ऑयल इंडिया लिमिटेड
Oil India Limited

ENQUIRY DOCUMENT - TENDER

(Document No : B988-TENDER_DOC-B988-101-83-44-MK-T-9502)

इंजीनियर्स इंडिया लिमिटेड
(भारत सरकार का उपक्रम)
ENGINEERS INDIA LIMITED
(A Govt. of India Undertaking)

हर एक काम देश के नाम

Click on the Document Title to go to that section of the document

Table of Contents

Document Number	Rev.	Document Title	Page Number
B988-TENDER_DOC-B988-101-83-44-MK-T-9502	A	ENQUIRY DOCUMENT - TENDER	5
B988-101-83-44-MK-T-9502	B	MICROTUNNELING WORKS	619
B988-101-83-44-LL-9502	B	LIST OF ATTACHMENTS	620
B988-101-83-44-SOW-9502	B	SCOPE OF WORK & SUPPLY	626
FORM ¿ B	A	Details of Specific Experience on Which Qualification Against BQC-Technical is Sought	654
FORM - C	A	Compliance Statement (Pipeline Engineering)	655
B988-101-83-44-SP-0102	1	JOB SPECIFICATION FOR PIPELINE CROSSING USING MICROTUNNELING & PIPE JACKING METHOD	656
6-71-0021	7	Standard specification for long radius bends for onshore pipelines	671
6-71-0024	7	Standard specification for seamless fittings & flanges (size up to DN 400 mm (16¿))	682
6-71-0026	6	Standard specification for insulating joints (onshore).	689
B988-101-83-44-AD-0026	0	ADDENDUM TO STANDARD SPECIFICATION NO. 6-71-0026 (INSULATING JOINT)	699
6-71-0041	5	Standard specification for 3 layer polyethylene coating of linepipes	701
6-71-0044	5	Standard specification for field joint coating (onshore pipelines).	735
6-71-0048	3	Standard specification for repair of polyethylene coating	750
6-71-0051	5	Standard specification for pipeline construction (onshore).	756
6-71-0055	5	Standard specification for hydrostatic testing of onshore pipelines	794
6-71-0057	6	Standard specification for pipeline markers	816
6-71-0059	6	Standard specification for documentation for pipeline construction.	822
6-71-0062	6	Standard specification for hot tapping	831
6-71-0071	5	Standard specification for pipeline surveys (onshore)	839
6-78-0001	3	Specification for quality management system requirements from bidders / suppliers / contractors	864
6-78-0002	3	Specification for documentation requirements from contractors	871
6-78-0003	3	Specification for documentation requirements from suppliers	882
6-45-0029	2	Specification for equipment / material for cathodic protection system for pipelines	893
B988-101-06-41-WSP-0002	0	WELDING SPECIFICATION FOR MULTIPRODUCT AND CRUDE OIL PIPELINE	910
B988-101-06-41-WSC-0002	0	WELDING SPECIFICATION CHARTS FOR MULTIPRODUCT AND CRUDE OIL PIPELINE	956
B988-101-81-47-SP-9502	0	SPECIFICATION FOR GEOTECHNICAL INVESTIGATIONS FOR PIPELINE CROSSINGS USING MICROTUNNELING & PIPE JACKING METHOD	960
B988-000-06-41-EGP-0002	0	SPECIFICATION FOR MAGNETIC CLEANING & ELECTRONIC GEOMETRY PIGGING	973
B988-000-02-42-PCS-1001	0	TECHNICAL SPECIFICATION FOR PRE-COMMISSIONING AND COMMISSIONING	986
B988-000-06-42-PLS-01	0	JOB SPECIFICATION FOR PROTECTIVE COATING	1007
6-44-0052	9	Technical notes for valves	1021
6-44-0056	7	Technical notes for gaskets	1044
6-44-0057	7	Technical notes for bolts and nuts	1049

Click on the Document Title to go to that section of the document

Table of Contents

Document Number	Rev.	Document Title	Page Number
6-81-0091	5	Inspection and test plan for onshore CS flanges and seamless fittings (upto 16¿ NB)	1055
6-81-0004	7	Inspection and test plan for valves	1061
6-81-0007	5	ITP For Bolting Material	1069
6-81-0008	5	Inspection and test plan for gaskets	1076
6-81-0088	5	Inspection and test plan for long radius bends for onshore pipelines	1081
6-81-0102	4	Inspection and test plan for insulating joints	1086
7-71-0001	6	Typical right of use for pipelines	1092
7-71-0005	6	Typical trench dimensions for pipelines	1093
7-71-0006	6	Pipelines symbols	1094
7-71-0007	6	Topographical symbols	1095
7-71-0009	6	Typical ROU boundary marker	1096
7-71-0011	6	Direction marker	1097
7-71-0012	5	Pipeline warning sign.	1098
7-71-0021	6	Existing underground pipe crossing (type-I)	1099
7-71-0022	6	Existing underground pipe crossing (type-II)	1100
7-71-0024	6	Underground cable crossing	1101
7-71-0025	6	Overhead power line crossing	1102
7-71-0026	6	Typical trench dimensions for two pipelines in common trench	1103
7-71-0031	2	Typical details of warning devices (MAT / TAPE or MESH) for pipelines	1104
B988-101-83-44-30012	A	SCOPE DRAWING	1105
B988-101-83-44-30002	E	TYPICAL SKETCH FOR SUPPORT DETAILS	1106
B988-101-83-44-30017	C	TYPICAL SKETCH FOR IJ INSTALLATION	1108
GEOTECH REPORTS-T-9502	0	GEOTECH REPORTS-T-9502	1109
B988-101-83-44-DS-0001	B	DATASHEET FOR INSULATING JOINT	1343
B988-101-83-44-DS-002	B	DATA SHEET FOR FULL ENCIRCLEMENT SPLIT TEE	1345
B988-101-83-44-DS-0003	B	DATA SHEET FOR FULL ENCIRCLEMENT SPLIT TEE	1347
B988-101-83-44-VDR-9502	A	VENDOR DOCUMENT REVIEW	1349
B988-101-83-44-VL-9502	1	List of Approved Vendor (Pipeline Engineering)	1351
PERMISSION LETTER - NOC	0	PERMISSION LETTER - NOC	1355
6-45-0027	3	Specification for sacrificial anode cathodic protection system for pipelines	1359
7-45-0602	1	Prepacked magnesium anode	1378
7-45-0604	1	Test station with foundation details	1379
7-45-0605	1	Test station connection schemes	1380
7-45-0606	1	Galvanic anode installation	1384
B988-101-06-45-CSW-9502	A	SCOPE OF WORK - CP SYSTEM	1385
B988-101-06-45-TC-9501	A	TECHNICAL COMPLIANCE	1396

Click on the Document Title to go to that section of the document

Table of Contents

Document Number	Rev.	Document Title	Page Number
B988-101-06-45-VDR-9501	C	VENDOR DATA REQUIRMENT	1398
B988-101-06-45-VL-9501	B	VENDOR LIST CP SYSTEM	1401
B988-101-16-51-4701	0	OFC installation (Microtunneling Crossing)	1403
B988-101-16-51-4702	0	OFC Joint Identification Marker	1404
B988-101-16-51-4703	0	OFC Jointing Pit	1405
B988-101-16-51-CF-9502	0	COMPLIANCE FORMAT	1406
B988-101-16-51-LL-9502	0	LIST OF ATTACHMENTS	1408
B988-101-16-51-SOW-9502	0	SCOPE OF SUPPLY & WORK	1411
B988-101-16-51-SP-80_0	0	JOB SPECIFICATION for OFC INSTALLATION AND ASSOCIATED WORKS	1418
B988-101-16-51-SP-81_0	0	JOB SPECIFICATION for OPTICAL FIBRE CABLE	1432
B988-101-16-51-SP-82_0	0	JOB SPECIFICATION OPTICAL FIBER CABLE TESTING PROCEDURE	1441
B988-101-16-51-VDR-9502	0	VENDOR DATA REQUIREMENTS	1448
B988-16-51-VL-9502	0	VENDOR LIST	1450
B988-101-83-43-SOW-5002	0	SCOPE OF WORK & SUPPLY	1452
B988-101-81-45-SOW-9502	C	SCOPE OF SUPPLY & WORK	1459
6-65-0013	5	Standard specification for chain link fencing	1465
6-68-0003	6	Standard Specification Civil & Structural Works Earthwork.	1473
6-68-0004	8	Standard specification civil & structural works plain and reinforced cement concrete	1487
6-68-0006	8	Standard specification civil & structural works structural steel works	1518
6-79-0020	1	Standard specification for surface preparation and protective coating	1543
6-82-0001	2	Standard specification for health, safety & environmental management at construction sites	1586
6-82-3100	2	Inspection & test plan (ITP) for civil, structural & architectural works (item rate contracts-with categorization)	1691
6-82-6100	4	Standard quality assurance plan (for item rate contracts)	1756
7-65-0400	5	Standard Detail Of Chain Link Fencing (With Conc. Post)	1769
7-75-0054	6	Steel gate (for entrances upto 6.0m width)	1770
6-65-0011	6	Standard specification for barbed wire fencing	1772
6-68-0012	6	Standard specification civil & structural works demolition and dismantling	1780
6-68-0014	2	Standard specification civil & structural works precast concrete	1787
B988-83-41-101	0	INDICATIVE SKETCH OF CHAIN LINK FENCING	1794

CONVERSION OF NBPL & NSPL CROSSINGS TO SUBMERGED CROSSING THROUGH MICROTUNNELING (7 RIVERS) PROJECT OF M/s OIL INDIA LIMITED

(BIDDING DOCUMENT NO. MKK/B988-101-MK-T-9502/2 FOR "MICROTUNNELING WORKS"

Part - I: COMMERCIAL SECTION

Prepared by:

इंजीनियर्स इंडिया लिमिटेड
(भारत सरकार का उपक्रम)
ENGINEERS INDIA LIMITED
(A Govt. of India Undertaking)

MASTER INDEX

NAME OF WORK : MICROTUNNELING WORKS

BIDDING DOCUMENT NO. : MKK/B988-101-MK-T-9502/2

PART – I: COMMERCIAL SECTION

SL. NO.	DESCRIPTION
1.	COVER PAGE
2.	MASTER INDEX
3.	INVITATION FOR BID (IFB)+ LAND BORDER POLICY+ EMD-BG FORMAT
4.	ACKNOWLEDGEMENT CUM CONSENT LETTER
5.	PROFORMA OF COVERING LETTER FOR SUBMISSION OF OFFERS
6.	BID DATA SHEET (BDS)
7.	INSTRUCTIONS TO BIDDERS (ITB)
8.	PROPOSAL FORMS
9.	SPECIAL CONDITIONS OF CONTRACT (SCC)
10.	APPENDIX-A TO SCC (TAXES AND DUTIES)
11.	**ANNEXURE TO SCC**
	i) CONDITIONS FOR ISSUE AND RECONCILIATION OF MATERIALS
	ii) MINIMUM CONSTRUCTION EQUIPMENT
	iii) CALIBRATION REQUIREMENT
	iv) KEY CONSTRUCTION MANPOWER
	v) QUALIFICATION AND EXPERIENCE OF KEY SUPERVISORY PERSONNEL
	vi) MEASUREMENT OF WORK
	vii) TERMS OF PAYMENT
	viii) VARIATION IN PRICES -NOT APPLICABLE
	ix) QUALITY MANAGEMENT SYSTEM
	x) OISD 192 & 207 AND HEALTH SAFETY AND ENVIRONMENT (HSE) MANAGEMENT

SL. NO.	DESCRIPTION
	xi) VENDOR LIST FOR SUPPLY OF STEEL & CEMENT
	xii) FORMAT FOR OBTAINING SUB-CONTRACTOR'S APPROVAL
	xiii) SPECIFICATION FOR DOCUMENTATION REQUIREMENTS FROM CONTRACTORS
	xiv) STEEL POLICY PROVISIONS
	xv) POLICY TO PROVIDE PURCHASE PREFERENCE UNDER PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) (PPP-MII) ORDER, 2017
12.	GENERAL CONDITIONS OF CONTRACT (GCC)+FORMATS
13.	**PRICE PART / SCHEDULE OF RATES**
	i) PREAMBLE TO SCHEDULE OF RATES
	ii) SUMMARY OF PRICES (FORM SP-0)
	iii) FORM SP-2 INDICATING APPLICABLE RATE OF GST IN %.
---	**TECHNICAL SECTION: INDEX OF TECHNICAL PART ATTACHED SEPARATELY WITH TECHNICAL SECTION**

Sign and Stanp of Bidder

INVITATION FOR BIDS (IFB)
FOR
"MICROTUNNELING WORKS"
PROJECT: CONVERSION OF NBPL & NSPL CROSSINGS TO SUBMERGED CROSSING THROUGH MICROTUNNELING (7 RIVERS)
CLIENT/OWNER: M/s OIL INDIA LTD (OIL)
BIDDING DOCUMENT NO.: MKK/B988-101-MK-T-9502/2
(DOMESTIC COMPETITIVE BIDDING)
(e-Tendering in OIL's e-Tender Portal)
OIL e-Tender no.: EIL2029P27

1.0 INTRODUCTION:

M/s Oil India Limited (OIL) is a Government of India "MAHARATNA" Category Enterprise, engaged in the business of Exploration, Production & Transportation of Crude Oil, Petroleum Products and Natural Gas and production of LPG in India with participating interest in E&P sector in various overseas projects. OIL's Pipeline Department deals with transportation of hydrocarbons to different refineries and thus, operates a total of approx. 1860 Km of hydrocarbon pipelines, which comprises of 1206 Km of Crude oil trunk pipeline and 654 KM Product pipeline.

The 14" - Naharkatiya (Duliajan)–Barauni Crude Oil Pipeline of length 1157 Km, commonly termed as NBPL, has 11 Pump Stations and 18 Repeater Stations spread across 3 states of Assam, West Bengal and Bihar. The pipeline was commissioned in 1962-64.

The 16" - Numaligarh–Siliguri Multiproduct Pipeline of length 654 Km, commonly termed as NSPL, has 1 Dispatch Station, 1 Receipt Terminal, 4 Intermediate Pigging Stations (IP) and 9 Sectionalizing Valve (SV) Stations spread across 2 states of Assam and West Bengal. The pipeline was commissioned in 2008.

Both the OIL pipelines and IOCL's 8" - Guwahati-Siliguri product pipeline, commonly referred as GSPL, are in common Right of Way and on its route, cross various rivers / water bodies submerged by open-cut / HDD / Microtunneling or suspended on railway bridges / independent suspension etc.

