE/7 (4)/2017-Fin dated 24.02.2023 regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence



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of India on matters directly or indirectly related thereto including national security. Bidders are requested to take note of the following clauses and submit their offers accordingly wherever applicable.

Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)]. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority to be eligible to bid in this tender.

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

(3) "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means:

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

(4) The beneficial owner for the purpose of para (3) above will be as under:

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

Explanation:

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company.



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- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements.
- (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or ore juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- (v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- (5) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- (6) The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- (7) Validity of Registration: The registration should be valid at the time of submission of bid and at the time of acceptance of bid. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.
- 8) Undertaking regarding compliance: The bidders are required to provide undertakings as per PROFORMA – U EXHIBIT - I, PROFORMA – EXHIBIT(II) & PROFORMA – EXHIBIT (III) along with their bid towards compliance of the above guidelines for participation in this tender. If the undertakings given by a bidder whose bid is accepted is found to be false, this would be a ground for debarment/action as per OIL's Banning Policy and further legal action in accordance with law.



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37.0 ENVIRONMENT, SOCIAL AND GOVERNANCE (ESG) POLICY

Consequent to the implementation of Sustainable Development (SD) and Environment, Social & Governance (ESG) Policy in OIL, effective from 28.08.2024, the successful bidder shall be required to submit a duly filled ESG Questionnaire in the prescribed format within fifteen (15) calendar days from the date of award of contract or issue of purchase order.

Failure to submit the completed ESG Questionnaire within the stipulated timeline may be treated as non-compliance with contractual obligations and dealt with accordingly

The ESG Questionnaire, along with an Explanatory Note for guidance, Annexure-II of the tender document.



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

I. 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 will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.

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

A. ELIGIBILITY CRITERIA:

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

Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of **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 16th 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 26th 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 (wherever applicable), in addition to resorting to other options as may be deemed appropriate.

Whether or not the bidders want to avail PPP-MII 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 shall be liable for rejection being non-compliant.
- (b) The Bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid, stating that the bidder meets the minimum LC requirement (equal or above 20%) and such undertaking shall become a part of the contract, if awarded. [Format enclosed as PROFORMA- XIII]
- (c) The aforesaid undertaking of the bidder as stated in point (b) above 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 [Format enclosed as PROFORMA- XIV].
- (d) Bidder to submit a copy of their Certificate of Incorporation/ registration in India.



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- (e) Bids without the categorical mention of percentage of LC and undertakings as per the clause (b) & (c) and certificate as per (d) shall be liable for rejection.

B. TECHNICAL EVALUATION CRITERIA:

1.0 THE FOLLOWING MINIMUM CRITERIA SHOULD BE MET BY THE BIDDER FAILING WHICH THEIR BID/OFFER WILL BE REJECTED:

Bidder should have executed at least one job of laying minimum 8” diameter buried cross-country hydrocarbon (oil/gas) pipeline (Steel Pipeline) with or without Hot tapping job by stopple arrangement on a minimum pipeline (Steel Pipeline) size of 14 Inch or above of value as defined below (Table-I) in last 7 years reckoned from the original bid closing date. However, in case the above job does not involve Hot Tapping job by stopple arrangement, in that case the bidder must submit an additional separate contract/work order along with completion certificate for meeting the requirement of minimum size of 14 Inch or above Hot tapping by stopple arrangement irrespective of value.

or

Bidder should have executed at least one job of Hot tapping by stopple arrangement on a minimum pipeline (Steel pipeline) size of 14 Inch or above of value as defined below (Table-I) in last 7 years reckoned from the original bid closing date.

TABLE-I

Option (\$)	Number of Contract(s) / Purchase Order(s)	Minimum value of pipeline laying and Hot tapping by stopple arrangement or Hot tapping by stopple arrangement for experience in each Contract(s) / Purchase Order(s)
(a)	1	18.58 Crores
(b)	2	11.61 Crores
(c)	3	09.29 Crores

NOTES:

- a) Bidder can claim experience towards above BEC by submitting numbers of contract(s) as mentioned against any of the option.
- b) In case the bidder is executing a contract which is still running and the quantity executed till one month prior to the Original Bid Closing date is equal to or more than the minimum requirement as mentioned above at clause no. B.1, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work execution certificate to this effect issued by the end user / owner.
- c) In case of Laying involving Hot tapping by stopple arrangement or station piping involving Hot tapping by stopple arrangement, “executed” means the buried cross-country hydrocarbon (oil/gas) pipeline involving Hot tapping by stopple arrangement



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or station piping involving Hot tapping by stopple arrangement is completed up to Pre-Commissioning (i.e. Nitrogen purging) and ready for commercial use.

- d) The Contract(s) / Purchase Order(s) date need not be within the period specified in the tender, preceding the original bid closing date of the tender, however, the execution of work should be within the specified period preceding original bid closing date of the tender.
- e) Original Bid Closing Date shall be considered for evaluation of BRC Criteria in case of any extension of the bid closing date.
- f) A job executed by a bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BEC.
- g) **Bidders must quote for complete scope of work. In case bidder quotes for incomplete scope of work, the bid shall be summarily rejected.**
- 1.2 The experience of a consortium member, if such a member has executed the job within its scope as the member of the consortium, which is required as experience as per the qualification criteria in clause B.1 will be considered. The appropriate documentary evidence is to be submitted towards such experience.
- 1.3 Documents required for meeting technical BEC requirement:**
- Purchase Order / Work Order copy/ LOA
 - Copy of SOR clearly describing the scope of work / Contract copy



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- Completion Certificate / Execution Certificate issued by owner certifying the size & length of pipeline executed in single stretch and the size of pipeline on which the hot tapping by stopple arrangement is carried out.
 - Bidders are required to submit all such past experience (s) (PTR) meeting the BQC along with relevant supporting documents in the first instance itself, along with the bid. Accordingly, only such past experience (s) shall be considered for qualification, details of which are provided in the bid by the bidder and subsequently no additional past experience (PTR) shall be sought from the Bidder. Bidder to submit the details of past experience in the format attached with bidding document.
In absence of requisite documents, OIL/LEPL reserves the right to reject the bid without making any reference to bidders.
- 1.3.1 The Bid must cover entire services mentioned in the tender (i.e. Scope of Work/Terms of Reference). Bid, which does not include all the jobs/services mentioned in the tender document/price schedule format will be considered as incomplete and rejected.
- 1.3.2 Multiple/Alternative bids: A bidder (i.e. the bidding entity) shall, on no account submit more than one bid directly (as a single bidder or as a member of consortium) failing which all bids submitted by such bidder, shall stand rejected and EMD, if any, submitted by bidder shall be forfeited.
- 1.3.3 Oil India Limited (OIL)/LEPL reserves the right to contact the Client(s) referred by the Bidder for authentication of the documents submitted by the bidder. OIL/LEPL may contact the clients/operators under intimation/copy to the respective bidder. OIL/LEPL will not be responsible for Client(s) not conforming or not replying to OIL's/LEPL's request for information. If OIL/LEPL does not get an affirmative response within the stipulated time then such Bidder's technical bid will be considered as non-responsive. It will be the responsibility of the Bidder to take up the matter with his Client(s) and arrange for the confirmation as desired by OIL/LEPL.



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Notes to BEC Clause no. 1.0 above:

Bids of those bidders who themselves do not meet the experience criteria as stipulated in Clause No. 1.0 of the tender, can also quote under the category listed below:

A. BID FROM JOINT VENTURE (INCORPORATED):

- a) In case the bidder is Joint Venture, they must be registered in India and incorporated under the Companies Act 1956/Companies Act 2013/Limited Liability Partnership Act 2008 and any amendment thereunder. They should meet the technical qualification requirements as under:
- (i) The JV on its own shall meet the experience criteria as per Clause No. 1.0 above.
- Or**
- (ii) Any member of the JV having a stake of at least 26% in the JV, on its own shall meet experience requirement as per Clause No. 1.0 above.

Note:

- ❖ In case of (ii) 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 during entire duration of the contract and extension, if any, thereof, failing which bid will be liable for rejection. Similarly, under such a situation the contract shall be liable for termination, if already awarded.
 - ❖ Experience of the JV or its member (as the case may be) relying on the experience of its supporting company/subsidiary/co-sub subsidiary/ sister subsidiary /parent/ holding/affiliating/ associate company or through any other arrangement like technical collaborator for meeting the technical criteria shall not be considered for evaluation.
 - ❖ The documents establishing experience of the JV or its member (as the case may be) shall be submitted as per BEC Clause No.1. 0 above.
 - ❖ The documents showing the existing shareholdings of the JV Partners must be submitted.
- b) **Constitution of Joint Venture:** The members of the JV should not be more than three. If after submission of bid, a JV leader effects 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, 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.
- c) Indian bidders whose proposal for Joint Venture involves foreign equity participation or payment of royalty and / or lump sum for technical know-how and wherever Govt. approval is necessary, are required to submit their application submitted to SIA/RBI along with the bid and copy of Govt. approval prior to the date of price bid opening. Confirmation to this effect and declaration on the same should be provided as part of their technical offer.



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- d) Members of the JV are not allowed to quote separately/independently / or through any other arrangement like part of any other JV against this tender. All the bids received in such a case shall be summarily rejected. Further, all bids from parties with technical support from the same Principal shall be rejected.

B. In case of Clause no. I. A. above, bidders shall submit the following in addition to the documents mentioned above:

- (i) Undertaking should be submitted by the JV Partner [on whose strength/support the bidder is bidding] (as per Clause no. I. A. above) to provide additional Performance Security (as per Proforma-T) 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 where JV partner does 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. In such case the bidding company shall furnish an undertaking that their JV partner is not having any Permanent Establishment in India in terms of Income Tax Act of India.
- (ii) Undertaking from the JV partner to the effect that in addition to invoking the performance security submitted by the contractor, the performance security provided by JV partner shall be invoked by OIL due to non-performance of the contractor.

C. FINANCIAL EVALUATION CRITERIA:

- 1.0 The minimum annual financial turnover of the bidder during any of the preceding 03(three)financial/accounting years reckoned from the original bid closing date should be as under:

Annual Turnover requirement	Amount (INR)
For qualifying	3.87 Crores

Note:

- i) Bidder should meet the Turnover requirement as per above table.
- ii) **For consortium**, at least one member of the consortium should meet the above criteria of turnover i.e. INR 3.87 crores. The other members of consortium should meet minimum turnover of INR 1.93 crores.

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) during a financial year as per the Companies Act, 2013 Section 2 (91).

- 2.0 The net worth of the bidder as per the immediately preceding year's Audited Financial Statements should be positive.



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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.

Note applicable for clause 2.0 above:

- a) Financial years/ previous period as above shall be reckoned from the original bid due date of submission of bids.
- b) Financial BQC parameters shall be calculated after giving effect to the impact of quantified and qualified Auditor's opinion (if any) given in the Statutory Auditor's Report.

If the Bidder is an Incorporated Joint Venture (JV) and does not meet financial criteria (BEC Clause Nos. 1 & 2) by itself, it can submit the bid based on the financial strength of its JV member having more than 50% stake in the JV and the following needs to be complied/submitted:

- i. The member having more than 50% stake in the JV should meet the Financial Evaluation Criteria stipulated in Clause Nos. 1.0 & 2.0 above.
- ii. Corporate Guarantee (PROFORMA-V) 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 their JV for executing the project / job in case the same is awarded to them.
- iii. A certificate from the Statutory Auditor of the JV on the shareholding pattern of JV. The certificate should be duly concurred/ endorsed by the Company Secretary or one of the Directors of the company concerned or Managing/Authorized partner of the LLP.
Note: The above certificate should not be more than 30 days old as on the original bid closing date.
- iv. An undertaking from the Joint Venture partner, based on whose financial strength the JV seek financial qualification, shall be submitted with the techno commercial bid stating that they shall maintain more than 50% shareholding in the JV till execution of the contract is accomplished

3.0 Documents towards Financial BQC:

- Bidder shall submit any one of the following: Complete audited standalone annual financial statement along with auditor's reports, audited balance sheets and profit & loss accounts statement and all schedules of the preceding 3 (Three) financial years to be reckoned from original Bid due date.

OR



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A certificate issued by a Statutory Auditor (SA)/ Chartered Accountant (CA) (*), on the letterhead of Statutory Auditor/CA(*) (with Membership Number and Firm Registration Number along with UDIN no.), certifying the Annual turnover & Net worth as per format prescribed in attached Proforma-L to this IFB.

(*) The letter from CA in place of Statutory Auditor is acceptable where audited accounts are not mandatory as per law at the time of preparation of financial statement for a particular financial year. Also CA shall not be an employee/ Director and not having any interest in the bidder's company/Firm.

Notes:

i. 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 from CEO/CFO/Company secretary certifying that the balance sheet/Financial Statements for the financial year (as the case may be) have not been audited so far.

ii. For meeting the Financial Criteria, bidders shall be required to submit the Audited Annual Reports / Financial Statements of the Company as per the provision mentioned above, duly audited and issued till the final bid due date. Bidder shall be evaluated based on the Financial Statements of the Company submitted in the bid.

D. COMMERCIAL EVALUATION CRITERIA:

1.0 The bids are to be submitted in single stage under Two Bid System i.e., Un- priced Techno-Commercial Bid and Price Bid simultaneously to be uploaded in separate designated area/tab in e-procurement 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 BEC technical criteria, Scope of Work & Technical Specification of the tender in "Technical RFx Response" Tab and Priced Bid as per the PRICE BID FORMAT are to be uploaded in the "Notes & Attachments" Tab.

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. Bids with adjustable price terms will be rejected.



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- 3.0** Bidders must quote clearly and strictly in accordance with the price schedule outlined in Price Bid Format attached under "Notes and Attachments" tab in the main bidding engine of OIL's E-Tender portal, otherwise the bid will be rejected. All other techno-commercial documents other than price details to be submitted with Unpriced Techno-Commercial Bid as per tender requirement under "Technical Attachment" Tab Page only. **Price details as per the Price Bid Format MUST NOT be uploaded with the technical bid; otherwise, the bid shall be rejected straightway.**
- 4.0** **Bid received with validity of offer less than 120 (One hundred twenty) days from actual Bid Closing/Opening Date will be rejected.**
- 5.0** **EARNEST MONEY DEPOSIT (EMD):** Bid Security in Original (if submitted in the form of physical Bank Guarantee) shall be furnished as a part of the Techno Commercial Bid. A scanned copy of the bid security shall however be uploaded in OIL's E-Procurement portal along with the unpriced Techno-commercial Bid. The amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. Bid without proper & valid Bid Security will be rejected. Any Bid accompanied by bid security with shorter validity and/or Bid security amount less than as required shall not be acceptable.
- Bids must be accompanied with requisite Earnest Money Deposit / Bid Security as mentioned above. Bids not accompanied with requisite Earnest Money deposit / Bid Security shall be considered as non-responsive and such Bids shall be summarily rejected. EMD must be paid either through online mode (PAYMENT GATEWAY only) or submitted as Bank Guarantee/LC / Bank Draft/Bankers' cheque/ Insurance Bond. (Copy of Format of Insurance Bond enclosed herewith).
Please refer Proforma-Z and Instructions for furnishing "Bid Security Deposit" by "Insurance Surety Bond" as attachment
 - Submission of Bid Security/Performance Security, as applicable, in the form of Electronic Bank Guarantee(e-BG) is also acceptable.