The submerged crossings of NSPL across several rivers were done by open cut method. In the recent past, OIL has experienced pipeline washout because of reduction of soil cover over the pipelines caused due to river scouring and other environmental factors at many of these rivers. To prevent similar situation in future, OIL has planned to convert the open cut submerged crossings of NSPL & NBPL as well as over ground crossings of NBPL across rivers to submerged crossings by Microtunneling in a phase-wise manner. For the current phase, OIL has considered seven (07 nos.) of such river crossings to be converted to installation by Microtunneling. The tunnel shall be able to accommodate three (03 nos.) hydrocarbon pipelines viz., 16"-NSPL, 14"-NBPL and 8"-GSPL across the following rivers, along with 2 nos. of OFC duct and OFC cable inside the duct. The shafts for tunneling (Launch, Receipt and Intermediate, as required) shall be constructed adjacent to OIL's RoW / RoU.

It is proposed to install the pipelines using **"Microtunneling Technique and Pipe Jacking Method"** with minimum tunnel inner diameter (ID) of 1600 mm across rivers. In this regard, M/s Oil India Limited (OIL) intend to invite bids for the following scope of work.

Engineers India Ltd (EIL) is the PMC Consultant of OIL for the above Project and EIL on behalf of OIL is authorized to enter into correspondence / discussions & obtain any clarification and confirmations from the bidder.

EIL on behalf of OIL, invites e-bids under Single Stage Two Part Bid System, for the subject Tender from eligible bidders with sound technical and Financial capabilities meeting the Bidder's Qualification Criteria stated in **Clause. 5.0** below:

2.0 BRIEF SCOPE OF WORK:

2.1 The Scope of Work shall consist of topographical & geo-technical surveys, collection of hydrological data, design & detailed engineering, procurement & supply (except free issue 3LPE coated line pipes and 90° Induction Bends), string preparation & installation of pipeline using Micro-tunneling Technique & pipe jacking method, testing and preservation of the pipeline, installation of HDPE duct for OFC, EGP works, pre-commissioning, Cathodic Protection works, hook-up with existing pipelines, decommissioning and evacuation of crude / product from redundant sections of pipelines (being replaced by Microtunneling), all associated works for the following three (03 nos.) rivers, divided into three parts, i.e., Part-A, Part-B & Part-C:

Sl. No.	Name of River	Approx. Chainage (km)	Carrier Pipe Size, Inch	MT Length, approx. (m)	State	Tender Part
1	Torsa	697.300	16", 14", 8"	580	West Bengal	A
2	Diana	742.600		500	West Bengal	B
3	Jaldhaka	755.000		750	West Bengal	C

For complete details, refer Technical scope enclosed in Bidding Document.

3.0 TIME SCHEDULE FOR COMPLETION:

FOR EACH PART:

20 (TWENTY) MONTHS to be reckoned from the date of issue of Letter of Acceptance (LOA).

4.0 SALIENT DETAILS:

a)	Bidding Document & subsequent Amendment (if any) available on Website for viewing & downloading, **and its fee**	:	The complete Bidding Document can be viewed and downloaded from OIL's e-tender Portal **https://etenders.srm.oilindia.in/irj/portal** Tender details are also available in EIL website http://tenders.eil.co.in **Cost of Bidding Document: NIL**
b)	Bidding Document available on Website	:	**From 23.09.2026 to 21.10.2026**
c)	Last date of Receipt of Bidder's Queries for Pre-Bid Meeting	:	**On 03.10.2026**

<table>
<tr><td>d)</td><td>Date of Pre-Bid Meeting</td><td>:</td><td>at 1400 Hrs. (IST) on 05.10.2026 (*)
Pre-bid meeting shall be held Physically at OIL India office at below address:
OIL INDIA LIMITED- PIPELINE HEADQUARTER
P.O., Udayan Vihar, Narengi Tinali, Guwahati, No.2 Bonda, Assam 781171

Notes:
Bidder should be available with all the Pre-bid queries from the Bidding document and the queries after the site visits.
Non-attendance of the pre-bid meeting shall not be a cause of disqualification of the bidder.</td></tr>
<tr><td>e)</td><td>Last Date and time of Online submission of Bids (Bid Due Date) and Mode of Bid Submission</td><td>:</td><td>Up to 1200 Hrs. (IST) on 21.10.2026
Through OIL’s e-tender Portal
https://etenders.srm.oilindia.in/irj/portal</td></tr>
<tr><td>f)</td><td>Online Opening of Techno-commercial Unpriced Bid</td><td>:</td><td>1400 Hrs. (IST) on 22.10.2026 (*) on OIL’s e-tender Portal
https://etenders.srm.oilindia.in/irj/portal</td></tr>
<tr><td>g)</td><td>Earnest Money Deposit (EMD)</td><td>:</td><td><table><tr><th>PART (S)</th><th>EMD AMOUNT</th></tr><tr><td>A</td><td>INR 56,89,000/-</td></tr><tr><td>B</td><td>INR 49,72,000/-</td></tr><tr><td>C</td><td>INR 70,99,000/-</td></tr><tr><td>A+B</td><td>INR 56,89,000/-</td></tr><tr><td>B+C</td><td>INR 70,99,000/-</td></tr><tr><td>A+C</td><td>INR 70,99,000/-</td></tr><tr><td>A+B+C</td><td>INR 70,99,000/-</td></tr></table>For details, refer clause no. 9.0 below.</td></tr>
<tr><td>h)</td><td>Date of Opening of Priced Bids</td><td>:</td><td>Date & time shall be intimated later to the Techno-commercial acceptable Bidders.</td></tr>
<tr><td>i)</td><td>Reverse Auction (RA)</td><td>:</td><td>Not Applicable</td></tr>
<tr><td>j)</td><td>Contact details of dealing officer</td><td>:</td><td>Name : Mr. Manoj Kumar
Designation: DGM (SCM-C&P)
Phone No. & Extn :+91-11-2676 2433
E-mail:kumar.amit@eil.co.in;
anil.dubey@eil.co.in,
manoj.kumar.pur@eil.co.in</td></tr>
<tr><td>k)</td><td>Place of Submission of Original EMD</td><td>:</td><td>Dak Receipt Section
Engineers India Ltd,</td></tr>
</table>

			EI Bhawan, 1, Bhikaji Cama Place, New Delhi – 110066 **Mr. Manoj Kumar – DGM (SCM-C&P)** **4th Floor, (Job no. B988)**
I)	Date for Site Visit	:	**30.09.2026 & 01.10.2026** Bidder may visit and examine the site of works on their own and obtain all information that may be necessary for preparing the Bid. 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 Mr Jyotirmoy Das, Chief Engineer (PLP) DGM(PLP) e-Mail: jyotirmoy_das@oilindia.in, Mob: 9508644541

All updates, amendments, Corrigendum including Bid time extension, clarifications etc. (if any) will be uploaded / posted in the OIL's e-tender portal (**https://etenders.srm.oilindia.in/irj/portal)** only. There will not be any publication of the same through newspapers or any other media. Bidders should regularly visit the OIL's e-tender to keep themselves updated.

Bid time extension shall also be published on EIL Tender portal https://tenders.eil.co.in/newtenders/

Time and date of opening of Price Bids shall be notified to the qualified and acceptable bidders at a later date.

Bidders shall submit the bid directly and in their own names without involving any intermediaries.

5.0 BIDDER QUALIFICATION CRITERIA(BQC):

Bidder shall fulfil the following Bidder's Qualification Criteria in order to qualify for the subject Tender:

5.1 TECHNICAL CRITERIA

5.1.1 Bidder on his own shall have completed the following in last **seven (07) years reckoned from the original bid due date:**

Part-A OR Part-B OR Part-C	Design, Engineering & Construction of minimum 300-meter-long crossing using Microtunneling technique with Jacking pipe of internal diameter 1200 mm or above in a single drive under a single contract for a hydrocarbon pipeline project including installation of steel pipeline of diameter 8 inches or above within the same Jacking pipe / tunnel. Out of the above length i.e., 300-meter microtunneling, minimum 150-meter length shall be either under river or water body crossing.

Notes:

a) A job completed by a Bidder as a member of a Consortium / Unincorporated Joint Venture (JV) shall be considered for the purpose of evaluation, provided the Bidder's scope in that Consortium / JV exclusively meets the experience criteria stipulated in Clause No. 5.1.1 above.

b) A job completed by a Bidder as a Sub-Contractor shall be considered for the purpose of evaluation, provided Bidder exclusively meets the experience criteria stipulated in Clause No. 5.1.1 above and the appointment of sub-contractor was authorized by End-user / Owner / End-user authorized supervisory agency.

c) A job completed by a Bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting Bidder Qualification Criteria (Technical).

5.1.2 **Equipment Deployment Criteria:**

Bidder shall meet the requirements of key construction equipment as specified in the section "Key Construction Equipment required to be mobilized by the Contractor during execution of Micro Tunnelling and associated works" of the bid document.

5.2 **FINANCIAL QUALIFICATION CRITERIA**

5.2.1 **Turnover:**

The minimum **annual financial turnover** of the Bidder during any of the preceding 3 Financial years should be as per below table:

PART (S)	Minimum Annual Financial Turnover in INR
A	**INR 8,53,37,000/-**
B	**INR 7,45,84,000/-**
C	**INR 10,64,85,000/-**

Note: Annual Financial Turnover of the bidder from operations shall mean Aggregate value of the realisation 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).

5.2.2 **Net-worth:**

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

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 5.2 above:

a) Bidder can quote for any one part or in any combination of part(s) or all parts. In case any bidder who quoted for more than one part and meets the criteria of the part having higher value among the quoted parts as given above in clause no. 5.2.1, then, the bidder will also be considered qualified for other quoted parts having lower value of Turnover. **Award shall be limited to one Part per bidder only.**

b) Financial years/ previous period as above shall be reckoned from the original bid due date of submission of bids.

Page 12 of 1794 : B988-TENDER DOC-B988-101-83-44-MK-T-9502 : Rev. A

c) 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.

5.3 **DOCUMENTS AND DATA REQUIRED WITH BID**

Bidders are required to submit all such past experience (s) (PTR) meeting the BQC along with relevant supporting documents, along with the bid to justify that the bidder meets the Qualification criteria as given above.

5.3.1 **Documents towards Technical BQC [Clause no. 5.1 above]:**

The bidder shall furnish the following documents in support of his meeting the qualification criteria stated in clause nos. 5.1 above.

5.3.1.1 Copies of Work order, Completion certificate / Execution certificate, as-built drawing(s) from End-user / Owner / Client authorized supervisory agency of qualifying job(s) in the name of the bidder.

5.3.1.2 A Job completed by a Bidder as a member of a Consortium / Unincorporated Joint Venture (JV) shall be considered for the purpose of meeting the experience criteria of BQC subject to submission of following documents in support of meeting the BQC:

a) Copies of work order in the name of the Consortium from End-user / Owner / Client authorized supervisory agency, clearly indicating name of Bidder as constituent of the Consortium.

b) Any documentary evidence like Memorandum of Understanding (MOU) / Consortium / Unincorporated Joint Venture agreement / Scope Matrix clearly defining the scope and responsibility of each member of the Consortium.

c) Completion certificate / Execution certificate from End-user / Owner / End-user authorized supervisory agency in the name of the Bidder or the Consortium.

d) As-built drawing(s).

5.3.1.3 A job completed by a Bidder as a Sub-Contractor shall be considered for the purpose of meeting the experience criteria of BQC, provided the appointment of sub-contractor was authorized and subject to submission of following documents in support of meeting the BQC:

a) Documentary evidence / Authorisation Certificate issued by the End-user / Owner / Client authorized supervisory agency, with regards to approval of Bidder / execution by the Bidder as a Sub-Contractor to the Main Contractor.

b) Work order and Completion Certificates indicating details of works and date of completion issued by Main Contractor (including SOR, wherever required for establishing scope of work).

c) As-built drawing(s).

5.3.1.4 For equipment specified under Key Construction Equipment CATEGORY-1: BIDDER to "OWNED" equipment against this category. BIDDER to provide Chartered Accountant / Chartered Engineer certificate as proof of ownership for OWNED equipment and to be submitted along with the BID. In addition, bidder has to submit a recent inspection certificate (issued within 6 months from the original bid due date) from Chartered Engineer / Reputed third party inspection agency certifying that equipment is in good working condition for all proposed equipment under the category. Bidder to refer the list of third-party inspection (TPI) agencies as listed in IFB.

5.3.2 **Documents towards Financial BQC [Clause no. 5.2 above]:**

5.3.2.1 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.

Page 13 of 1794 : B988-TENDER DOC-B988-101-83-44-MK-T-9502 : Rev. A

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 due 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.

5.4 Failure to meet the above Qualification Criteria will render the Bid to be summarily rejected. Therefore, the bidder shall in his own interest furnish complete documentary evidence in the first instance itself along with their bids, in support of their fulfilling the Qualification Criteria as given above.

5.5 Additional Commercial Criteria/Conditions shall be as per attached **Appendix-III to this IFB.** Bidder to comply the same in totality.

5.6 **Eligibility and Conditions:**

The subject Tender is issued on domestic basis. Hence, as per "**Public Procurement (Preference to Make in India) (PPP-MII) Order, 2017" revised and issued by DPIIT vide Order no. P-45021/2/2017-PP (BE-II)-Part (4) Vol.II dated 19.07.2024**, only Class-I local supplier and Class-II local supplier (for definition, refer order) shall be eligible to bid. **However, Purchase preference [PPP-MII] shall be applicable for Class I Local supplier only.**

5.7 ***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.***

5.8 Bidder shall ensure that any certificate / reports issued / attested by a practicing chartered accountant in India and submitted in the bid shall mandatorily include the UDIN. Certificate / reports issued / attested without UDIN of practicing Chartered accountant in India shall not be considered for evaluation.

5.9 **AUTHENTICATION AND VERIFICATION OF BIDDER'S BQC DOCUMENTS:**

a) It is Bidder's prime responsibility to submit genuine and authentic documents. No amount of checking or verification by OIL/EIL shall absolve Bidder from his responsibility.

b) Oil India Limited (OIL) has engaged the following **17 (Seventeen) Independent Inspection Agencies** (valid upto 06.06.2028) to verify the authenticity of documents required against BQC to be submitted by the bidders against the subject tender:

Sl. No.	Name of Independent Inspection Agency	Contact E-mail ID
i.	M/s. Alfred H Knight India Private Limited.	a. rkjain@ahkgroup.com b. pradeep.mathur@ahkgroup.com c. info@ahkgroup.com
ii.	M/s. TUV India Private Limited	a. noida@tuv-nord.com b. mumbai@tuv-nord.com c. salim@tuv-nord.com
iii.	M/s Conformity India International Private Limited	a. mktg@ciindia.in
iv.	M/s Ravi Energic Private Limited	a. baroda@ravienergic.com b. tpia@ravienergic.com
v.	M/s SGS India Private Limited	a. dhaval.vora@sgs.com b. sgs.india@sgs.com
vi.	M/s Assure Quality Management Certification Services Private Limited	a. aqmcs@aqmcs.com
vii.	M/s. IRCLASS Systems and Solutions Private Limited	a. industrial_services@irclass.org b. Bhavesh.satam@irclass.org
viii.	M/s. TÜV Rheinland (India) Pvt. Ltd.	a. Shailesh.deotale@ind.tuv.com b. Kaushal.gohil@ind.tuv.com c. info@ind.tuv.com d. ravi.kumar@ind.tuv.com
ix.	M/s Gulf Lloyds (India) Ltd.	a. contact@gulflloyds.com b. inspection@gulflloyds.com
x.	M/s Baltic Testing India Pvt. Ltd.	a. office@balticcontrolindia.com
xi.	M/s Sanmarg Engineering Validation & Assessment	a. Amitra@sanmargeva.com
xii.	M/s Meenar Global Consultants LLP	a. sales@mgellp.in
xiii.	M/s Rites Limited	a. nrinspn@rites.com b. info@rites.com c. sbu.ninsp@rites.com
xiv.	M/s Bureau Veritas (India) Private Limited	a. bvindia.corporate@bureauveritas.com
xv.	M/s TUV SUD South Asia Private Limited	a. Hemant.chavan@tuvsud.com b. Jayashree.rane@tuvsud.com
xvi.	M/s Adornment Engineers India Private Limited	a. jks@adornmentengineers.com
xvii.	M/s TCRC Inspections Pvt. Ltd.	a. admin@tereinspections.com b. ashismallick@teregroup.com c. tenders@teregroup.com

c) Bidders are required to have their following documents verified and certified by any one of the empanelled Independent Third-Party Inspection Agencies listed above:

i. Technical Criteria: as per IFB.
ii. Bidder's Certificate of Incorporation.

The Inspection Certificate, duly issued by the selected agency, must be submitted along with the unpriced 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/EIL shall not be held responsible for any payment-related dispute between the bidders and the inspection agencies.

d) **The verified and certified documents (as per above) must be submitted along with the Unpriced 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 BQC 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 and Inspection Certificate within Seven (07) days of unpriced bid opening. **No reminders or clarifications will be issued by OIL/EIL in this regard, and failure to submit the verified/ certified documents within the stipulated time shall result in outright rejection of the bid, at the sole risk and responsibility of the bidder**.

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

   i. 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 BQC. The bidders must present all relevant documents to any of the empanelled third-party certifying agencies for verification/certification. The TPI Agencies shall verify the authenticity of the documents only. They will not verify whether the documents produced by the bidder are sufficient for meeting the requirements of the tender or not. Neither OIL/EIL 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 BQC compliance.

   ii. 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.

   iii. On issuance of the Inspection Certificate to the bidder, TPI agency should share a copy of the same to EIL (kumar.amit@eil.co.in; anil.dubey@eil.co.in, manoj.kumar.pur@eil.co.in). OIL/EIL will reserve the right to ask the inspection agencies to verify the documents with source, if required, at no extra cost to OIL/EIL. 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.

Notes:

i. If any documents, LOI/LOA/Orders/Contracts etc., submitted towards BQC are issued by Oil India Limited, such documents need not be verified by TPI agency.

ii. 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.

iii. Undertaking from TPI Agency as per attached format **(Appendix-IV to IFB)** should be submitted along with the Bid.

iv. In case of clarifications sought by OIL/EIL against BQC, 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/EIL 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/EIL, as part of their clarification, their offer will be liable for rejection.

5.10 **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/EIL 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.

6.0 EVALUATION & AWARD METHODOLOGY:

6.1 The subject Tender is **divided into three (3) Parts**, namely:

- Part-A
- Part-B
- Part-C

Bidders may quote for any one, two or all three Parts.

6.2 Bidder shall quote the Percentage Increase (+) or Decrease (–) upto 2 decimal places on Total estimated value in **"Summary of Prices" sheet (Form SP-0)** for the respective Parts. The same percentage variation shall be applied uniformly to all individual item rates of the respective Parts.

6.3 Output GST as quoted by Bidders shall be loaded for price bid evaluation.

6.4 ***Award Criteria:***

- Award shall be limited to **one (1) Part per Bidder only**.

- Evaluation and comparison of all techno-commercially acceptable bids shall be carried out on **"overall Least Cost Combination Basis"** to OIL subject to Purchase Preference under **PPP-MII policy**, if applicable.

- In case a bidder emerges as the lowest evaluated bidder (L1) for more than one part, only one part shall be awarded to such bidder as per overall Least Cost combination basis to OIL as mentioned above. Upon award of a part, the bidder shall cease to be considered as L1 for the remaining part(s).

7.0 PRE-BID MEETING

7.1 Bidders are requested to attend a pre-bid meeting as per the date and information mentioned in Cl. 4.0 (d) above.

7.2 The bidder may send their queries, if any, on Bidding Document by e-mail kumar.amit@eil.co.in; anil.dubey@eil.co.in, manoj.kumar.pur@eil.co.in ; to reach EIL by the cut-off date specified in the IFB after which OIL/EIL 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.

7.3 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'.

7.4 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.

7.5 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.

8.0 INTEGRITY PACT:

8.1 Proforma of Integrity Pact (IP) attached with the bidding document shall be returned by the Bidder along with the bid, duly signed by the same signatory who is authorized to sign the bid. All the pages of the Integrity Pact shall be duly signed. **Non-submission of IP shall lead to rejection of offer even after issuance of CQ, if any.**

8.2 No deviations / modifications in IP shall be acceptable. Bidder shall submit the same format of signed integrity pact (as provided in the bidding document duly signed by the buyer), duly filled-in, signed & stamped by the authorised signatory of bidder on all pages.

8.3 The bidder in addition to submitting Integrity Pact shall also be required to specifically confirm that "Bidder is not involved in any case of transgression in terms of Integrity Pact" by submitting signed & stamped copy of "Undertaking w.r.t. Section-5 of Integrity Pact" (**refer Proposal form-K**).

8.4 Integrity Pact shall be signed by the authorised signatory of the bid subject to following:

a) In case of Proprietorship firm IP may be signed by the Proprietor.
b) In case of Partnership firm, IP shall be signed by at least two authorized Partners of the firm unless otherwise specified in the IP format.
c) In case of Sub-contracting, the Principal contractor shall be solely responsible for adherence to the provisions of the Integrity Pact. The Integrity Pact and undertaking of transgression shall be submitted by the principal contractor only.
d) For details of Independent External Monitors (IEM), refer Integrity Pact format.

9.0 EARNEST MONEY DEPOSIT (EMD):

9.1 Bids must be accompanied with requisite Earnest Money Deposit / Bid Security as mentioned above **[clause no. 4.0(g)]. Bids not accompanied with requisite Earnest**

Money deposit / Bid Security shall be considered as non-responsive and such Bids shall be summarily rejected.

9.2 EMD shall be in favour of OIL and shall be acceptable in the form of Insurance Surety Bonds/DD/NEFT/RTGS/Electronic fund transfer to designated account of OIL/online payment through OIL's e-portal/ Bank Guarantee (BG) (including e-Bank Guarantee) in format attached as APPENDIX-I to this IFB (on non-judicial stamp paper of requisite value, as per Indian stamp act, purchased in the name of the Banker) or as 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.

OIL's Bank 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

9.3 EMD-Insurance Surety Bond shall be submitted in the prescribed pro-forma enclosed in the Bidding document (on non-judicial stamp paper of requisite value, as per Indian stamp act, purchased in the name of the Insurance company) and the same shall be from general insurance companies registered with Insurance Regulatory and Development Authority of India (IRDAI) and shall be as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI). Insurance surety bond will not be accepted if the underlying assets/ commitment are/is outside India.

9.4 ***EMD-BG/Insurance Surety Bond shall be valid for 03 months beyond the bid validity [i.e., 07 months from Final Bid due date].***

9.5 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.

9.6 **SWIFT payment acknowledgement message/ Cheque/ Cash shall not be acceptable.**

9.7 ***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.***

Address for submission of Original Physical form of requisite EMD:
Engineers India Ltd.,
El Bhawan (Dak receipt section),
1, Bhikaji Cama Place,
New Delhi – 110066
Mr. Manoj Kumar – DGM (SCM-C&P)
4th Floor
(Job no. B988)
Bidder to indicate Bidding document no., Name of work and Project name on sealed Envelope.

9.8 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.

9.9 Against submission of Earnest Money Deposit/Bid Security, Electronic Bank Guarantee (e-BG) shall also be acceptable in place of SFMS based Bank Guarantee. For issuance of Electronic Bank Guarantee through National e- Governance Services Limited (NeSL) platform, details of OIL (Beneficiary) are as under:

(i)	PAN	AAACO2352C
(ii)	Name	OIL INDIA LIMITED (OIL)
(iii)	Date of Incorporation	18.02.1959
(iv)	Email ID	bikram_chakraborty@oilindia.in
(v)	Contact No.	9954067677
(vi)	Legal Constitution	Govt. Company (PSU) (CIN: L11101AS1959GOI001148)
(vii)	Registered office address	OIL INDIA LIMITED DULIAJAN - 786 602, ASSAM
(viii)	Registered office address Pin code	786 602
(ix)	Communication address	CGM (PIPELINE PROJECT) PIPELINE PROJECT DEPARTMENT PIPELINE HEADQUARTERS OIL INDIA LIMITED P.O. UDAYAN VIHAR NARENGI, GUWAHATI - 781171
(x)	Communication Address Pin code	781171

9.10 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 Enquiry Document or from other than the required bank shall be rejected outright. But minor typographical deficiencies in the BG (including e-BG), Insurance Surety Bond etc., may be allowed to be corrected.

Further, in case EMD 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.

9.11 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 requisite EMD amount is not received by OIL within final Bid due date and time, such bids shall be rejected.

9.12 OIL/EIL shall return EMD to unsuccessful Bidders if it is submitted in the form of BG. OIL shall return the EMD submitted in the form of DD / Electronic Funds Transfer directly to unsuccessful Bidders. In the case of successful Bidder, the EMD shall be returned to them after the order / Contract is effective and Contract Performance Bank Guarantee submitted as per tender conditions. No interest shall be payable by OIL on the EMD at the time of returning the same.

9.13 **INVOKING/FORFEITURE OF BID SECURITY/EMD:**

The bid security can be forfeited in the following condition:

i) The bidder withdraws the bid within its original/extended validity.

ii) The bidder modifies/revise their bid sumoto.

iii) Bidder does not accept the order/contract.

iv) Bidder does not furnish Performance Security Deposit/CPBG within the stipulated time as per tender/order/contract.

v) If it is established that the bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the bid security shall be forfeited after due process in addition to other action against the bidder as specified elsewhere in "OIL's banning policy.

9.14 **Exemption of EMD/Bid Security:**

i) Indian CPSUs shall be exempted from submission of bid security. State PSUs are not exempted. CPSUs shall submit declaration to this effect that being CPSU they are exempted from submitting Bid Security.

ii) **Being Works Contracts, No EMD exemption is applicable for MSE Bidders.**

iii) **EMD exemption is not applicable to start-ups.**

10.0 OTHER POINTS:

10.1 **Zero Deviation Bidding**

This Tender 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 Tender and without any deviations failing which bid shall be rejected.

10.2 **POWER OF ATTORNEY:**

Refer clause no. 21.0 of ITB.

10.3 **Bid should be valid for 04 (Four) months from the final bid due date.**

11.0 PROCUREMENT FROM A BIDDER FROM A COUNTRY SHARING LAND BORDER WITH INDIA

Refer attached **APPENDIX-II to this IFB.**

12.0 GENERAL

12.1 Unincorporated Joint Venture (JV) / Consortium Bids shall not be accepted.

12.2 OIL/EIL reserves the right to evaluate the Bids using in-house information.

12.3 Bidder should not be under NCLT/liquidation, court receivership or similar proceedings. Bidder shall submit an undertaking on Company's letterhead as per the format enclosed in the bidding document [refer Proposal Form-J in this regard]. This is not applicable for Public undertakings.

12.4 The bidders who are on holiday/ negative/ suspension/ banning list of OIL or EIL on date of unpriced bid opening/ during the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening/evaluation/Award. If the bidding document were issued inadvertently/downloaded from website, offers submitted by such bidders shall also be not considered for bid opening/evaluation/Award. If an agency is placed on holiday/ negative list/suspension/ banning list of OIL/EIL after opening of unpriced bids but before opening of priced bids, further evaluation shall be stopped and the corresponding priced bid will not be opened.

If an agency is placed on holiday/ negative list/suspension/banning list of OIL/EIL after opening of priced bids and such agency happens to be the lowest bidder, the enquiry/Tender shall be refloated.

12.5 In addition to above, bidders shall submit a declaration in their offer on bidder's letterhead that Bidder is not on Holiday/ Negative/suspension/banning list of or black listed by any other Central Government Department/ Central Public Sector on due date of submission of bid [refer Proposal Form-D in this regard].

12.6 OIL / EIL shall not be responsible or liable for cost incurred in preparation, submission & delivery of Bids, site visit, participating in discussions and other expenses incurred during the Bidding process, regardless of the conduct or outcome of the Bidding process.

12.7 In case, any Bidder is found to be involved in cartel formation, their Bid shall not be considered for evaluation/placement of order. Such Bidder shall be put on Holiday / blacklisted / debarred from Bidding in future for OIL/EIL.

12.8 Canvassing in any form by the Bidder or by any other agency on their behalf may lead to disqualification of their Bid.

12.9 OIL/EIL reserves the right to reject any/or all the Bids received or annul the Bidding process at any time at their sole discretion without assigning any reason thereof.

12.10 Unsolicited clarifications to the offer and/ or change in the prices during the Bid validity period would render the bid liable for rejection.

12.11 Consultant for this Project or their subsidiary company or companies under the management of consultant, are not eligible to quote for the execution of the same job for which they are working as consultant.

12.12 **Policy for providing Preference to Domestically Manufactured Iron & Steel Products in Government Procurement (DMI&SP) shall be applicable in line with the provisions of Bidding document**.

12.13 **No BQC relaxation is applicable for Startups and MSE bidders.**

12.14 Being works Contract, Purchase Preference for Public Procurement Policy on Procurement of Goods and services from Micro and Small Enterprises (MSEs) Order 2012 shall not be applicable.

12.15 Extended stay compensation is not applicable for this Tender.

12.16 OIL/EIL including its officers and representatives, shall under no circumstances solicit or request any payment, monetary consideration from bidders other than those specifically stipulated in the published tender/enquiry document and its amendments (if any).