SI. No.	Bank name	SI. No.	Bank Name
1	AU Small Finance Bank	18	Indian Bank
2	Axis Bank	19	Indian Overseas Bank
3	Bank of Baroda	20	IndusInd Bank
4	Bank of India	21	Karnataka Bank
5	Bank of Maharashtra	22	Karur Vysya Bank
6	Canara Bank	23	Kotak Mahindra Bank
7	Central Bank of India	24	Punjab and Sind Bank
8	City Union Bank	25	Punjab National Bank
9	DBS Bank	26	RBL Bank
10	DCB Bank	27	Standard Chartered
11	Dhanlaxmi Bank	28	State Bank of India
12	Federal Bank	29	South Indian Bank
13	HDFC Bank	30	Tamilnad Mercantile Bank Ltd
14	HSBC Bank	31	UCO Bank



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15	ICICI Bank	32	Union Bank of India
16	IDBI bank	33	Yes Bank
17	IDFC First Bank		

Beneficiary details for issue of e-BG are:

Sl. No.	Particulars	Details
1	Name	Oil India Limited
2	PAN	AAACO2352C
3	Date of Incorporation	18.02.1959
4	Email ID	bikram_chakraborty@oilindia.in
5	Mobile No.	9954067677
6	Local Address	Oil India Limited, PHQ, Narangi

- EMD shall be in the OIL's prescribed format as Bank Guarantee (BG) enclosed Proforma-D to this document or a Bank Draft/Bankers' cheque in favour of OIL or an irrevocable Letter of Credit (L/C) from any of the following Banks:

a) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder, or

b) Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India or Bid security shall also be acceptable through online payment modes:

OIL's Bank Current account details are as under:

Account Name	IFSC Code of the Bank	Branch	Name of the Bank	Account No. (9 digits or more)	Cash Credit/ Current
Oil India Ltd	UTIB0000140	G S ROAD	AXIS BANK	140010200027654	CURRENT

- Bidder shall upload the scanned copy of EMD / BG/ Proof of Invoice Generation through Payment Gateway to OIL on e-Tendering Portal along with the unpriced bid. In case, bidder fails to upload scanned copy of EMD on OIL Portal by the final bid due date & time, such bid shall not be considered for evaluation.
- **SWIFT payment acknowledgement message/ Cheque/ Cash shall not be acceptable.**
- **Bank Guarantee (BG) for EMD should be valid as per validity mentioned in the e-tender portal.**
- Original EMD (BG/ Bank Draft/Bankers' cheque) shall be submitted on or before final Bid due date and time at address mentioned below otherwise offer shall be rejected and no further opportunity shall be given to bidder for submission of EMD.



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Address for submission of Original Physical form of requisite EMD:

**Office of CGM- Project (HoD)
Pipeline Project Department,
Oil India Limited,
Pipeline Head Quarters (PHQ),
GUWAHATI-781171,
Assam, India.
Email: plproject@oilindia.in;
Contact: Mr. Jyotirmoy Das**

Bidder to indicate Bidding document no., Name of work and Project name on sealed Envelope.

- In case the bidder opts for electronic fund transfer in lieu of EMD as stipulated above, the bidder shall upload or provide the proof of electronic fund transfer to OIL's account for the amount of EMD as per the bidding document along with Bank Commission Charges, if any, before the due date and time of submission of un-priced bid. Such bids shall be opened on the bid due date and the scanned copy of proof of fund transfer and shall be forwarded to OIL for confirmation. However, such bids shall be considered for further evaluation only on receipt of confirmation of receipt of funds by OIL. If the same is not received by OIL within final Bid due date and time, such bids shall be rejected
- Bidder shall be required to submit genuine & valid DD / BG with the bid, meeting the requirements for the same specified in this IFB in the first instance itself. Bids submitted without Bid Security or Bids Submitted with Bid Security for an amount less than the specified amount or Bid Security submitted in favour of beneficiary other than as specified in Bidding Document or from other than the required bank shall be rejected outright. Further, in case Bank Guarantee / DD submitted by the bidder is found to be fake, the bid will be rejected and a suitable action as per provision of Fraudulent Practice shall be initiated.

Apart from hard copy submission of BGs, bank guarantee issued shall also be routed through SFMS (Structured Financial Messaging System) platform for Bank Guarantee issuance and verification. The information/ messaging (as per SFMS) platform) shall be sent by BG issuing bank branch to OIL's Banker

6.0 Integrity Pact: The Integrity Pact is applicable against this tender. The Integrity Pact proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact have been signed by the bidder's authorized signatory who signed the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected. The name of the OIL's Independent External Monitors at present are as under:

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



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b) Shri Ajit Mohan Sharan, IAS (Retd.)

Former Secretary,
Ministry of Ayush,
Govt. of India
Mob No.: 9810701876

[E-mail: ams057@gmail.com](mailto:ams057@gmail.com)

(c) Dr. Ved Prakash, ITS (Retd.)

Flat No. 902, Plot No. GH-26,
Rainbow Apartments, Sector-43,
Gurgaon-122009
Mob No.-9810546996

[E-mail: ved60prakash@gmail.com](mailto:ved60prakash@gmail.com)

- 7.0** Physical Bids, if any received from the bidders, shall not be considered and will be rejected.
- 8.0** Bids submitted after the Bid Closing Date and Time will be rejected
- 9.0** Bids received through the e-procurement portal shall only be accepted. Bids received in any other form whether it be Telex/Cable/Fax/E-mail shall not be accepted.
- 10.0** Bid Documents/User Id & Password for OIL's E-Tender portal are not 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. Bid submitted using Digital Signature other than the Digital Signature of the bidder shall be summarily rejected.
- 11.0** Bids shall be typed or written in indelible ink. The Bids and all uploaded documents must be digitally signed using 'Class 3' digital certificate. Bid submitted using Digital Signature other than the Digital Signature of the bidder shall be summarily rejected.



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- 12.0** 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 initialled by the person or persons who has/have digitally signed the Bid.
- 13.0** Bidders shall bear, within the quoted rates, the personal tax as applicable in respect of their personnel and Sub- Contractor's personnel, arising out of execution of the contract.
- 14.0** Bidders shall bear, within the quoted rate, the corporate tax as applicable on the income from the contract.
- 15.0** Any Bid containing false statement will be rejected.
- 16.0** 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.
- 17.0** Non-submission of the documents as specified in BEC will result in rejection of bids.
- 18.0** There should not be any indication of price in the Un-priced Techno-Commercial Bid. A bid will be straightway rejected if this is given in the Un-priced Techno- Commercial Bid.
- 19.0** Bidders shall submit declaration as per PROFORMA - XXI that they are neither bankrupt nor undergoing any insolvency resolution process or liquidation or bankruptcy proceeding under any law OR no insolvency resolution process or liquidation or bankruptcy proceeding is initiated under any law against them.
- 20.0** Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected –



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- 20.1 Firm price
- 20.2 EMD/Bid Security/Bid Bond
- 20.3 Period of validity of Bid
- 20.4 Performance Guarantee Clause
- 20.5 Mobilization
- 20.6 Force Majeure Clause
- 20.7 Tax Liabilities Clause
- 20.8 Arbitration / Resolution of Dispute Clause
- 20.9 Acceptance of Jurisdiction and Applicable Law
- 20.10 Liquidated damage and penalty clause
- 20.11 Safety, Environment & Labour Law
- 20.12 Termination Clause
- 20.13 Integrity Pact
- 20.14 Warranty and remedial of defects Liability
- 20.15 Insurance

21.0 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.

22.0 Bidders must submit duly filled undertaking as per format provided vide PROFORMA-IX as undertaking towards submission of authentic information/ documents along with the Un- priced techno- commercial bid.

E. PRICE EVALUATION CRITERIA:

The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Evaluation Criteria will be considered for further evaluation as per the Price Evaluation Criteria given below:

- i. Bidders shall quote their prices as **percentage variation** on Total estimated value in the “Summary of Prices” FORM SP-0 provided in the bidding document. This percentage variation as quoted by the bidder will apply uniformly to all items of SOR during execution.
- ii. Evaluation shall be done on overall L1 basis (indivisible Service Contract) subject to Purchase preference if any. GST shall be loaded for evaluation purpose in line with the provisions of the Bidding Document.



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iii. **PURCHASE PREFERENCE:**

- a) PURCHASE PREFERENCE TO MSE BIDDERS: Since this is a tender for Works, therefore Public Procurement Policy for MSEs Order, 2012 **is not applicable** for this tender. Thus, 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.
- b) PURCHASE PREFERENCE POLICY (PPP-MII): 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 and as amended time to time with modifications as notified vide MoPNG Order No. FP-20013/2/2017-FP- PNGPart (4) (E-41432) dated 26th April 2022 (including subsequent amendments thereof, if any) **shall be applicable** in this tender. Bidders to check the provisions of the Notification for their eligibility to bid and seek benefits for Purchase preference, accordingly. Purchase preference will be applicable as per the Notification(s) and any amendment thereof.