Bidders are cautioned that, should they receive any phone calls, messages, emails, or personal approaches requesting payments other than specified in tender/enquiry document, such communications are fraudulent and do not originate from OIL/EIL.

OIL/EIL shall not be responsible for any financial loss, penalty, or damage caused due to actions taken by Bidders/Contractors on the basis of such communications.

12.17 For terms and conditions and other details/Specifications, refer complete Bidding document and subsequent Amendment(s), if any.

This is not an Order.

For & on behalf of OIL
(Authorized Signatory)

Name: Manoj Kumar
DGM (SCM-C&P)
e-mail: manoj.kumar.pur@eil.co.in

APPENDIX-I TO IFB

BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT (EMD)

(To be submitted on non-judicial stamp paper of appropriate value to be purchased in the name of the issuing Bank)

To:

M/s. OIL INDIA LIMITED,
(GENERAL MANAGER -MATERIALS)
Oil India Ltd. Pipeline
Headquarter Narangi, Guwahati-
781171

WHEREAS_____ (Name and address of Bidder) (hereinafter called "Bidder") desires to participate against your Tender No. _ _____ to execute_____ (Brief Description of the Work) (hereinafter called "the Tender").

AND WHEREAS it has been stipulated by you in the said Tender that the Bidder shall furnish you with a Bank Guarantee as security for compliance with bidder's obligations in accordance with the terms and conditions of the Tender.

AND WHEREAS we have agreed to give the Bidder such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Bidder, up to a total of (Amount of Guarantee in figures) _____ (in words ———————-), such amount being payable in the types and proportions of currencies as desired by you and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Bidder before presenting us with the demand.

SEALED with the common seal of the said Bank

this_____ day of_____

THE CONDITIONS of these obligations are:

1. If the Bidder withdraws their Bid within its original/extended validity; or
2. The Bidder modifies/revises their bid suomoto; or
3. The Bidder does not accept the contract; or
4. The Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/contract; or
5. If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice.

We further agree that no change or addition to or other modification of the terms of the Tender or the work to be performed there under or of any of the terms of the Tender which may be additionally made by you shall in any way cease us from

any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the date ..... (calculated at 90 days after Bid Validity date).

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Date _____

Place _____

Page 25 of 1794 : B988-TENDER DOC-B988-101-83-44-MK-T-9502 : Rev. A

APPENDIX-II TO IFB

PROCUREMENT FROM BIDDERS FROM COUNTRY(IES) SHARING LAND BORDER WITH INDIA

1.0 Department of Expenditure (DoE) vide **O.M. No. 7/10/2021-PPD(1) dated 23.02.2023** has issued the revised guidelines for Restrictions on Procurement from Bidders from Country(ies) sharing Border with India. These guidelines are available on the website of DoE (https://doe.gov.in).

2.0 **Requirement of registration from Competent Authority:**

i). Any Bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the Bidder is registered with the Competent Authority, specified in **Annexure-I of DoE O.M. No. 7/10/2021-PPD(1) dated 23.02.2023.**.

ii). Any Bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the Bidder is registered with the Competent Authority, specified in **Annexure-I of DoE O.M. No. 7/10/2021-PPD(1) dated 23.02.2023.**

3.0 **This Order shall not apply to the following special cases:**

i). In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.

ii). This order shall not apply to procurement by Indian missions and by offices of Government agencies/ undertakings located outside India.

iii). This order will not apply to Bidders (or Entities) from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given on the website of the Ministry of External Affairs.

iv). Procurement of spare parts and other essential service support like Annual Maintenance Contract (AMC)/ Comprehensive Maintenance Contract (CMC), including consumables for closed systems, from Original Equipment Manufacturers (OEMs) or their authorized agents, shall be exempted from the requirement of registration.

4.0 **Definitions**:

i). **"Bidder"** (including the term 'Tenderer', 'Consultant' 'Vendor' 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.

ii). **"Tender"** will include other forms of procurement, except where the context requires otherwise.

iii). **"Transfer of Technology"** means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently. (Matters of interpretation of this term shall be referred to the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, and the interpretation of the Committee shall be final.)

iv). **"Specified Transfer of Technology"** means a transfer of technology in the sectors and/ or technologies, specified in **paragraph 5.0**, occurring on or after 23.07.2020.

v). **"Bidder (or entity) from a country which shares a land border with India"** 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.

vi). **Beneficial Owner** for the purposes of **paragraph 4.0 v) (d)** will be as under:

a) **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(s), has a controlling ownership interest or who exercises control through other means.

Explanation: -

1. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;

2. "Control" shall include the right to appoint the 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;

b) **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;

c) **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;

d) Where no natural person is identified under a) or b) or c) above, the beneficial Owner is the relevant natural person who holds the position of senior managing official;

e) **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.

vii). **"Agent'** is a person employed to do any act for another, or to represent another in dealings with third persons.

[Note:

i). A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent for the purpose of this Order.

ii). However, a Bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.]

5.0 **Sensitive Sectors/ Technologies (relevant only for the provisions on ToT arrangements):**

i). Certain sectors and technologies have been identified as sensitive from the national security point of view. **The sectors listed in Schedule I (copy attached) are considered Category-I sensitive sectors**. **The sectors listed in Schedule II (copy attached) are considered Category-II sensitive sectors**. The technologies listed in **Schedule III** (copy attached) are considered sensitive technologies.

ii). For **Category-I sensitive sectors**, Bidders with ToT arrangement in any technology with an entity from a country which shares a land border with India shall require registration.

iii). For **Category-II sensitive sectors**, Bidders with ToT arrangement in the sensitive technologies listed in **Schedule III**, with an entity from a country which shares a land border with India shall require registration.

iv). In **Category-II sensitive sectors**, the Secretary (or an officer not below the rank of Joint Secretary to Government of India, so authorized by the Secretary) of the Ministry/ Department of the Government of India is empowered, after due consideration, to waive the requirement of registration for a particular item/ application or a class of items/ applications from the requirement of registration, even if included in Schedule-III. The Ministry/ Department concerned shall intimate the Department for Promotion of Industry and Internal Trade (DPIIT) and National Security Council Secretariat (NSCS) of their decision to waive the requirement of registration.

Ministries/ Departments of the Government of India are not required to consult the DPIIT/ NSCS before deciding and are only required to intimate the decision to DPIIT/ NSCS. If any point is raised by DPIIT/ NSCS, it should be considered in future procurements; ongoing procurement for which the waiver was granted need not be interrupted or altered.

Based on security considerations, a Ministry/ Department in a **Category-II sensitive sector** or other Ministries/ Departments may recommend to DPIIT inclusion of any other technology in the list of sensitive technologies, either generally or for their Ministry/ Department.

6.0 **Sub-contracting in works contracts**

In works contracts, including turnkey contracts, Contractors 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. The definition of **"Contractor from a country which shares a land border with India"** shall be as

given in above **paragraph 4.0 v)**. In such tenders, Bidder shall be required to submit a certificate of Compliance in the enclosed **Form-IB.**

[Note: Procurement of raw material, components, etc. does not constitute sub-contracting].

7.0 **Certificate regarding compliance**

Bidder shall submit a certificate of Compliance in the enclosed **Form-I A/ Form-I B/ Form - II** (as applicable).

This certificate shall be on the Bidder's Letter head and shall be duly signed & stamped by the authorised signatory of the Bidder.

In case at any stage, if it found the certification given by the Bidder is false, their Bid shall be rejected and shall be liable for other penal actions like placement on Suspension/ banning or encashment of EMD (if applicable). However, if this is found after order placement, this would be ground for immediate termination and further legal actions in accordance with law/ provisions of Bidding Document including suspension/ banning and forfeiture of CPBG/ Security Deposit.

Form- I A

BIDDER'S UNDERTAKING

(On Company's Letter Head)

To,

M/s OIL India Limited (OIL)

BIDDING DOCUMENT NO.: MKK/B988-101-MK-T-9502/2
NAME OF WORK: MICROTUNNELING WORKS

"I have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; I hereby certify that, Bidder M/s_____ (Name of the Bidder) is:

i).	Not from such a country	[ ]
ii).	If from such a country, has been registered with the Competent Authority	[ ]
Notes: a) Bidder to tick appropriate option (√) in either i) or ii) above) b) In case of sl. no. ii) above, Bidder to attach evidence of valid registration by the Competent Authority.		

I hereby certify that the Bidder fulfills all requirements in this regard and eligible to be considered.

Place :
Date :

Signature (#):
Name :
Designation :
Seal :

(#) Undertaking shall be signed by the authorized signatory of the Bidder.

Form- I B

BIDDER'S UNDERTAKING IN CASE OF SUB-CONTRACTING IN WORK CONTRACTS

(On Company's Letter Head)

To,

M/s OIL India Limited (OIL)

BIDDING DOCUMENT NO.: MKK/B988-101-MK-T-9502/2
NAME OF WORK: MICROTUNNELING WORKS

"I have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India and on sub-Contracting to Contractors from such countries; I hereby certify that, Bidder M/s_____ (Name of the Bidder) is:

i).	Not from such a country	[ ]
ii).	If from such a country, has been registered with the Competent Authority and will not sub-Contract work to a Contractor from such countries unless such Contractor is registered with the Competent authority	[ ]
Notes: a) Bidder to tick appropriate option (√) in either i) or ii) above) b) In case of sl. no. ii) above, Bidder to attach evidence of valid registration by the Competent Authority.		

I hereby certify that the Bidder fulfills all requirements in this regard and eligible to be considered.

Place :
Date :

Signature (#):
Name :
Designation :
Seal :

(#) Undertaking shall be signed by the authorized signatory of the Bidder.

FORM-II

BIDDER'S UNDERTAKING IN CASE OF TRANSFER OF TECHNOLOGY (ToT) ARRANGEMENT

(On Company's Letter Head)

To,

M/s OIL India Limited (OIL)

BIDDING DOCUMENT NO.: MKK/B988-101-MK-T-9502/2
NAME OF WORK: MICROTUNNELING WORKS

"I have read the clause regarding restrictions on procurement from a Bidder having Transfer of Technology (ToT) arrangement. Bidder M/s_____ (Name of the Bidder), hereby certify that,

i).	Bidder does not have any ToT arrangement requiring registration with the competent authority	[ ]
ii).	Bidder has valid registration to participate in this procurement	[ ]
Notes: a) Bidder to tick appropriate option (√) in either i) or ii) above) b) In case of sl. no. ii) above, Bidder to attach evidence of valid registration by the Competent Authority.		

I hereby certify that the Bidder fulfills all requirements in this regard and eligible to be considered.

Place :
Date :

Signature (#):
Name :
Designation :
Seal :

(#) Undertaking shall be signed by the authorized signatory of the Bidder

APPENDIX-III TO IFB

ADDITIONAL COMMERCIAL CRITERIA/CONDITIONS

1. Bids are invited under **SINGLE STAGE TWO BID SYSTEM**. Bidders shall quote accordingly. **Please note that no price details should be furnished in the Technical (i.e., Unpriced) bid.** The "Unpriced Bid" shall contain all techno-commercial details except the prices (% increase/decrease), which shall be kept blank. The "Price Bid (% increase/decrease)" must contain the price schedule (Form SP-0) only. Bidder not complying with above submission procedure will be rejected. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two-bid system shall be rejected outright.

2. The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non- responsive and rejected.

3. All the Bids must be Digitally Signed using Class III digital certificate (e-commerce application) with 'Certificate Type: **Organization Certificate'** 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. The bid signed using other than "Class 3" and "Organization" digital certificate, will be rejected.

4. Successful bidder shall be required to furnish a **Performance Bank Guarantee** of the value specified elsewhere in the tender document.

5. The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued.

6. Bids containing incorrect and false statement will be rejected.

7. No offers should be sent by Telex, Cable, E-mail or Fax. Such offers will not be accepted.

8. Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the persons(s) signing (digitally) the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.

APPENDIX-IV TO IFB

PROFORMA FOR UNDERTAKING FROM THIRD PARTY INSPECTION AGENCY

(to be submitted on official letter head)

TO
M/s OIL INDIA LIMITED

BIDDING DOC. NO.	**:**	**MKK/B988-101-MK-T-9502/2**
NAME OF WORK	**:**	**MICROTUNNELING WORKS**
PROJECT	**:**	**CONVERSION OF NBPL & NSPL CROSSINGS TO SUBMERGED CROSSING THROUGH MICROTUNNELING (7 RIVERS) OF M/s OIL INDIA LTD (OIL).**

Sir,

M/s. _____ having registered office at _____ intend to participate in the above referred tender of OIL INDIA LIMITED.

The tender conditions stipulates that the bidder shall submit documents pertaining to Bidder's Qualification Criteria (BQC), duly verified and certified by designated independent Third-Party Inspection Agency.

In this regard this is to certify that copies of documents pertaining to Bidder's Qualification Criteria (BQC) submitted to us by the bidder have been verified and certified by us with originals and found to be genuine and authentic. We have signed and stamped on the copies of all the verified and certified documents having ____nos. pages.

Note: In the event of any requirement, OIL reserves the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL.

Thanking you,

Authorised Person's Signature:_____

Name: _____

No.F.7/10/2021-PPD (1)
Government of India
Ministry of Finance
Department of Expenditure
Procurement Policy Division
264-C, North Block, New Delhi.
23.02.2023.

Order (Public Procurement No. 4)

Subject: Restrictions under Rule 144(xi) of the General Financial Rules (GFRs), 2017.

Attention is invited to Order (Public Procurement No. 1) issued vide F.6/18/2019-PPD dated 23.07.2020, Order (Public Procurement No. 2) issued vide F.6/18/2019-PPD dated 23.07.2020, Order (Public Procurement No. 3) issued vide F.6/18/2019-PPD dated 24.07.2020, Office Memorandum (OM) No. F.18/37/2020-PPD dated 08.02.2021, OM No. F.12/1/2021-PPD(Pt.) dated 02.03.2021 and OM No. F.7/10/2021-PPD dated 08.06.2021. In this regard, the following is hereby ordered under Rule 144(xi) (as amended vide OM No. F.7/10/2021-PPD dated 23.02.2023) on the grounds stated therein, in supersession to all of the above mentioned Orders/ clarifications:

Requirement of registration:

2. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annexure I**.

3. Any bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annexure I**.

4. The requirement of registration for cases covered by paragraph 2 above has been applicable since 23.07.2020. The requirement of registration for bidders covered by paragraph 3 above will be applicable for all procurements where tenders are issued/ published after 01.04.2023.

5. In tenders issued after 23.07.2020 or 01.04.2023, as the case may be, the provisions of requirement of registration of bidders and of other relevant provisions of this Order shall be incorporated in the tender conditions.

Applicability:

6. Apart from Ministries/ Departments, attached and subordinate bodies, notwithstanding anything contained in Rule 1 of the GFRs 2017, the Order shall also be applicable

a) to all Autonomous Bodies;

b) to all public sector banks and public sector financial institutions;

c) to all Central Public Sector Enterprises;

d) to all procurement in Public Private Partnership projects receiving financial support from the Government or public sector enterprises/ undertakings; and

e) Union Territories, National Capital Territory of Delhi and all agencies/ undertakings thereof.

7. This order will not be applicable for cases falling under **Annexure II**.

Definitions:

8. "*Bidder*" for the purpose of the Order (including the term 'tenderer', 'consultant' 'vendor' 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.

9. "*Tender*" for the purpose of the Order will include other forms of procurement, except where the context requires otherwise.

10. *"Transfer of Technology"* means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently. (Matters of interpretation of this term shall be referred to the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, and the interpretation of the Committee shall be final.)

11. *"Specified Transfer of Technology"* means a transfer of technology in the sectors and/ or technologies, specified in paragraph 15, occurring on or after 23.07.2020.

12. *"Bidder (or entity) from a country which shares a land border with India"* for the purpose of the 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

13. *Beneficial owner* for the purposes of Para 12 (d) 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(s), 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 the 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;

(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 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;

(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.

14. "*Agent*" for the purpose of the Order is a person employed to do any act for another, or to represent another in dealings with third persons.

[Note:

i. A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent for the purpose of this Order.

ii. However, a bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.]

Sensitive Sectors/ Technologies (relevant only for the provisions on ToT arrangements):

15. (i) Certain sectors and technologies have been identified as sensitive from the national security point of view. The sectors listed in Schedule I to this Order are considered Category-I sensitive sectors. The sectors listed in Schedule II to this Order are considered Category-II sensitive sectors. The technologies listed in Schedule III are considered sensitive technologies.

(ii) For Category-I sensitive sectors, bidders with ToT arrangement in any technology with an entity from a country which shares a land border with India shall require registration.

(iii) For Category-II sensitive sectors, bidders with ToT arrangement in the sensitive technologies listed in Schedule III, with an entity from a country which shares a land border with India shall require registration.

(iv) In Category-II sensitive sectors, the Secretary (or an officer not below the rank of Joint Secretary to Government of India, so authorized by the Secretary) of the Ministry/ Department of the Government of India is empowered, after due consideration, to waive the requirement of registration for a particular item/ application or a class of items/ applications from the requirement of registration, even if included in Schedule III. The Ministry/ Department concerned shall intimate the Department for Promotion of Industry and Internal Trade (DPIIT) and National Security Council Secretariat (NSCS) of their decision to waive the requirement of registration. Ministries/ Departments of the Government of India are not required to consult the DPIIT/ NSCS before deciding and are only required to intimate the decision to DPIIT/ NSCS. If any point is raised by DPIIT/ NSCS, it should be considered in future procurements; ongoing procurement for which the waiver was granted need not be interrupted or altered.

16. Based on security considerations, a Ministry/ Department in a Category II sensitive sector or other Ministries/ Departments may recommend to DPIIT inclusion of any other technology in the list of sensitive technologies, either generally or for their Ministry/ Department.

Sub-contracting in works contracts

17. In works contracts, including turnkey contracts, contractors 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. The definition of "contractor from a country which shares a land border with India" shall be as in paragraph 12 above. This shall not apply to sub-contracts already awarded on or before 23.07.2020.

[Note: Procurement of raw material, components, etc. does not constitute sub-contracting.]

Certificate regarding compliance

18. An undertaking shall be taken from bidders in the tender documents **(Annexure III)** that the extant guidelines for participation in the tenders (which should include conditions for implementation of this Order) have been complied with. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for debarment and further legal action in accordance with law.

Validity of registration

19. 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.

Government e-Marketplace (GeM)

20. GeM shall remove non-compliant entities from GeM unless/ until they are registered in accordance with this Order.

Model Clauses/ Certificates

21. Model Clauses and Model Certificates which may be inserted in tenders/ obtained from Bidders are given at Annexure-III. While adhering to the substance of the Order, procuring entities are free to appropriately modify the wording of these clauses based on their past experience, local needs etc.

23/02/2023

(Kanwalpreet)
Director(PPD)
Tel.No. 2309 3811; email: kanwal.irss@gov.in

To

1. Secretaries of all Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
2. Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect to public enterprises.
3. Secretary, Department of Financial Services with a request to immediately reiterate these orders in respect to public sector and public sector financial institutions.
4. Secretary DPIIT with a request to take action as provided under Annexure I.
5. Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi.
6. CEO/ GeM with a request to ensure implementation of this order on GeM.

Schedule I

List of Category-I Sensitive sectors:

Sr.No.	Sector
(i)	Atomic Energy
(ii)	Broadcasting/ Print and Digital Media
(iii)	Defence
(iv)	Space
(v)	Telecommunications

Schedule II

List of Category-II Sensitive sectors:

Sr.No.	Sector
(i)	Power and Energy (including exploration/ generation/ transmission/ distribution/ pipeline)
(ii)	Banking and Finance including Insurance
(iii)	Civil Aviation
(iv)	Construction of ports and dams & river valley projects
(v)	Electronics and Microelectronics
(vi)	Meteorology and Ocean Observation
(vii)	Mining and extraction (including deep sea projects)
(viii)	Railways
(ix)	Pharmaceuticals & Medical Devices
(x)	Agriculture
(xi)	Health
(xii)	Urban Transportation

Schedule-III

List of Sensitive Technologies:

Sr.No.	Sensitive Technologies
(i)	Additive Manufacturing (e.g. 3D Printing)
(ii)	Any equipment having electronic programmable components or autonomous systems (e.g. SCADA systems)
(iii)	Any technology used for uploading and streaming of data including broadcasting, satellite communication etc.
(iv)	Chemical Technologies
(v)	Biotechnologies including Genetic Engineering and Biological Technologies
(vi)	Information and Communication Technologies
(vii)	Software

ANNEXURE I

Competent Authority and Procedure for Registration

A. The Competent Authority for the purpose of registration under this order shall be/ continue to be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*. [This Committee was already constituted under Order (Public Procurement) No.1].

B. The Registration Committee shall have the following members*:

   i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;

   ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;

   iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.

   iv. With effect from 01.04.2023, an officer (ordinarily not below the rank of Joint Secretary) representing the National Security Council Secretariat.

C. DPIIT shall lay down the method of application, format etc. for such bidders as covered by the Order.

D. On receipt of an application seeking registration from a bidder covered by Para 2 and 3 of this order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.

E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.

F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.

G. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by the Central Government and its bodies specified in para 6 of this order, but also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.

H. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will

not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.

I. For national security reasons, the Competent Authority shall not be required to give reasons for rejection/cancellation of registration of a bidder.

[*Note:

(i) In respect of application of the Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government. However, the requirement of political and security clearance as per para D shall remain and no registration shall be granted without such clearance.

(ii) Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]

Special Cases

A. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.

B. This order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.

C. This order will not apply to bidders (or entities) from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given on the website of the Ministry of External Affairs.

D. Procurement of spare parts and other essential service support like Annual Maintenance Contract (AMC)/ Comprehensive Maintenance Contract (CMC), including consumables for closed systems, from Original Equipment Manufacturers (OEMs) or their authorized agents, shall be exempted from the requirement of registration.

ANNEXURE III

Model Clause/ Certificate/ Undertaking to be inserted in tenders etc.

[While adhering to the substance of the Order, procuring entities and GeM are free to appropriately modify the wording of the clause/ certificate based on their past experience, local needs etc.

The conditions relating to specified ToT (as shown in italics) should be incorporated only in the tenders which attract the restrictions due to specified ToT.]

A. Model Clauses for Tenders (including tenders issued manually or any electronic portal including GeM):

I. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. *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.*

II. "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.

III. "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

IV. The beneficial owner for the purpose of (iii) above will be as under:

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;

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;

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;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

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.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. [To be inserted in tenders for Works contracts, including Turnkey contracts] 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.

VII. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.

VIII. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution

Model Certificate for Tenders:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for Tenders for Works involving possibility of sub-contracting:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any

work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model additional certificate by Bidders in the cases of specified ToT:

"I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder does not have any ToT arrangement requiring registration with the competent authority."

OR

"I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder has valid registration to participate in this procurement."

B. Model Certificate for GeM (to be taken by the GeM from seller during registration on GeM. GeM should also obtain this certificate from all existing bidders as soon as possible):

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country and does not have any specified Transfer of Technology (ToT) from such a country or, if from such a country or if having specified ToT from such a country has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

***

PROFORMA FOR ACKNOWLEDGEMENT LETTER

E-MAIL # **:** *manoj.kumar.pur@eil.co.in /kumar.amit@eil.co.in*

(PLEASE E-MAIL TO EIL WITHIN SEVEN DAYS ON ISSUANCE OF BIDDING DOCUMENT)

DGM (SCM-C&P)
EIB-4TH Floor,
Engineers India Limited,
1, Bhikaji Cama Place,
New Delhi - 110066

Kind Attention	**:**	**Mr. Manoj Kumar**
Bidding Document No.	**:**	**MKK/B988-101-MK-T-9502/2**
Name of Work	**:**	**MICROTUNNELING WORKS**
Bid Due Date	**:**	**21.10.2026 upto 1200 Hrs. (IST)**
Project	**:**	**CONVERSION OF NBPL & NSPL CROSSINGS TO SUBMERGED CROSSING THROUGH MICROTUNNELING (7 RIVERS) PROJECT OF M/s OIL INDIA LIMITED**

Dear Sirs**,**

We acknowledge with thanks receipt of your above cited Bidding Document alongwith enclosures. We undertake that the contents of the above Bidding Document shall be kept confidential including all the drawings, specifications and documents and the said documents shall be used only for the purpose, for which they are intended.

Further, our response is as under:- (Bidders to put a tick √, as applicable).

1. We will submit the bid within due date for following part (s).

1.	PART-A	☐
2.	PART-B	☐
3.	PART-C	☐

2. We regret to submit our offer/quote because of the following reasons: ☐
   a. _____
   b. _____

Thanking you,
Very truly yours,

Name of Bidder	**:**
Contact Person	**:**
Contact Person Mobile No	**:**
Bidder's Address	**:**
Bidder's Phone No.	**:**
Bidder's Fax No.	**:**
Bidder's E-mail	**:**

(to be typed on bidder's letter head)

COVERING LETTER FOR SUBMISSION OF OFFERS

From:

_____

_____

Our Ref: ---------- dated ----------

To,

DGM (SCM-C&P)
EIB-4TH FLOOR,
ENGINEERS INDIA LIMITED,
1, BHIKAJI CAMA PLACE,
NEW DELHI - 110066

SUBJECT : "MICROTUNNELING WORKS" FOR CONVERSION OF NBPL & NSPL CROSSINGS TO SUBMERGED CROSSING THROUGH MICROTUNNELING (7 RIVERS) PROJECT OF M/s OIL INDIA LIMITED
BIDDING DOCUMENT NO.: MKK/B988-101-MK-T-9502/2

ATTN: Mr. Manoj Kumar (SCM-C&P)

Dear Sir,

Please find herewith our offer in line with requirement of EIL Bidding Document. We confirm that:

1. We have downloaded the full document from the website.
2. We have submitted the requisite EMD as per the Bidding document.
3. **Offer is in complete compliance with technical as well as commercial requirements of bidding document including Technical & Commercial amendments, if any and there is no technical or commercial deviation in the offer**.
4. We understand that any technical or commercial deviation in the offer shall render our offer liable for rejection.
5. Our offer shall remain valid for **04 (Four) months from final Bid due date**.

We declare that the statement made and the information provided in our offer is true and correct in all respect. In case, it is found that the information/ documents provided by us are incorrect/ false, our application shall be rejected by EIL/OIL without any reference to us.

Thanking you,

Very Truly Yours,

(Signature of Authorised person)
Full Name :
Designation:
Company Seal :

NAME OF WORK : **MICROTUNNELING WORKS**

BIDDING DOCUMENT NO. : **MKK/B988-101-MK-T-9502/2**

BID DATA SHEET (DOMESTIC OPEN TENDER)

S.NO.	CONTENT	Applicability
1.	**COMPLETION PERIOD**	Refer Invitation for Bids (IFB)
2.	**BID VALIDITY**	Refer IFB
3.	**PART ORDER**	Part-wise Applicable. Award shall be limited to **one (1) Part per Bidder only**.
4.	**CUSTOMS DUTY**	Merit Rate
5.	**CONSORTIUM/ UNINCORPORATED JOINT VENTURE**	Not Allowed
6.	**EARNEST MONEY DEPOSIT**	**Applicable (Refer IFB)**
7.	**NET-WORTH**	**Applicable (Refer IFB)**
8.	**ANNUAL TURNOVER**	**Applicable (Refer IFB)**
9.	**WORKING CAPITAL**	Not Applicable
10.	**ADDRESS FOR ORIGINAL DOCUMENTATION WHEREVER APPLICABLE AS PER BIDDING DOCUMENT.**	Refer IFB
11.	**DOCUMENTATION REQUIRED**	- Shall be as per Clause 14.0 of ITB - As per IFB
12.	**CERTIFICATION IN ORIGINAL, IF APPLICABLE**	as per IFB
13.	**PAYMENT TERMS**	Refer **Annexure VII to SCC**
14.	**PRICE REDUCTION DUE TO DELAY IN COMPLETION (PRS)**	As per **Clause 8.2 of SCC**
15.	**MOBILIZATION & SECURED ADVANCE**	Not Applicable
16.	**SCC "FIRM PRICE"**	Firm and Fixed
17.	**CLAUSE 10.0 OF SCC "FREE ISSUE MATERIALS"**	Applicable
18.	**STEEL PRICE VARIATION**	Not applicable for this Tender
19.	**INTEGRITY PACT**	Applicable (Refer IFB)
20.	**POWER OF ATTORNEY**	Applicable
21.	**POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS IN GOVERNMENT PROCUREMENT (DMI&SP)**	Applicable as per **Annexure-XIV to SCC**
22.	**PURCHASE PREFERENCE (PPP-MII) TO CLASS-I LOCAL SUPPLIER**	Applicable as per IFB & **Annexure-XV to SCC**
23.	**PURCHASE PREFERENCE TO MSEs BIDDERS**	Not Applicable being Works Contract

24. **RELEASE OF WORK FRONT:**

Fronts shall be released to the contractor as per the following:

	Physical front	Remarks
On award of work	40% encumbrance free site	
At 25% of time period	70% encumbrance free site	Time extension due to non-availability of Physical front shall be considered only if the progress of work is corresponding to the work fronts released
At 50% of time period	100%	