Bidders seeking benefits, under Purchase Preference Policy (PP-MII) shall have to comply with all the provisions of Order No. FP-20013/2/2017-FP-PNG-Part (4) (E41432) dated 26th April 2022 (including subsequent amendments thereof, if any). Purchase preference [PPP-MII] shall be applicable for Class I Local supplier only.

F. EVALUATION OF PRICE BIDS:

Evaluation of Price bid shall be carried out as per the following:

- a) Evaluation of Price bid shall be carried out on overall basis means for complete scope of work.
- b) The estimated quantities, item-wise rates (inclusive of all taxes & duties excluding GST) and total estimated price is pre-filled in the SOR and the bidders are only required to mention “% INCREASE OR DECREASE” quote in figures as well as in words in the requisite cells by which total estimated price in the SOR shall be increased or decreased to arrive at bidder’s quoted price. The same quoted %age (increase/ decrease) shall be considered to arrive at bidder’s rates of all individual items of SOR.
- c) The ranking of bidders (L-1, L-2, L-3 ...) shall be determined by the bidder’s evaluated price (arrived after applying quoted % age increase or decrease on total estimated price excluding GST) in ascending order. In case of a ‘tie’ i.e., more than one bidder quotes the same price arrived at based on evaluation, the rank will be decided based on the turnover of audited account for the immediately preceding financial year. As an example, in case two bidders become L-2, the bidder having higher turnover in the immediately preceding financial year will be considered as L2 and other bidder will be ranked as L3.

Purchase Preference shall be applicable for award to Class-I LC bidder as per PP-LC Policy (within the Price Band of L1+20%).



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G. PRE-BID MEETING

- Bidders are requested to attend a pre-bid meeting as per the date and information mentioned in the tender document.
- The bidder may send their queries, if any, on Bidding Document by e-mail girish.kumar@lyonsengineers.com ; tanujk.rana@lyonsengineers.com plproject@oilindia.in ; to reach PMC by the cut-off date specified in the IFB after which OIL/PMC shall reserve the right not to entertain any queries. The queries received within cut-off date shall be replied during the Pre-bid meeting. The queries raised (without identifying the sources of the query) and the responses given will be transmitted to all who have been provided access to the Bidding Documents.
- Bidder to ensure that authorized representatives attending the pre-bid meeting should be competent to discuss and conclude the technical and commercial issues, so that they are able to submit a 'Zero Deviation Bid'.
- Bidder should clearly understand the requirement of submission of documents / data along with the bid during pre-bid meeting itself so that bids received are in compliant with requirement of Bidding Document.
- It is to be noted that if bidders fail to attend the pre-bid meeting and submit their bid, they shall be considered for evaluation in the same manner if their bid is acceptable and their offer is in line with the bid requirement. Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder.

H. THIRD- PARTY INSPECTION

1.0 Oil India Limited (OIL) has engaged the following 17 (Seventeen) Independent Inspection Agencies for a period of 04 (Four) years up to 06.06.2028 to verify and certify various documents submitted by the bidders required against BEC/BRC of the tender:

Sl. No.	Name of Independent Inspection Agency	Contact E-Mail ID
1.	M/s. Alfred H Knight India Private Limited.	rkjain@ahkgroup.com; pradeep.mathur@ ahkgroup.com info@ ahkgroup.com
2.	M/s. TUV India Private Limited	noida@tuv-nord.com; mumbai@tuv-nord.com salim@tuv-nord.com
3.	M/s. Conformity India International Private Limited	mktg@ciindia.in
4.	M/s. Ravi Energie Private Limited	baroda@ravienergie.com tpia@ravienergie.com
5.	M/s. SGS India Private Limited	dhaval.vora@sgs.com sgs.india@sgs.com
6.	M/s. Assure Quality Management Certification Services Private Limited	aqmcs@aqmcs.com



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Sl. No.	Name of Independent Inspection Agency	Contact E-Mail ID
7.	M/s. IRCLASS Systems and Solutions Private Limited	industrial_services@irclass.org Bhavesh.satam@irclass.org
8.	M/s. TUV Rheinland (India) Pvt. Ltd.	Shailesh.deotale@ind.tuv.com Kaushal.gohil@ind.tuv.com info@ind.tuv.com ravi.kumar@ind.tuv.com
9.	M/s. Gulf Lloyd (India) Ltd.	contact@gulflloyds.com inspection@gulflloyds.com
10.	M/s. Baltic Testing India Pvt Ltd.	office@balticcontrolindia.com
11.	M/s. Sanmarg Engineering Validation & Assessment Pvt. Ltd.	Amrita@sanmargeva.com
12.	M/s. Meenar Global Consultants LLP	sales@mgcllp.in
13.	M/s. Rites Limited	nrinspn@rites.com info@rites.com sbu.ninsp@rites.com
14.	M/s. Bureau Veritas (India) Private Limited	bvindia.corporate@bureauveritas.com
15.	M/s. TUV SUD South Asia Private Limited	Hemant.chavan@tuvsud.com Jayashree.rane@tuvsud.com
16.	M/s. Adornment Engineers India Private Limited	jks@adornmentengineers.com
17.	M/s. TCRC Inspections Pvt. Ltd.	admin@tcr inspections.com ashismallick@tcr group.com tenders@tcr group.com

2.0 Bidders are required to have their documents, as mandated under the Bid Evaluation Criteria (BEC) / Bid Rejection Criteria (BRC) of the tender, verified and certified by any one of the empanelled Independent Third-Party Inspection Agencies listed above and submit the duly certified Inspection Certificate as per **Annexure-I** by the Inspection Agencies along with the Technical Bid of the Tender. The Inspection Certificate, duly issued by the selected agency, must be submitted along with the Technical Bid. All costs related to verification and certification by the Third-Party Inspection Agencies shall be borne solely by the respective bidders. Payments in this regard shall be made directly by the bidders to the Inspection Agencies. OIL shall not be held responsible for any payment-related dispute between the bidders and the inspection agencies.

3.0 The verified and certified documents must be submitted along with the Technical Bid. Any 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 towards submission of the duly verified and certified copies/ Inspection Certificate within 07 (Seven) days from the actual date of bid opening**. No reminders or clarifications will be issued by the Company in this regard, and failure to submit the verified/ certified documents within the stipulated time shall result in



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outright rejection of the bid , at the sole risk and responsibility of the bidder.

4.0 The methodology of verification/certification of documents followed by the agencies is broadly as under, but not limited to:

- (a) It is the sole responsibility of the bidders intending to participate in the tender to thoroughly understand the requirements of the tender, particularly the documents required under BEC/BRC. The bidders must present all relevant documents to any of the empanelled third-party certifying agencies for verification/certification. Neither OIL nor the Inspection Agencies shall be responsible for the selection or appropriateness of the documents submitted for verification. It is entirely the bidder's responsibility to ensure that the appropriate documents are verified/certified in support of BEC/BRC compliance.
- (b) The concerned Independent Third-Party Inspection Agencies 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/Certification of documents by OIL's empanelled third-party inspection agencies shall not automatically make the bidder techno-commercially-acceptable or eligible for award of contract.
- (c) Verification/Certification of documents are normally categorized as under:
- i General Requirement:**
- Check Bidder's PAN Card
 - Check Bidder's GST Certificate
 - Check Bidder's Certificate of Incorporation
 - Power of Attorney
- ii Additional Documents : (If applicable against the tender)**
- Bidders general structure and organization
 - 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, Corporate Guarantee etc.
- iii 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.
 - Health, Safety and Environmental Management Policy
- iv Financial Criteria**
- Line of credit, if incorporated in the tender.



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Notes:

- (i) Bidder's self-declared undertakings, Audited Balance Sheet & Profit-loss statement and/or CA certificate having UDIN are not required to be verified by the TPI agency. If any documents, LOI/LOA/Contracts, etc., submitted towards BEC/BRC experience criteria are issued by Oil India Limited, such documents need not be verified by TPI agency.
- (ii) Undertaking from TPI Agency as per format (**Annexure-I**) enclosed should be submitted along with the Bid.
- (iii) **In case of clarifications sought by OIL against BEC/BRC, supporting documents (historical in nature) to those submitted in the original bid will also have to be verified from the same TPI agency which has originally verified their bid documents. OIL shall categorically mention the documents that are to be submitted with TPI verification in the clarification sought. In case the bidder fails to submit the TPI verified documents, as sought by OIL, as part of their clarification, their offer will be liable for rejection.**



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I. 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 against the provisions of the Act shall attract penal action under the Act.

J. GENERAL:

- 1.0 In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BEC.
- 2.0 To ascertain the substantial responsiveness of the bid, the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be evaluated based on the submission. Clarifications if decided to be sought at the option of Company, the same shall be limited to the original submissions only and no independent fresh submission shall be called for/permitted. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.
- 3.0 If any of the clauses in the BEC contradict with other clauses of bidding document elsewhere, the clauses in the BEC shall prevail.
- 4.0 Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise, bids shall be rejected.
- 5.0 OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.
- 6.0 The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.
- 7.0 ZERO DEVIATION BIDDING
This Enquiry has been issued on zero deviation basis. Accordingly, bid to be submitted on zero deviation basis and in strict compliance with the terms & conditions, scope, specifications and other stipulations contained in the enquiry and without any deviations.
- 8.0 POWER OF ATTORNEY:
Bidder shall be required to submit the Power of Attorney in the name of authorized signatory signing the bid. However, in case of General Power of Attorney, photocopy duly notarized / signed by CEO/ CFO/ Company Secretary or any member of the Board of Directors shall be submitted.



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9.0 LANGUAGE OF DOCUMENTS:

The Bid prepared by the bidder, all correspondence/drawings and documents relating to the bid exchanged by the bidder with the OIL/PMC shall be in English Language only. If the supporting documents towards BQC are not in English language, then copies of the English translation of the same shall also be furnished duly certified, stamped and signed, as per the convention followed by the concerned authority in the respective country, by any one of the following authorities

- a) Local Chamber of Commerce, or
- b) Indian Embassy in bidder's country, or
- c) Bidder's Embassy in India, or
- d) Any translator in India recognized/ authorized by bidder's Embassy In case any printed literature furnished by bidder in another language and is accompanied by an English translation, in which case, for the purpose of interpretation of the bid, the English translation shall govern.

K. CONFLICT OF INTEREST:

Neither the consultant hired for proving EPMC services for this project, nor the consultant's agents/associates will directly or indirectly participate in this tender. The bidder has to give an undertaking as per Proforma-X stating that they are not directly/indirectly involved in the EPMC jobs for this project.

L. RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH INDIA:

Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide office memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020 (order-Public Procurement no.1) has proclaimed the insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 w.e.f. 23rd July, 2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence of India on matters directly or indirectly related thereto including national security. Bidders are requested to take note of the office memorandum and submit their offers accordingly, wherever applicable.

In this regard, bidders must submit duly sealed & signed undertaking as per format provided vide Exhibit-I, Exhibit-II and Exhibit-III along with the technical bid.

M. PAST PERFORMANCE:

Notwithstanding anything stated above, Company reserves the right to assess the Bidders' capability and capacity to perform, should the circumstances warrant such an assessment of past performance 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, financial capability, its market reputation shall be considered for assessment. Bidders having unsatisfactory past performance in OIL shall be disqualified from the bidding.



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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 PROFORMA- XXIV.

N. CHECKLIST FOR BEC-BRC:

Bidder must submit the duly filled BEC-BRC checklist as per PROFORMA R, other proformas and relevant techno-commercial documents as outlined in the tender document along with unpriced techno-commercial bid. Failure to submit duly filled up any of the above-mentioned documents within the stipulated deadline will render the bid liable for rejection and will not be considered for further evaluation.

***End of BEC/BRC**



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SPECIAL CONDITIONS OF CONTRACT (SCC)



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- 1.0 DEFINITIONS AND INTERPRETATIONS
- 2.0 INTERPRETATIONS
- 3.0 SCOPE OF WORK
- 4.0 INSPECTIONS AND TESTS
- 5.0 STATUTORY VARIATIONS IN TAXES
- 6.0 TERMS AND MODE OF PAYMENT
- 7.0 PAYMENT METHODOLOGY
- 8.0 COMPENSATION FOR IDLE
- 9.0 HEALTH SAFETY AND ENVIRONMENT (HSE)
- 10.0 PROVIDENT FUND
- 11.0 POWER AND WATER CONNECTION
- 12.0 CONSTRUCTION AIDS, EQUIPMENTS, TOOLS & TACKLES
- 13.0 CONDITIONS FOR ISSUE OF MATERIALS
- 14.0 BUILDING AND OTHER CONSTRUCTION WORKERS (BOCW), ACT 1996
- 15.0 CONTRACTOR'S OBLIGATION AT SITE
- 16.0 RECONCILIATION OF COMPANY SUPPLIED MATERIALS
- 17.0 COMPLIANCE WITH LAW
- 18.0 INSURANCE
- 19.0 SITE CLEANING
- 20.0 WORKMANSHIP
- 21.0 PENALTIES
- 22.0 COMPLETION DOCUMENT
- 23.0 TIME LIMIT FOR CLAIMS
- 24.0 EXECUTION OF WORK
- 25.0 DEFECT LIABILITY PERIOD
- 26.0 LIMITATION OF LIABILITY
- 27.0 THE ENGINEER-IN-CHARGE
- 28.0 RIGHT TO GET SERVICES CARRIED OUT THROUGH OTHER AGENCIES
- 29.0 DEFENCE OF SUITS
- 30.0 INSURANCE FOR FREE ISSUE MATERIAL
- 31.0 COMPANY MAY DO PART OF WORK
- 32.0 GENERAL
- 33.0 ADDRESS FOR CORRESPONDENCE
- 34.0 LIQUIDATED DAMAGES/ PRICE REDUCTION SCHEDULE
- 35.0 ACCOMODATION & OTHER FACILTIES
- 36.0 COMPLETION/TIME SCHEDULE
- 37.0 ROYALTY



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1.0 DEFINITIONS AND INTERPRETATIONS

In addition to meaning ascribed to certain initial capitalised terms in “GCC”, following initial capitalised terms shall have the meaning as ascribed to such term hereunder. In case any term defined hereunder is also defined in “GCC”, the meaning ascribed to such term hereunder shall prevail.

1.1 Definitions

Bid Documents shall mean documents issued to the bidder pursuant to Forwarding letter.

Effective Date shall mean the date on which Contractor's obligations will commence and that will be the date of Fax of LOA/ Notification of Award.

GENERAL

- A The Special Condition of Contract shall be read in conjunction with the General Conditions of Contract, Schedule of payment, and any other documents forming part of bid document, wherever the context so requires. Notwithstanding the sub-division of the documents into these separate sections and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.
- B Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to override the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- C In case of an irreconcilable conflict between Indian or other applicable standards, General Conditions of Contract, Special Conditions of Contract, Specifications or Price Schedule, the following shall prevail to the extent of such irreconcilable conflict in order of precedence:
- i) Letter of Acceptance along with Statement of Agreed Variations.
 - ii) Fax of Acceptance / Letter of Acceptance
 - iii) Schedule of Payments as enclosure to Letter of Acceptance.
 - iv) Special Conditions of Contract
 - v) Terms of Reference/ Instructions to Consultants
 - vi) General Conditions of Contract
 - vii) Other applicable Standards

2.0 INTERPRETATIONS

- 2.1 Where any portion of the GCC is repugnant to or at variance with any provisions of the SCC then, unless a different intention appears, the provisions of the SCC shall be deemed to govern the provisions of the GCC and SCC provisions shall prevail to the extent of such repugnancy, or variations exist.
- 2.2 In Contract Documents unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.



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- 2.3 All headings, subtitles and marginal notes to the clauses of the GCC, SCC or to the Specifications or to any other part of Bid Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof.
- 2.4 The terms fully capitalized and/or initial capitalized shall be interchangeable and shall have the meaning as assigned to fully capitalized term or initial capitalized term.