CONVERSION OF NBPL & NSPL CROSSINGS TO SUBMERGED CROSSING THROUGH MICROTUNNELING (7 RIVERS) PROJECT OF M/s OIL INDIA LIMITED

INSTRUCTIONS TO BIDDER (ITB)

TABLE OF CONTENTS

A GENERAL
1.0 INTRODUCTION....3
2.0 DEFINITIONS....3
3.0 ELIGIBLE BIDDERS:....3
4.0 COST OF BIDDING....4
5.0 ACKNOWLEDGEMENT & CONFIRMATION....4
6.0 SPLIT-UP OF WORK....4
7.0 SITE VISIT....4

B BIDDING DOCUMENT, CLARIFICATIONS AND AMENDMENT....4

8.0 BIDDING DOCUMENT....4
9.0 CLARIFICATION OF BIDDING DOCUMENT & PRE-BID MEETING....5
10.0 AMENDMENT OF BIDDING DOCUMENT....6
11.0 CONFIDENTIALITY OF BIDDING DOCUMENT....7

C PREPARATION OF BID....7

12.0 LANGUAGE OF BID....7
13.0 COMPLIANCE TO BID REQUIREMENT....7
14.0 DOCUMENTS COMPRISING BID....7
15.0 BID PRICES....9
16.0 CURRENCIES OF BID & PAYMENT....10
17.0 BID VALIDITY....10
18.0 BID SECURITY / EARNEST MONEY DEPOSIT....10
19.0 INTEGRITY PACT....10
20.0 CONFLICT OF INTEREST AMONG BIDDERS....10
21.0 POWER OF ATTORNEY....11

D BID SUBMISSION....12

22.0 FORMAT AND SIGNING OF BID....12
23.0 CHECK LIST FOR SUBMISSION OF BID....12
24.0 MULTIPLE/ ALTERNATIVE BID....13
25.0 MARKING AND SUBMISSION OF BIDS....13
26.0 DEADLINE FOR SUBMISSION OF BID....13
27.0 LATE BIDS / UNSOLICITED BIDS / BID SUBMISSION AT OTHER PLACE....14
28.0 MODIFICATION AND WITHDRAWAL OF BIDS....14

E BID OPENING AND EVALUATION....14

29.0 BID OPENING....14
30.0 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS....14
31.0 CLARIFICATION OF BIDS....15
32.0 EVALUATION OF TECHNO-COMMERCIAL BIDS....15
33.0 DEVIATIONS, RESERVATIONS, AND OMISSIONS....16
34.0 COMPLETE SCOPE OF WORK....16
35.0 OPENING OF PRICE BID....16
36.0 ARITHMETIC CORRECTIONS....16
37.0 EVALUATION OF PRICE BIDS....17
38.0 PURCHASE PREFERENCE TO MICRO OR SMALL ENTERPRISES- -NOT APPLICABLE BEING WORKS CONTRACT....18
39.0 CONTACTING THE OIL/EIL....18

F AWARD OF CONTRACT....18

40.0 AWARD OF CONTRACT....18
41.0 NOTIFICATION OF AWARD....18
42.0 CONTRACT AGREEMENT....19
43.0 CLARIFICATION REQUESTS FROM BIDDERS....19
44.0 CARTEL FORMATION....19
45.0 WAIVER OR TRANSFER OF THE AGREEMENT....19
46.0 GUIDELINES FOR SUBMISSION OF BID ON OIL'S E-TENDER PORTAL....19
47.0 ENVIRONMENT, SOCIAL AND GOVERNANCE POLICY OF M/S OIL (ESG)....19

A GENERAL

1.0 Introduction

1.1 Engineers India Ltd. (EIL), Government of India Public Sector Undertaking, is a premier consultancy organisation in South Asia. The regd. Office is located at 1, Bhikaiji Cama Place, R.K. Puram, New Delhi-110066.

1.2 "OWNER" means OIL INDIA LTD (OIL) having its registered office at Pipeline Headquarter, PO- Udayan Vihar, Narangi, Guwahati- 761171, Assam. EIL has been appointed by OIL as the EPCM Consultant for the subject Project. EIL is the Engineer-in-Charge for the project.

2.0 Definitions

2.1 With respect to this document, the following definitions shall apply:

- "Instructions to Bidders" shall mean the documents describing the manner in which Bidder shall prepare and submit his bid.
- "Letter Inviting Bid (LIB)"/ "Notice for Invitation for Bid (IFB)"/ "Notice Inviting Tender (NIT)" shall mean EIL's request to Bidder for a Bid/ Tender, on behalf of OIL, together with the Bidding Document.
- "Tender" or "Bid" shall mean Bidder's offer to perform the Work, in accordance with Bidding Document.
- "Tender Document" or "Bidding Document" shall mean the documents issued to the bidder including any subsequent addenda to enable bidder submit his Bid.
- "Bidder" or "Tenderer" shall mean the person or company who receives the Tender Document or Bidding Document and submits Tender or Bid to EIL.
- "Bid Due Date" shall mean final Bid Due Date including it's extension, if any.
- "day" means calendar day.
- Throughout this Bidding Documents, the term "Contract" and "Purchase Order (PO)" are synonymous.
- Term 'Bidding Document', 'RFQ' and 'Enquiry document' shall have the same meaning.

2.2 It shall be bidder's responsibility to have thorough understanding of the reference documents, site conditions and specifications included in the Bidding Document.

3.0 ELIGIBLE BIDDERS:

3.1 Bidder shall, as part of their bid, submit a written Power of Attorney authorizing the signatory of the Bid to commit the bidder.

3.2 The invitation of bid is open to any bidder meeting the Bidder's Qualification Criteria (BQC), wherever specified.

3.3 Pursuant to qualification criteria specified in IFB/NIT, the bidder, along with his bid, shall furnish all necessary supporting documentary evidence to establish the Bidder claim of meeting qualification criteria.

3.4 The documentary evidence of the Bidder's qualifications to perform the contract if their Bid are accepted, shall establish to OIL's/EIL's satisfaction that, the Bidder has the financial and technical capability necessary to perform the contract.

3.5 Consortium bids, Un-incorporated JVs shall not be allowed.

3.6 For Limited bidding basis, offer shall be submitted by only those Bidders to whom Tender has been issued on e-Tendering portal.

3.7 Bidder should not be under NCLT/liquidation, court receivership or similar proceedings. Bidder shall submit an undertaking on Company's letterhead as per the format enclosed in the bidding document [refer **Proposal Form-J** in this regard]. This is not applicable for Public undertakings.

3.8 The bidders who are on holiday/ negative/ suspension/ banning list of OIL or EIL on date of unpriced bid opening/ during the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening/evaluation/Award. If the bidding document were issued inadvertently/downloaded from website, offers submitted by such bidders shall also be not considered for bid opening/evaluation/Award. **For further details, refer clause no. 6.0 of OIL Banning policy.**

3.9 In addition to above, bidders shall submit a declaration in their offer on bidder's letterhead that Bidder is not on Holiday/ Negative/suspension/banning list or black listed by any other Central Government Department/ Central Public Sector on due date of submission of bid [refer **Proposal Form-D** in this regard].

4.0 COST OF BIDDING

4.1 The bidder shall bear all costs associated with the preparation and delivery of its bid including (but not limited to) costs and expenses related to visits to the site(s) and other locations, and the cost of any tests, investigations, evaluations and consultations. OIL/EIL will in no case be responsible or liable for any costs regardless of the outcome of the bidding process.

5.0 ACKNOWLEDGEMENT & CONFIRMATION

5.1 Immediately on downloading of Bidding Document, Bidder shall acknowledge receipt and confirm his intention to bid for the subject work through online Acknowledgement–cum-consent letter format available on EIL website http://tenders.eil.co.in. Alternatively, bidder may fill in and submit the format provided in the Commercial Section duly signed & stamped through email provided in IFB/NIT within 03 days of downloading of Bidding Document.

6.0 SPLIT-UP OF WORK

6.1 Refer IFB.

7.0 SITE VISIT

7.1 Bidder is advised to visit and examine the site, its surroundings and familiarise himself of the existing facilities and environment, and collect all other information which he may require for preparing and submitting the bid and entering into the Contract. Claims and objections due to ignorance of existing conditions or inadequacy of information will not be considered after submission of the bid and during implementation.

7.2 Any loss to the property / life of the bidder/ bidder's representative due to bidder/ bidder's representative negligence shall be the Bidder's responsibility. Bidder shall keep OIL / EIL indemnified from any legal consequences arising there from.

7.3 For Contacts details regarding Site visit, refer IFB.

B BIDDING DOCUMENT, CLARIFICATIONS AND AMENDMENT

8.0 BIDDING DOCUMENT

8.1 The Bidding Document shall in general consist of the following and should be read in conjunction with any amendment issued in accordance with Clause **Error!**

Reference source not found..

- Invitations for Bids/ Notice Inviting Tender (IFB/NIT)
- Instructions to Bidders and its attachments
- Bid Data Sheet (BDS)
- Proposal Forms
- General Conditions of Contract (GCC)
- Special Conditions of Contract (SCC) and its annexures.
- Schedule of Rates (SOR)
- Technical Specifications / Standards.
- Drawings, if any

8.2 The **Details of the Tender can be viewed / downloaded from the following websites:**

- **E-Tendering platform/Portal:** OIL's e-tender portal **https://etenders.srm.oilindia.in/irj/portal**
- Bidders are required to upload the techno-commercial offer along with BQC related documents (for Open enquiries) and EMD at the OIL's e-tender portal. **NO PHYSICAL BIDS / OFFERS SHALL BE PERMITTED.**
- All updates, amendments, Corrigendum including Bid time extension, clarifications etc. (if any) will be uploaded / posted in the OIL's e-tender portal only. There will not be any publication of the same through newspapers or any other media. Bidders should regularly visit the OIL's e-tender to keep themselves updated.
- The link to download Bidding Document and BDD time extension shall also be hosted on website http://tenders.eil.co.in/newtenders/

8.3 The Bidder is expected to examine Bidding Documents, Bidding guidelines as available on OIL's e-tender, all instructions, formats, terms, specifications and drawings etc., enclosed in the Bidding Documents. The invitation for Bid together with all its attachment thereto, shall be considered to be read, understood and accepted by the Bidder. Failure to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to the Bidding documents in every respect will be at Bidder's risk and may result in the rejection of the Bid.

9.0 CLARIFICATION OF BIDDING DOCUMENT & PRE-BID MEETING

9.1 Although the details presented in this Bidding document consisting of General Conditions of Contract, Special Conditions of Contract, Scope of Work, Technical Specifications and Drawings have been compiled with all reasonable care, it is the Bidder's responsibility to ensure that the information provided is adequate and clearly understood and it includes all documents as per the Index.

9.2 Bidders in their own interest are advised to take apart in the Pre-bid Meeting. Bidder's authorized representative(s), shall attend the pre bid meeting on the prescribed day at the given venue. Based on pre bid discussion and clarifications thereof, bidder shall endeavour to submit techno-commercially compliance bid. Hence, bidders shall treat the pre bid meeting as utmost important and depute competent & senior person capable of taking on the spot decision to sort out all the technical and commercial issues.

9.3 However, in case any bidder does not attend the pre bid meeting, it shall be understood that bidder has a clear understanding of the scope & terms & conditions of the bidding document and does not have any comments / deviations to the requirements of the bidding document.

9.4 In order to ensure fruitful discussions during pre-bid meeting, the bidder is requested to submit any queries / clarification / information pertaining to Bidding Document in writing, delivered by e-mail, as per format enclosed in the Bidding Document **[Proposal Form- E]** so as to reach two days prior to Pre-bid meeting. The editable soft copies of the queries shall also be e-mailed to enable EIL to prepare replies to the queries against each query in the same format expeditiously.

9.5 Conclusion agreed in this meeting shall be uploaded as "Record Notes of Pre-bid Meeting / Reply to Pre-bid Queries, containing clarifications to the queries" on Tender portal. Any modification/ amendment to the commercial or technical part of the biding document shall not be issued as a clarification but shall be issued only through an amendment / addendum. This addendum / amendment shall be considered a part of the bidding document. However, Record Notes of Pre-bid Meeting/Reply to Pre-bid Queries containing clarification shall not be considered a part of bidding document.

9.6 After pre-bid meeting, no further queries may be entertained from the bidders.

9.7 Based on the pre-bid discussions, no-deviation form/techno-commercial compliance shall be signed and submitted by the bidders as part of their offer. After pre-bid meeting, no deviation shall be accepted. Bidder in their own interest shall submit bids fully complying with Bidding Document requirements and EIL shall reserve the right to proceed with the available compliant bids for evaluation without raising any technical/ commercial queries.

9.8 Technical/Commercial queries (TQ/CQ) shall not be issued once the bid have been opened. However, wherever CQ/ TQ are unavoidable, OIL/EIL reserves the right to issue CQ/TQ and the cut-off date given for CQ/ TQ replies shall be adhered to. CQ/ TQs shall be issued through email/e-tendering portal and Bidder shall submit their replies through email/e-tendering portal, as applicable. Offers shall be evaluated based on the information available upto cut-off date for CQ/ TQ replies. Bidder shall not submit any Price against TQ/ CQ raised unless specifically sought in writing.

10.0 AMENDMENT OF BIDDING DOCUMENT

10.1 At any time prior to the deadline for submission of bids, the OIL/EIL 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) and such Addendum(s) / Corrigendum(s)/Amendment(s) will be published in the tender portal (https://etender.srm.oilindia.in/irj/portal) only. No separate intimation shall be sent to the Bidders. Prospective bidders are requested to visit website regularly to keep themselves updated. Bidders are expected to take the Addendum(s)/Corrigendum(s)/ Amendment(s) into account in preparation and submission of their bid. Any Addendum thus issued shall become part of Bidding Document and Bidder shall upload a copy of the Addendum duly signed in token of his acceptance.

10.2 OIL/EIL shall not be responsible, if bidder has missed out the amendment(s), issued on tender portal.

10.3 OIL may, at its discretion, extend the date of submission of Bids in order to allow the Bidders a reasonable time to furnish their most competitive Bid taking into account the amendments issued.

11.0 CONFIDENTIALITY OF BIDDING DOCUMENT

11.1 Refer clause no. 26.0 of GCC.

C PREPARATION OF BID

12.0 LANGUAGE OF BID

12.1 Refer IFB

13.0 COMPLIANCE TO BID REQUIREMENT

13.1 Bidders are requested to submit '**ZERO DEVIATION'** bid, strictly as per terms and conditions of the Bidding Document. Bidder is required to confirm the same in the proforma provided in the Bidding Document. Stipulation or any deviation may render the bid liable for rejection.

13.2 OIL/EIL expects the Bidder to comply with the requirements of the Bidding Document without any deviation and submit substantially responsive bid. In view of the same, Bidder in his own interest is advised not to submit any deviation. OIL/EIL reserves the right to carry out bid evaluation with available information in the bid without any post-bid correspondence.

14.0 DOCUMENTS COMPRISING BID

14.1 No Physical bid shall be permitted other than the documents categorically asked for submission in hard copies. The bids submitted online through OIL's e-tender portal https://etender.srm.oilindia.in/irj/portal shall only be considered for evaluation and ordering. The e-bid must be complete in all respects, leaving no scope for ambiguity. Bidder is fully responsible for the bid submitted in e-tendering portal and no relief or consideration can be given for errors and omissions. Bidder shall follow the guidelines provided on OIL's e-Tender portal for submission of their bid in OIL's e-Tender portal.

14.2 The e-Bid should be prepared by the Bidder and shall be uploaded on the aforesaid website in two parts as per the following details:

PART-I	:	Earnest Money Deposit/ Bid Security + Techno-commercial/ Un-priced Bid
PART-II	:	Priced Bid

14.3 **Techno-commercial / Un-priced Bid (PART-I) shall contain the following documents:**

- Covering letter of Bid on bidder's letter head.
- Earnest Money Deposit/ Bid Security as applicable as per IFB.
- All technical and commercial amendments, if any, duly signed and stamped by Bidder.
- Submission of copy of Master Index provided with the Bidding Document and Amendment (if any) duly signed and stamped by the Bidder in token of having received and read all parts of the Bidding Documents and having accepted and considered the same in preparing and submitting the Bid.
- Documentation against Bidder Qualification criteria as per IFB.

  All documents furnished by the bidder in support of meeting the Technical/Commercial Experience criteria as applicable and Financial criteria of BQC shall be submitted in a separate section/booklet along with their offer. This section/booklet shall be titled as "Documentation against Bidder Qualification Criteria" with proper index and page numbering.

- Exact Unpriced copy of Price Bid in price schedule format issued with the Bidding document duly indicating 'Quoted' in place of "price/percentage increase/decrease".

  Prices (percentage increase/decrease indicated) submitted in Priced part (designated priced folder on OILs e-tender portal) shall only be considered for evaluation.

- Preamble to SOR duly signed and stamped
- Power of attorney [applicable for open Tenders only] in favour of signatory (ies) of the bid in line with clause 21.0 of ITB.
- Complete Audited Financial Statement of the immediate preceding three Financial Years (which includes 'Balance Sheet' and 'Profit & Loss Account' along-with the all schedules, Notes referred to therein and the Auditor's report) or certificates from Statutory Auditor in line with the requirement of IFB.
- Duly signed and stamped copy of Integrity Pact alongwith undertaking for transgression in terms of Integrity Pact [as per **Proposal Form-K].**
- Compliance to Bid requirement as per **Proposal Form-B.**
- Check List of submission of bid as per **Proposal Form-C**.
- Commercial Questionnaire as per **Proposal Form-D**.
- Declaration by Bidder as per **Proposal Form-F**.
- Details of P.F. and ESI Registration as per **Proposal Form-G(1)**.

  In case Bidders establishment is not registered with PF & ESI Authorities, the Bidder shall furnish an undertaking, as per **Proposal Form-G(2)**, that in the event their establishment falls under the purview of PF & ESI Act during the execution of Contract then the Bidder shall get their establishment registered under PF & ESI and they shall also be solely responsible to fulfil the obligation of PF & ESI at no extra cost to OIL/EIL .
- Bidders General Information as per **Proposal Form–H**
- Bank Account Particulars as per **Proposal Form-I**.
- Provisions for bidders undergoing proceedings under insolvency and bankruptcy code 2016 (NCLT) as per **Proposal Form-J**.
- Undertaking for Non-Engagement of Child Labour as per **Proposal Form-L.**
- Declaration of Bidder's Indian Income Tax Liability as per **Proposal Form-M**
- **Organization details**
  - In case of a proprietorship firm, the name and address of proprietor and copy of Bank Account Details.
  - In case Bidder is a partnership firm, copy of the partnership deed.
  - In case of company (whether private or public), copy of the `Certificate of Incorporation' together with certified Memorandum/ Articles of Association
- Submission of Undertakings/Certificates for Public Procurement (Preference to Make in India) (PPP-MII) Order, 2017 **as per Annexure-XV**

to SCC.

- Undertaking certifying that Bidder has not been banned or delisted by any Government or Quasi Government agencies or Public Sector Units [as per **Proposal Form-D]**.
- Declaration regarding Land border share guidelines as per the provisions of IFB.
- Undertaking w.r.t. Steel policy **as per Annexure-XIV to SCC**
- Signed & Stamped copy of list of Minimum Equipment to be deployed by the Contractor for quoted part (s) **(Annexure-II to SCC).**
- Signed & Stamped copy of list of Minimum Manpower to be deployed by the Contractor for quoted part(s) (**Annexure-IV to SCC**).
- PAN card copy & GST Registration details.
- Any other information required in the Bidding Documents or considered relevant by the bidder.

14.4 **PART - II (PRICE BID):**

Bidder shall submit the Summary of Price [FORM SP-0] for the quoted Parts strictly as per proforma quoting percentage increase (+) or decrease (-), at the designated place of the OIL's e-tender portal https://etender.srm.oilindia.in/irj/portal without any stipulation, overwriting, deviation, terms & conditions, presumption, basis etc.

This part shall contain the following:

- **Duly filled Summary of Prices (Form SP-0)**

Deviation to terms and conditions, presumptions etc. shall not be stipulated in Price part of bid. In case of any conditions stipulated in price bids, the bids of such bidders shall be summarily rejected and shall not be considered for further evaluation. Evaluation shall be carried out excluding such bidder(s).

15.0 BID PRICES

15.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the total works as described in Bidding Document, based on the Schedule of Rates submitted by the Bidder and accepted by the OIL/EIL.

15.2 Rates/Amounts or percentage increase / decrease as applicable must be filled in the `Schedule of Rates' after downloading the file uploaded in the website. In case separate file is uploaded, and any variation in item description, unit & quantity are noticed; the bid is liable to be rejected. In any case, Bidder shall be presumed to have quoted against the tendered description of work as per the Schedule of Rates (detailed description) and the same shall be binding on the Bidder.

15.3 Bidder shall quote a single consolidated percentage increase / decrease in the estimated price and the same percentage shall be applicable uniformly to all the items of the Schedule of Rates **(Form-SP 1).**

15.4 Prices (arrived after applying percentage increase/ decrease) quoted by the bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account except as otherwise specifically provided in the Contract documents. Statutory variations in taxes & duties shall only be allowed as per the provisions indicated in SCC.

15.5 Quoted prices shall be firm and Fixed and OIL shall not compensate for any foreign exchange rate fluctuation.

15.6 The quoted price shall be deemed to be inclusive of all taxes / duties / cess (excluding BOCW Cess) / levies / fees etc., **except "Goods and Services Tax"** (hereinafter called GST) (i.e., IGST or CGST and SGST/UTGST as applicable in case of interstate supply or intra state supply respectively and GST compensation Cess if applicable), except as specifically provided to the contrary in the Special Conditions of Contract.

15.7 Bidder shall quote price after careful analysis of cost involved for the performance of the work considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under `Schedule of Rate (SOR)' but is required to complete the work which could be reasonably implied/ inferred from the contents of the Bidding Document, the prices quoted shall be deemed to be inclusive of cost incurred for such activity.

15.8 The prices shall be based on conditions specified in General Conditions of Contract, Special Conditions of Contract, Scope of Work, Scope of Supply, Technical Specifications, Drawings and other contents of Bidding Document including subsequent amendments, if any.

16.0 CURRENCIES OF BID & PAYMENT

The Bidder shall quote in Indian Rupees and shall be paid in Indian Rupees only.

17.0 BID VALIDITY

17.1 Bid shall remain valid for a minimum period as mentioned in **IFB** from final due date of submission of bid. During the above period, bidders shall not be entitled to revoke or cancel their Bid or to vary the Bid given or any term thereof without written consent of the OIL/ EIL. In case, bidders are revoking or cancelling their Bid or varying any terms in regard thereof without the written consent of OIL/ EIL, OIL shall forfeit EMD and reject their bids. Such Bidder also may be put on Holiday list/ Negative List of OIL/EIL .

17.2 OIL/EIL may solicit the bidder's consent to an extension of the period of validity of bid. The request and the responses there to shall be made in writing. If the Bidder agrees to the extension request, the validity of Bank Guarantee towards EMD (if applicable as per tender) shall also be suitably extended. However, bidders agreeing to the request for extension of validity of bid will not be permitted to modify the bid. In case a Bidder refuses to extend its Bid Validity, the Bid Security / EMD (if applicable as per Tender) of such bidder shall not be forfeited.

18.0 BID SECURITY / EARNEST MONEY DEPOSIT

18.1 Refer IFB

19.0 INTEGRITY PACT

19.1 Refer IFB

20.0 CONFLICT OF INTEREST AMONG BIDDERS

20.1 A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of OIL's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in a bidding process, if:

a) they have controlling partner(s) in common; or
b) they receive or have received any direct or indirect subsidy / financial stake from any of them; or

c) they have the same legal representative / agent for purposes of this bid; or
d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
e) Bidder participates in more than one bid in the bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved.
f) Offers made by agents /consultants / retainers / representative / associate of foreign principals are to be rejected.
g) A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications/scope of work of the contract that is the subject of the Bid;

21.0 POWER OF ATTORNEY

21.1 Bids shall be signed by the authorized signatory of the bidder holding power of attorney.

21.2 Bidder shall submit a Power of Attorney in the name of such authorized signatory(ies).

Requirements for submitting the POA shall be as follows:

i) **Company:** Bidder shall submit a specific Power of Attorney for the tender in the name of authorized person.

Alternatively, in case Bid signatory has General Power of Attorney or has the power as per their Board resolution, the same shall be submitted duly certified by Notary Public or CEO/CFO/Company Secretary (CS)/Member of Board of Directors.
In case, Bid is signed by CEO/CFO/CS/any member of board of Directors, no separate POA is required, provided the documentary evidence of their being CEO/CFO/CS/any member of board of Directors is reflected in the MOA/AOA/Financial Statements, else submitted separately in the Bid.

ii) **Partnership Firm:** In such case,

- Bid can be signed by all the partners of the Firm and in such case no separate POA is required. OR
- Bid can be signed by any of the Partner(s) holding Power of Attorney as specified in the Partnership deed, OR
- Bid can be signed by an authorized person and shall submit a specific POA for the tender duly signed by all the Partners.
- Bidder shall submit the copy of Partnership Deed.

iii) **Limited Liability Partnership (LLP) Entity:** Bid shall be signed by the person holding Power of Attorney as per the registered LLP Agreement for the Firm, OR, has the power as per their Board resolution, OR, a specific POA for the tender duly signed by all the LLP Partners.

Bidder shall submit (i) a copy of LLP Agreement, and (ii) a copy of Certificate of Incorporation.

iv) **Proprietorship: Proprietor shall sign the Bid.**

Bidder shall also submit a copy of (i) PAN card and (ii) Bank Mandate Form, duly certified by the Bidder's Banker.

21.3 POA shall be on non-judicial stamp paper of minimum value of INR 100/- and duly Notarized by a Notary Public in India.

21.4 Specific POA issued for the tender shall confirm that the authorized signatory have been authorized to do in the name and on behalf of the Company/Firm all or any of the acts, deeds or things necessary in connection with or incidental to the Bid submitted by the bidder for the subject Bidding document, including but not limited to the signing and submission of bid, participating in the meetings, responding to queries, submission of information / documents and generally to represent us in all the dealings with EIL or any person, in connection with the works, without any prejudice, limitations and exceptions till the completion of the bidding process.

D BID SUBMISSION

22.0 FORMAT AND SIGNING OF BID

22.1 The bidder shall submit e-bid as per the provisions given in this bidding document on OIL's Portal as per the guidelines given in the bidding document.

22.2 All the Bids must be Digitally Signed using Class III digital certificate (e-commerce application) with 'Certificate Type: **Organization Certificate'** 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. **The bid signed using other than "Class 3" and "Organization" digital certificate, will be rejected.**

22.3 Bidder shall be required to upload the digitally signed copies of documents for meeting BQC, Power of Attorney, Integrity Pact and other authenticated documents (required as per the provisions of IFB) on the e-tendering portal only. In that case, bidder shall not be required to submit the original authenticated documents in physical form to EIL. **However, EMD has to be submitted in original physical form as per the IFB requirement.**

22.4 Bidders to upload the Un-priced and Priced part of their e-bids strictly in the Un-priced & Priced folders respectively at the designated place in the e-tendering portal. Non-Compliance to the same may lead to rejection of their Bids.

22.5 All documents as submitted in the e-Procurement Portal using digital signature at any time during the Bidding process shall be deemed considered signed by the POA holder only, irrespective of POA holder's signature on all pages or not.

23.0 *CHECK LIST FOR SUBMISSION OF BID*

23.1 To assist Bidder in ensuring the completeness of bid, a checklist for submission of various documents/details in 'un-priced commercial part of bid', has been enclosed.

23.2 Bidder is required to fill the checklist and submit along with the bid for ready reference. All documents shall be submitted under various sections as per this Check List.

24.0 *MULTIPLE/ ALTERNATIVE BID*

24.1 A bidder (i.e., the bidding entity) shall, on no account submit more than one bid either directly (as a single bidder) or indirectly (as a sub-contractor) failing which following actions shall be initiated:

(a) All bids submitted by such bidder (say 'A') as a single bidder or as a consortium, shall stand rejected and Bid Security/EMD, if any, in case of all such bids submitted by bidder 'A' shall be forfeited also action shall be taken as per EIL/OIL's Banning Policy.

(b) If another bidder (say 'B') has proposed bidder 'A' as a sub-contractor then bidder 'B''s bid shall also be rejected. However, in case the bidder 'B' has also proposed an alternative sub-contractor who is other than the bidder 'A', then bidder 'B''s bid shall be evaluated with the proposed alternative sub-contractor only. Hence, every bidder shall ensure in his own interest that his proposed sub-contractor is not submitting alternative/ multiple bids.

Note: However, in case EIL has proposed a list of sub-contractors/ sub-vendors in the Bidding document itself which shall be common for all the bidders, the provision at (b) above shall not be applicable as long as only the sub-contractors/ sub-vendors are common in case of various bidders.

Alternative priced bids are not acceptable. A bidder who submits alternative bids will cause all alternative bids to be disqualified.

25.0 MARKING AND SUBMISSION OF BIDS

25.1 The bid must be submitted online at OIL's e- Tender portal within due date and time for bid submission as specified in IFB/NIT and all envelopes containing the documents in physical form as per requirement of bidding document, shall preferably be within the bid due date but not later than the time period specified in IFB/NIT.