3.0 SCOPE OF WORK

- 3.1 Scope of work shall be as defined in **Volume II of II – Technical Part**.
- 3.2 The contractor shall allow weekly rest and daily working hours to his personnel/ workmen as per the relevant Act/ Law and Rules made there under. However, contractor shall ensure that no work shall be left incomplete/ unattended on any holiday/ weekly rest.
- 3.3 The contractor shall make own arrangements to provide all facilities like boarding and transport etc. to his employees/ workers engaged by the contractor.
- 3.4 Contractor shall maintain proper record of his working employee's attendance and payment made to them.
- 3.5 All the jobs mentioned under Scope of Services and Price Schedule shall be carried out as per the work procedures, documentations, recommendations of the manufacturer and as per guidelines / directions given by Engineer-in-Charge or his authorized representative to Contractor's Supervisor from time to time. In general, the work performed by the contractor shall conform to relevant standards and best engineering practices.
- 3.6 For complete scope of work, all parts of tender document are to be read.

4.0 INSPECTIONS AND TESTS

- 4.1 During execution of work, the works shall be inspected by the Company or its authorized representative for acceptance of the same.
- 4.2 The Company / Consultant or its representative shall have the right to inspect and/ or to test the material to confirm their conformity to the specifications.

5.0 STATUTORY VARIATIONS IN TAXES

- 5.1 The entire work covered under this contract shall be treated as works contract services. Bidder shall be required to quote their unit rates for all the items of Price Schedule. Any statutory variation in the GST, during the scheduled completion period only shall be considered by the company against documentary evidence.

6.0 TERMS AND MODE OF PAYMENT (EXCEL SHEET ATTACHED)

- 6.1 Advance
- 6.1.1 The Company will not pay any advance.
- 6.2 The Payment terms shall be as follows:



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Progressive payments shall be released to Contractor against running account bills duly certified by PMC and OIL after affecting the necessary deductions/recovery, if any. The basis for payment against various items shall be as follows:

Mobilization Advance: Not Applicable against this tender.
Secured Advance on Materials: Not Applicable against this tender.

The CONTRACTOR has to raise the RA bill on monthly basis and payment shall be made as per the following terms: -

For SOR Item No. 4 (4.1 and 4.2) Hot Tapping and Stoppling Works

S. No.	Milestone	Payment
1	Approval of Design & calculation, detailed Engineering drawing & execution plan. Approval of EQT, WPS for in service welding & other welding, welder qualification	2.5%
2	Mobilization of hot tapping & stoppling machine with all the accessories at site	2.5%
3	Supply and Welding of Split Tee and other accessories	20%
4	Complete Hot Tapping & stoppling work including hook-up of the new line with the existing mainline by golden joint welding	65%
5	Final acceptance of the system by owner in all respect	10%

FOR ALL OTHER SOR ITEM No.

- a) Completion of individual item of work as per SOR including supplies wherever involved : 90% progressively
- b) After successful completion & handing over of terminal : 10%

7.0 PAYMENT METHODOLOGY

- 7.1 The contractor shall raise invoices on monthly basis for works carried out duly certified by Engineer-in-Charge in triplicate. The contractor to ensure that the invoices of completed work should be raised & duly certified by Engineer-in-charge within one month to avoid any statutory penalties on delay in paying taxes.
- 7.2 The payment shall be released within 30 days from the date of receipt of invoice, if found to be in order and duly certified by Engineer-in-charge.
- 7.3 Company will release payment as per Part V.
- 7.4 The Payment shall be released through RTGS only.

8.0 COMPENSATION FOR IDLE TIME



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8.1 The Company shall make every reasonable effort to have free issue materials available so as not to delay site activities. No Idle time claim shall be entertained under any circumstances.

9.0 HEALTH SAFETY AND ENVIRONMENT (HSE)

9.1 The Contractor will strictly adhere to Health Safety and Environment policy as stated in tender document and/ or the policies followed by the Company.

9.2 The Contractor shall be responsible for preparing site-specific HSE Bridging Documents to align their safety management system with that of OIL. The Bridging Documents shall be submitted to OIL / PMC for review and formal approval prior to commencement of site activities.”

9.2 All the safety rules and regulations prevailing and applicable from time to time at the installations as directed by Company will be strictly adhered to by the Contractor.

9.3 Contractor has to ensure the safety of man and machine all the times. Damages to OIL's equipments/ installations due to bad workmanship/negligence will be recovered as per the decision of Engineer-in-Charge, which will be final and binding upon the contractor.

9.4 The contractor shall supply all the protective safety equipments like helmets / hard head hats, gumboots / safety shoes, hand gloves, safety belts, eye protection, ear protection etc. to his workmen at his own cost as required by operations.

9.5 Carrying / striking of matches, open flames, lighters or smoking or other such acts, which may cause fire hazards at the work site / in the terminals / installations, is strictly prohibited.

9.6 Tobacco/ Ghutka chewing or other such acts, are strictly prohibited at the site.

9.7 In addition to the Liquidated Damages clause (Clause no. 8 of GCC), penalties for violation of HSE shall be imposed as per clause 24 of SCC.

10.0 PROVIDENT FUND

10.1 The Contractor shall strictly comply with the provisions of Employees Provident Fund Act applicable in India and register themselves with Regional Provident Fund Commission (RPFC) before commencing the work. The Contractor shall deposit employees and contractor contributions to the RPFC every month. The Contractor shall furnish along with each running bill, the challan / receipt for payment made to the RPFC for the preceding months.

10.2 In case the RPFC's challan / receipt, as above, is not furnished, Company shall deduct 5% (Five percent) of the payable amount from Contractor's running bill and retain the same as a deposit such retained amount shall be refunded to Contractor on production of RPFC Challan / receipt for the period covered by the related running bill.



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11.0 POWER AND WATER CONNECTION

11.1 The Company/ Consultant will not provide any power and water during construction period. Contractor shall apply and obtain necessary power and water connection from relevant authority and will pay its uses charges or arrange the same from the other sources.

12.0 CONSTRUCTION AIDS, EQUIPMENTS, TOOLS & TACKLES

12.1 CONTRACTOR shall be solely responsible for making available for executing the WORK, all requisite CONSTRUCTION EQUIPMENTS, Special Aids, Cranes and the like, all Tools, Tackles and Testing Equipment and Appliances.

13.0 CONDITIONS FOR ISSUE OF MATERIALS

13.1 Whenever any material is issued by Company, following conditions in Addition to other conditions as specified in the contract shall be applicable.

13.2 Necessary indents will have to be raised by the Contractor as per procedure laid down by the Engineer-in-charge from time to time, when he requires the above material for incorporation in permanent works.

13.3 The contractor shall bear all other cost including lifting, carting from issue points to work. Site/ contractor's store, custody and handling etc. and return of surplus materials to Company's storage points to be designated by the Engineer-in-charge etc. No separate payment for such expenditure will be made.

13.4 No material shall be allowed to be taken outside the Company's store without a gate pass.

13.5 The contractor shall be responsible for proper storage, preservation and watch & ward of the materials.

13.6 All free issue materials shall be issued to contractor against submission of Indemnity Bond (as per OIL's Format attached in bid document) for 150% landed value of free issue materials.

13.7 In case of any manufacturing defect found in free issue materials, same shall be communicated to Engineer-In- Charge in writing within 15 days from the date of issue of such material and return the same at COMPANY store within 30 days from the date of issuance.

14.0 BUILDING AND OTHER CONSTRUCTION WORKERS (BOCW), ACT 1996

14.1 Applicability – the said act is applicable to every establishment which employs or had employed on any day often preceding twelve months, 10 or more building workers in any 'Building or other construction work' (Building or other construction work means the construction, repairs, maintenance or demolition of or in relation to building , streets, roads, railways, tramways, airfields, drainages, embankment, transmission and distribution of power, water works, oil and gas installations, pipeline etc.(refer section 2(d) of the act). It does not include any building and other construction work to which the factory act 1948 and the mines



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act 1952 is applicable).

15.0 CONTRACTOR'S OBLIGATION AT SITE

- 15.1 Contractor shall establish site office in respective areas and have necessary/adequate office infrastructure for effective communication and documentation purposes.
- 15.2 Contractor shall provide as and when required a wagon(s) suitable for soil removal and for the transport of coating materials to and from site.
- 15.3 Contractor shall provide transport for their technical staff and operatives to move from site to site, and to move tools and equipment from site to site.
- 15.4 Contractors shall make appropriate arrangements to ensure that their supervisor(s) are adequately mobile and can attend sites or meetings with COMPANY, other authorities without any undue delay.
- 15.5 Company will not allow switching/swapping of key personnel of any contractor working at site from one contractor to another during the continuity of the contract.
- 15.6 Any change in key persons working at site shall be informed to the Company promptly.
- 15.7 Contractor shall submit Insurance policies and Labour licence to Engineer-in-charge before start of work. In absence of these documents, contractor will not be allowed to start the work.

16.0 RECONCILIATION OF COMPANY SUPPLIED MATERIALS

- 16.1 Company will issue coating materials, Line Pipes for installation of Insulating joint etc. as defined in bid document.
- 16.2 The contractor shall submit an account for all materials issued by Company, consumption and physical verification report of remaining materials in the proforma prescribed by the Engineer-in-charge on monthly basis. On completion of the work, the contractor shall submit "Material Appropriation Statement/ Reconciliation Statement" for all materials issued by the Company in the proforma prescribed by the Engineer- in-charge.
- 16.3 All unused materials shall be the property of the Company and shall be Returned by the Contractor at his cost to the Company's designated store yard (s). In case the Contractor fails to do so or exceeds the limits of allowances specified below for unaccountable wastage, then recovery for such quantities not returned as well as returned in excess of permitted limit by the Contractor will be done at the penal rate i.e. 150% of landed cost at the time of final bill/ closing of contract by Engineer-in-charge shall be effected from the Contractor's bill (s) or from any other dues of the Contractor to the Company.
- 16.4 Unaccountable wastage of Coating materials shall be NIL. However consumption rate of coating materials will be freeze at the time of coating qualification in presences of Company, Consultant and coating material supplier.



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16.5 Unaccountable wastage for Line pipe shall be 0.1%.

17.0 COMPLIANCE WITH LAW

17.1 Contractor shall abide by all prevailing Laws of India including but not limited to:

17.1.1 Apprentices Act.

17.1.2 Contract labour (Regulation & Abolition) Act.

17.1.3 Employers Liability Act.

17.1.4 Environment Protection Act.

17.1.5 Factory Act.

17.1.6 Industrial Dispute Act.

17.1.7 Minimum Wages Act.

17.1.8 Payment of Wages Act.

17.1.9 Workman Compensation Act.

17.1.10 Building and Other Construction Workers (Regulation of Employment and Condition of service) Act, 1996

17.1.11 Any other Statute, Act, Law as applicable.

18.0 INSURANCE

18.1 Contractor shall at his own expense arrange, secure and maintain insurance with reputed insurance companies to the satisfaction of the Company as may be necessary and to its full value for all such amounts to protect the works in progress and his personnel from time to time and the interest of Company against all risks as detailed herein. The form and the limit of such insurance as defined herein together with the under writer works thereof in each case should be as acceptable to the Company.

However, irrespective of work acceptance, the responsibility to maintain adequate insurance coverage at all times during the period of Contract shall be that of Contractor alone. Contractor's failure in this regard shall not relieve him of any of his responsibilities and obligation under the Contract.

18.2 All costs on account of insurance liabilities covered under this Contract will be to Contractor's account and will be included in Contract Price.

18.3 Contractor as far as possible shall cover insurance with Indian Insurance Companies.

19.0 SITE CLEANING

19.1 Contractor shall clean and keep clean (Housekeeping and cleanliness) the work site always to the satisfaction of the Engineer-in-charge for easy access to work



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site and to ensure safe passage, movement and working.

- 19.2 The Contractor shall dispose of the materials, debris etc. to any area, as decided by the Engineer-In-Charge.
- 19.3 No extra payment shall be paid on this account.

20.0 WORKMANSHIP

- 20.1 Regarding work completion, the decision of the Engineer-in-Charge will be final and binding.

21.0 DEDUCTIONS

COMPANY shall have right to levy following deductions on the Contractor and deduct applicable amount from the Contractor's Running Bills on account of non-performance of works as per contract terms:

- 21.1 In case proper barricading, along the trench and pits is not provided, the work shall be immediately suspended till such time proper barricading and deduction will be done from Contractor's bill as per SCC clause 21.3.
- 21.2 In case required numbers of safety equipment's like Safety Harness belts, helmets, fluorescent jackets etc. as per the Technical Specifications and Special conditions of the contract of the tender, could not be provided by the contractor during execution, work shall be suspended, and deduction will be done from Contractor's bill as per Volume II of II (Penalty Clause due to HSE Violation).
- 21.3 In case of complete compliance of HSE norms throughout the contract period the contractor shall be issued a letter of appreciation by the Company on recommendation by the consultant.
- 21.4 Deduction will be done from Contractor's bill for non-mobilization of Key Construction Manpower shall be as per Clause 5.2 of Vol-II (Technical Document) of the tender.
- 21.5 In case contractor fails to complete the back filling within agreed schedule, deduction will be done from Contractor's bill @ Rs. 5,000.00 per day till completion of the job as per satisfaction of the PMC/ OIL, which shall be released later as per recommendation of PMC and certification from concerned Station-In-Charges.
- 21.6 Contractor shall take utmost care in implementing the work so that the OFC cable laid over the pipeline RoW should not be damaged. Before excavation, contractor will track the OFC Cable using OFC Tracker machine. In case of Any damage or OFC cut occurs during execution of the project due to negligence from the contractor, deduction will be done from Contractor's bill @ Rs. 100,000/- (Rupees ONE LAKH only) per cut / damage. This deduction shall be subject to recommendation of PMC and decision of Engineer-In-Charge. PMC shall have the responsibility for through analysis of OFC Cut and accordingly recommendations for deduction shall be forwarded to OIL. In case of repair/restoration of the OFC cut (as per satisfaction of the PMC/ OIL) within two hours of the damage, the deduction will be reduced to ₹ 50,000.00/- per cut / damage

Required equipment, Tools and Tackles such as OFC Cable, OTDR Machine, Splicing machines etc. for restoration of OFC Works shall be under the scope of



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contractor. Contractor is required to restore the site in minimum possible time due to requirement of OIL's Pumping operation.

22.0 COMPLETION DOCUMENT

22.1 As defined in Scope of Work and Technical Specification, Volume II of II – Technical part of tender document.

23.0 TIME LIMIT FOR CLAIMS

23.1 Under no circumstances whatsoever shall the contractor be entitled to any compensation from Company on any account unless the contractor shall have submitted claim pertaining to the contract in writing to the Engineer-in-Charge within 30 days of cause of such a claim occurring. Contractor shall be deemed to have waived off its rights to claim the same, if the claim is not raised within this period.

24.0 EXECUTION OF WORK

24.1 The CONTRACTOR shall be responsible for ensuring that works throughout are executed in the most substantial, proper and workmanlike manner with the quality of material and workmanship in strict accordance with the SPECIFICATIONS and to the entire satisfaction of the ENGINEER-IN-CHARGE. The CONTRACTOR shall provide all necessary materials equipment labour etc. for execution of work till the completion of Contract.

25.0 DEFECT LIABILITY PERIOD

- 25.1 The Contractor warrants that the work carried out under the Contract are meeting the requirement of the Bid document and will rectify/ repair any defective work on receipt of instructions from Engineer-in-charge.
- 25.2 The Engineer-in-charge shall promptly notify the Contractor in writing of any claims arising under Defect Liability period.
- 25.3 Upon receipt of such notice, the Contractor shall, within a reasonable period, repair or replace the defective Goods or parts thereof, free of cost to the Company. The Contractor may take over the replaced parts/ Goods at the time of their replacement. No claim whatsoever shall lie on the Company for the replaced parts/ goods thereafter. In the event of any correction of defects or replacement of defective material during the defect liability period, the warranty for the corrected / replaced Goods or item or material shall be extended to a further period of twelve (12) Months from the date of such repair/replacement if put to use immediately or eighteen (18) Months. Defect liability period shall be 12 months from the date of handing over of the system to Company.

If the Contractor, having been notified, fails to remedy the defect(s) within a reasonable period, the Company may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which the Company may have against the Contractor under the Contract / Agreement.



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26.0 LIMITATION OF LIABILITY

26.1 Except in cases of wilful negligence or wilful misconduct, and in the case of infringement, the Contractor shall not be liable to the Company, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits provided that this exclusion shall not apply to any obligation of the Contractor to pay LD to the Company and the aggregate liability of the Contractor to the Company, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

27.0 THE ENGINEER-IN-CHARGE

27.1 Issue the contractor from time to time during the running of the Contract such further instructions as shall be necessary for the purpose of proper and adequate execution of the Contract and the Contractor shall carry out and bound by the same.

27.2 During the currency of this Contract, Company can increase and / or decrease the number of the services required & quantity of work /services shown in from the Schedule of Rates.

27.3 Order the Contractor to remove or replace any workmen whom the Company considers incompetent or unsuitable and opinion of the Company representative as to the competence of any workman engaged by the contractor shall be final and binding on the Contractor. Key personnel can be deployed at site only after getting approval from the Company/ Consultant.

28.0 RIGHT TO GET SERVICES CARRIED OUT THROUGH OTHER AGENCIES

28.1 Nothing contained herein shall restrict Company from accepting similar services from other agencies at its sole discretion and at the risk and cost of the contractor, if the contractor fails to provide the said services any time not up to the satisfaction of Engineer-in-Charge.

29.0 DEFENCE OF SUITS

29.1 If any action is brought before a Court, Tribunal or any other Authority against the Company or an officer or agent of the Company, for the failure, omission or neglect on the part of the CONTRACTOR to perform any acts, matters, covenants or things under the CONTRACT, or damage or injury caused by the alleged omission or negligence on the part of the CONTRACTOR, his agents, representatives or his SUB-CONTRACTOR's, or in connection with any claim based on lawful demands of SUB-CONTRACTOR's workmen or employees, the CONTRACTOR, shall in such cases indemnify and keep the Company and/or their representatives harmless from all losses, damages, expenses or decrees arising out of such action.

30.0 INSURANCE FOR FREE ISSUE MATERIAL



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30.1 Contractor shall at his own expense arrange, secure and maintain insurance cover for Company's supplied free issue materials as defined in Bidding Document. Contractor's quoted price shall be inclusive of all costs on account of insurance liabilities covered under the Contract. Contractor shall note that the beneficiary of insurance cover shall be Oil India Ltd. (OIL) in this case. The insurance cover of the free issue material shall be for the period from the date of handing over the material to Contractor from Company's designated place of issue to date of handing over the completed work to Company.

31.0 COMPANY MAY DO PART OF WORK

31.1 Upon failure of the Contractor to comply with any instructions given in accordance with the provisions of this Contract, the Company has the alternative right, instead of assuming charge of entire WORK, to place additional labour force, tools, equipments and materials on such parts of the work, as the company may designate or also engage another contractor to carry out the work. In such cases, the company shall deduct from the amount which otherwise might become due to the contractor, the cost of such work and material with ten percent (10%) added to cover all departmental charges and should the total amount thereof exceed the amount due to the contractor, the contractor shall pay the difference to the company.

32.0 GENERAL

32.1 All personnel of the contractor entering on work premises shall be properly and neatly dressed and shall wear uniform badges while working on premise of the Purchaser including work sites.

Contractor shall provide all labour and necessary supervision to carry out the work as per the scope of work as defined in tender document, which forms part of this contract in accordance with the conditions of the contract laid down in this part of contract read in conjunction with General Conditions of Contract.

33.0 ADDRESS FOR CORRESPONDENCE

A. OWNER:

OIL INDIA LIMITED ,
Pipeline Headquarters,
Narangi, Guwahati Assam-781171

B. CONSULTANT:

The Project Manager,
Lyons Engineering Pvt. Ltd
198/2/1, Shree Sharda Fortune Tower,



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East of Kailash, New Delhi -110065

C. ENGINEER-IN-CHARGE

Dy. General Manager (PLP)
Pipeline Project Department
Pipeline Headquarters
Oil India Limited
Narangi, Guwahati
Assam-781171

34.0 LIQUIDATED DAMAGES/ PRICE REDUCTION SCHEDULE

GCC is Clause No: 30.0 of GCC, pertaining to Timely Mobilization and Liquidated Damages stands modified to the following extent:

- 34.1 Time is the essence of this Contract. If the CONTRACTOR fails to mobilize and deploy the required manpower/equipment and/or fails to commence the operation within the period specified as specified under mobilization clause under SCC, OIL shall have, without prejudice to any other right or remedy in law or contract including sub clause (b) below, the right to terminate the contract.
- 34.2 In the event of the CONTRACTOR fails to complete the WORK/ within the stipulated period, then unless such failure is due to Force Majeure as defined in tender document here or due to EMPLOYER'S defaults, the Total Contract price shall be reduced by 1/2 %, of the total Contract Price per complete Month of delay or part thereof subject to a maximum of 7.5 % of the Total Contract Price, by way of reduction in price for delay and not as penalty. The said amount will be recovered from amount due to the Contractor/ Contractor's Contract Performance Security payable on demand.
- 34.3 The decision of the ENGINEER-IN-CHARGE in regard to applicability of Price Reduction Schedule shall be final and binding on the CONTRACTOR.
- 34.4 The parties agree that the sum specified above is not a penalty but a genuine pre estimate of the loss/damage which will be suffered by OIL on account of delay/breach on the part of the Contractor and the said amount will be payable without proof of actual loss or damage caused by such delay/breach and without any demur and shall not be open for any dispute whatsoever.
- 34.5 The value referred in this clause is excluding taxes and duties reimbursable by OIL. LD/PRS will be calculated on the basis of Total Contract value excluding duties and taxes, where such duties/taxes have been shown separately in the contract. However, the applicable GST on the LD shall have to be borne by the CONTRACTOR. Accordingly, the liquidated damages shall be recovered from the CONTRACTOR along with applicable GST.
- 34.6 In case delay in execution of contract, contractor will raise invoice for reduced value as per Price Reduction Clause. If contractor has raised the invoice for full value,



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then contractor will issue Credit Note towards the applicable PRS amount.

34.7 In case contractor fails to submit the invoice for reduced value or does not issue credit note as mentioned above, OIL will release the payment to contractor after effecting the PRS clause. In the event of any financial implication arises on OIL due to issuance of invoice without reduction in price or non-issuance of Credit Note, the same shall be to the account of contractor.

35.0 ACCOMODATION & OTHER FACILTIES

- a) All Boarding, lodging, transportation, Resident/Site/camp office, office infrastructure, required by the contractor for execution of the job shall be to contractor's account. However, Owner shall make all endeavour to provide vacant quarters/offices in Pump Stations, if available, to the contractor at applicable charges as decided by the owner.
- b) Contractor may refurbish the vacant/Quarters within the prescribed rules of the company and no permanent modifications are to be done. The Quarter and surrounding shall be properly maintained and regular House Keeping shall be done by the Contractor.

36.0 COMPLETION/TIME SCHEDULE

The completion / time schedule shall be 3 years from the date of LOA.

The Contractor shall ensure that the project shall be completed within the stipulated time frame. The Contractor would prepare activity schedule for the project in consultation with the Owner/ PMC at the beginning/during kick-off meeting in Primavera or Equivalent software. All efforts should be made to meet all the intermediate schedule and milestones.

Time is the essence of contract. Contractor shall ensure makeup plan in place for achieving the scheduled completion. Contractor is required to plan and put manpower and resources accordingly.

Contractor is required to work simultaneously on various procurement & works packages and accordingly, make all out efforts to complete the project on or before the time schedule. The contract price shall be valid till satisfactory completion of all works under the scope of contractor.

37.0 ROYALTY

The Contractor's quoted rate should include the royalty on different forest items (sand, gravel, pebbles, boulders etc.). Contractor shall submit proof of royalty payment in this regard to company/OIL.