25.2 OIL/EIL may, in exceptional circumstances and at its discretion, on giving reasonable notice by e-mail / fax or any written communication to all prospective bidders who have downloaded the bid document extend the deadline for the submission of bids in which case all rights and obligations of the Employer / Consultant and bidders, previously subject to the original deadline will thereafter be subject to deadline as extended.

25.3 Accordingly, Bid Due Date (BDD) means the final due date and time of submission (dead line of submission) of Bid including the extensions (if any) thereof.

26.0 DEADLINE FOR SUBMISSION OF BID

26.1 Bidders are advised to upload their bid as soon as they are permitted to upload the bid. In the event of failure in bidder's connectivity with e-procurement Portal of OIL during the last day/few hours on account of any problem and they are likely to miss the deadline for bid submission in such a case no request for extension in bid due date will not be entertained.

26.2 Bidders in their own interest are requested to register on e- tendering portal of OIL and upload their bid well in time.

26.3 Bidders should avoid the last hour rush to the website for registration of user id & password, enabling of user id and mapping of digital signature serial number etc.

since this exercise require activities from EIL/OIL and needs time. In the event of failure in bidder's connectivity during the last few hours, bidder is likely to miss the deadline for bid submission. Due date extension request due to above reason may not be entertained.

27.0 LATE BIDS / UNSOLICITED BIDS / BID SUBMISSION AT OTHER PLACE

27.1 E-system/portal of OIL shall close immediately after the Bid Due Date.

27.2 Unsolicited bids or bids being submitted in physical form / to address other than one specifically stipulated in the bid document will not be considered for opening / evaluation / award and will be returned to such bidders.

28.0 MODIFICATION AND WITHDRAWAL OF BIDS

28.1 The bidder, after submitting the Bid, is permitted to withdraw, substitute or modify the tenders in writing without forfeiture of Bid Security/ EMD, up to the final bid due date and time of the tender. Any such request received after the prescribed bid due date and time will not be considered. No bid shall be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity. Withdrawal of a bid during this period will result in forfeiture of the bidder's bid security (EMD) and other sanctions as per the policy of OIL.

28.2 Unsolicited clarifications to the offer and/or change in prices during its validity period would render the bid liable for outright rejection.

E BID OPENING AND EVALUATION

29.0 BID OPENING

29.1 Techno-Commercial (Un-priced) Part and EMD (Part-I) will be opened on the scheduled date and time on OIL e-Tender Portal.

30.0 *EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS*

30.1 OIL/EIL will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Bids are generally in order.

30.2 Prior to the detailed evaluation, OIL/EIL will determine whether each Bid is of acceptable quality, is generally complete and is responsive to the Bidding Documents. For the purposes of this determination, a responsive Bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without deviations, objections, conditionality or reservations as specified in bidding documents.

30.3 Bidder shall not be allowed to submit any Price implication or Revised Price after submission of e-Bid. In case Exceptions and Deviations submitted by Bidder along with Bid are not considered as acceptable and no Amendment is issued, then in such a case the Bidders would be required to withdraw such Exceptions/Deviations in favour of stipulations of the Bidding document, failing which such Bid(s) shall be considered as non-responsive and rejected.

30.4 **Bidder should not be under liquidation, court receivership or similar proceedings. Bidder shall submit self-Declaration (refer Proposal Form-D) in this regard on bidder's letterhead.**

30.5 **In case Bidder(s) affirms that present litigations/arbitrations have impact on their obligations to perform the Contract or doesn't provide the affirmations for the same, their bids shall be rejected. Bidder shall submit self-Declaration (refer Proposal Form-D) in this regard.**

30.6 OIL/EIL determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence. If a Bid is not responsive, it will be liable for rejection by OIL/EIL and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

31.0 CLARIFICATION OF BIDS

Bidders should ensure that the Bid submitted is substantially responsive Bid in the first instance itself. Evaluation may be completed based on the content of the Bid itself without seeking any subsequent additional information which may result in rejection of Bid. However, OIL/EIL may, at its discretion, may request bidder to submit the necessary information or documentation, within a reasonable period of time, to withdraw material deviation, reservation, or rectify omission in the bid related to documentation requirements. Requesting information or documentation on such account shall not be related to any aspect of the price of the Bid (forming part of price evaluation). OIL /EIL's request for clarification and the response shall be in writing.

No change, including any voluntary increase or decrease, in the prices shall be sought, offered, or permitted. Bidder shall not be allowed to submit any price implication or revised price after submission of Bid unless the same is called for by OIL/EIL in writing.

If a bidder does not provide clarifications of its bid by the date and time set in OIL/EIL 's request for clarification, its bid shall be evaluated with available information which may result in rejection of their bid.

All responses from the Bidders shall be in writing, and no change in the price shall be permitted unless specifically sought by OIL/EIL.

Bidders shall however note that no revision in quoted Rates shall be allowed, in case bidder still stipulate the deviations which are not accepted by the OIL and are required to be withdrawn by the bidder in favour of stipulations of the bidding documents.

32.0 EVALUATION OF TECHNO-COMMERCIAL BIDS

32.1 Prior to price opening of bids, EIL/ OIL will determine whether each bid is accompanied with requisite documents:

- Fulfils the technical, financial and other requirements as specified in the bidding document.
- Totally compliant to the requirement of the Bidding Document.
- Considering any clarifications and/ or requirement pursuant to clause 30.0.
- Any other relevant factor, if any that EIL/OIL deemed necessary or prudent to be taken into consideration.
- Authentication/verification of qualification documents (for open Tenders).
- EMD / Bid Security as per the requirement of Bidding document.

32.2 EIL/ OIL reserve the right to use in-house information for assessment of capability of Bidder and their performance on jobs completed/ in progress for evaluation purpose.

32.3 Directives issued by Govt. of India from time to time shall be given due consideration during bid evaluation, as per the provisions of Bidding document including its amendments, if any.

32.4 **Un-solicited discount**

Any unsolicited reduction/ discount in price offered by a bidder within the bid validity by way of discount or revised prices, subsequent to the bid due date, shall not be taken into account for comparison. However, such reduction/discount in

price shall be taken into account for ordering if such bidder happens to be recommended as per the originally quoted prices.

32.5 **Unsolicited price increase**

In the event of any unsolicited price increase sought by any bidder, subsequent to the bid due date, the bid of such a bidder shall be rejected, in case the bidder does not agree to withdraw the price increase. In case, price increase is sought by the L1 bidder after priced bid opening and the bidder does not agree to withdraw the price increase, the order shall not be placed with price increase and the Tender shall be re-floated.

Wherever, decision is taken to reject a bid, EMD/Bid Security, if submitted, by the Bidder, shall also be forfeited and appropriate action shall be taken against bidder as per EIL/OIL guidelines.

32.6 Corrections in any errors/ omissions in rates or applicability in statutory taxes/ duties applicable on goods & services which are required to be quoted extra as per provisions of bidding document shall not be considered as price implications and shall be permissible so far as such corrections are based on reply to clarification(s) raised on the bidder. However, wherever no clarification(s) is raised, the evaluation shall be carried out based on taxes and duties/ HSN code quoted by the Bidder.

32.7 Any implication on account of wrong quotation of taxes and duties shall be to Bidder's account. However, the payment towards such taxes and duties shall be restricted to lower of taxes and duties quoted by Bidder or the documentary evidence provided by Bidder.

33.0 DEVIATIONS, RESERVATIONS, AND OMISSIONS

During the evaluation of bids, the following definitions apply:

a) "Deviation" is a departure from the requirements specified in the Bidding Documents;

b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and

c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents.

34.0 COMPLETE SCOPE OF WORK

The complete scope of work has been defined in the bidding document. Only those bidders who take complete responsibility for the complete scope of work as contained in the bidding document shall be considered as acceptable.

35.0 OPENING OF PRICE BID

35.1 Priced part of only those bidders who meets the qualification criteria and/or whose bids is determined to be technically and commercially acceptable to OIL/EIL, shall be opened. Bidders selected for opening of their price bids shall be informed about the date and time of price bid opening. The Price Bid opening shall be done on OIL e-tender portal.

36.0 ARITHMETIC CORRECTIONS

36.1 During evaluation of price, if some discrepancies are found, the total amount shall be corrected as per the following procedure, which shall be binding upon the Bidder.

i) The summary sheet (form SP-0) shall seek only +/- percentage which will be applicable on the estimated pre-filled price.

ii) In case "+" or "-" not indicated against the % figure, + shall be considered.

iii) In case the bidder left the % Blank, % increase/decrease shall be considered as NIL.

36.2 Such a discrepancy in an offer shall be conveyed to the Bidder to respond by a target date and if the Bidder does not agree to OIL's/EIL's observation, the same shall be treated as withdrawal of bid and dealt as per the Prevailing Policy and provision of Bidding document.

37.0 EVALUATION OF PRICE BIDS

37.1 Based on percentage increase / decrease [quoted in Form SP-0] to the estimated cost as per FORM SP-1, total quoted price will be calculated after considering Arithmetic Corrections, if any, in line with Clause 36.0 of ITB.

37.2 The percentage increase/decrease quoted shall be applicable for all items of the Schedule of Rates (SOR) without exception. The offers of Bidders quoting separate / different rates and / or separate / different percentages for different items, shall be summarily rejected, without reference to/correspondence with the Bidder.

37.3 Conditional discount, if offered, shall not be considered for evaluation.

37.4 **Output GST as quoted by the bidder shall be loaded for price bid evaluation. OIL may avail Input Tax Credit (ITC), as applicable, at the time of filing the GST Return. However, Input Tax Credit (ITC) shall not be considered for price bid evaluation. The onus of quoting the correct rate of GST as per applicable GST Law, taking into account the correct HSN/SAC Code, lies entirely on the Contractor**.

37.5 AHR/ALR items shall not be applicable in case of percentage (pre-filled rates) tenders.

37.6 Work shall be awarded to the bidder whose total evaluated price is the lowest in line with the provisions of Bidding document. Refer IFB for details.

37.7 **TIE AMONG LOWEST EVALUATED PRICES**

In an extreme situation, when there is a 'TIE' based on the evaluated price (after loadings, if any) recourse shall be taken on the basis of bidder's maximum annual turnover during the last 3 years.

For this purpose, annual turnover of the bidders having tie, shall be tabulated for the past 3 years and maximum annual turnover in any of the last 3 years shall be determined for each bidder. The bidder whose maximum turnover is highest shall be the recommended bidder.

In case above situation arise, Last 03 years Audited annual financial statements shall be sought from bidders.

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).

Note: 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.

38.0 PURCHASE PREFERENCE TO MICRO OR SMALL ENTERPRISES- *-NOT APPLICABLE BEING WORKS CONTRACT.*

39.0 CONTACTING THE OIL/EIL

39.1 Bidders are advised not to contact OIL/EIL on any matter relating to its bid from the time of Bid opening to the time Contract is awarded, unless requested to in writing. Any effort by a Bidder to influence OIL/EIL in any of the decision in respect of Bid evaluations or Award of Contract will result in the rejection of Bid.

F AWARD OF CONTRACT

40.0 AWARD OF CONTRACT

40.1 OIL/EIL reserves the right to accept or reject any Bid 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 without any obligation to inform the affected Bidder or Bidders of the grounds or the reasons for the OIL/EIL's action.

40.2 OIL will award the order to the successful bidder (s) whose bid has been determined to be substantially responsive, and/or have been determined as a lowest bid in line with the provisions of Bidding document after considering the purchase preference as per PPP-MII policy, if applicable and is determined to be qualified to satisfactorily perform the Order.

40.3 In the opinion of OIL, if the total price quoted by the Lowest Bidder are considered high, he may invite the Lowest Bidder for price negotiation. Lowest Bidder shall attend such negotiation meetings and if requested by OIL shall provide the analysis of rates/break-up of amount quoted by him for any or all items of Schedule of Rates to demonstrate the reasonability. As a result of negotiation, Bidder may offer rebate on his earlier quoted price.

41.0 NOTIFICATION OF AWARD

41.1 Prior to the expiration of period of Bid validity, OIL will notify the successful Bidder (s) in writing by e-mail, that his Bid has been accepted. The notification of award / Letter of Acceptance (LOA)/Fax of Acceptance (FOA) will constitute the formation of a Contract until the Contract Agreement has been signed.

41.2 In case the successful Bidder does not accept the LOA or/and do not furnish the required performance security within the time stipulated in the LOA, such noncompliance will constitute sufficient ground for forfeiture of their EMD and processing the case for further action against them (the successful bidder) as per the provision of OIL’s banning policy.

41.3 EIL shall not be obliged to furnish any information/ clarification/ explanation to the unsuccessful Bidders as regards non-acceptance of their bids. Except for refund of EMD to unsuccessful Bidders, OIL/EIL shall correspond only with the successful Bidder.

42.0 CONTRACT AGREEMENT

42.1 The Contractor shall execute a formal contract with the OIL within specified period from the date of issue of Detailed Letter of Acceptance on a **non-judicial stamp paper, purchased from Assam, of appropriate value (Rs. 200/-).** The cost of non-judicial stamp paper shall be borne by the Contractor.

42.2 Contract documents for agreement shall be prepared after the acceptance of bid. Until the final contract documents are prepared and executed this bidding document together with the annexed documents, modifications, deletions agreed upon by the OIL and bidders' acceptance thereof shall constitute a binding contract between the successful Bidder and the OIL based on terms contained in the aforesaid documents and the finally submitted and accepted prices.

42.3 The Contract document shall consist of the following:

- Detailed letter of Award/Acceptance along with enclosures attached therewith.
- Letter of Acceptance.
- Original Bidding Document along with its enclosures issued along with its Amendment/Corrigendum, if any.

43.0 CLARIFICATION REQUESTS FROM BIDDERS

43.1 A bidder may seek clarifications regarding the bidding document provisions, bidding process and / or rejection of his bid. OIL/EIL shall respond to such requests within a reasonable time.

44.0 CARTEL FORMATION

44.1 In case any bidder is found to be involved in cartel formation, his bid will not be considered for evaluation /placement of order. EMD (if applicable) submitted by such bidder shall be forfeited and such bidder will also be put on Holiday / negative list of OIL / EIL debarring them from bidding in future.

45.0 WAIVER OR TRANSFER OF THE AGREEMENT

45.1 The successful Bidder shall not waive the Agreement or transfer it to third parties, whether in part or in whole, nor waive any interest that is included in the Agreement without the prior written permission of OIL.

46.0 GUIDELINES FOR SUBMISSION OF BID ON OIL'S E-TENDER PORTAL

46.1 Refer user manual available on OIL e-Tender portal https://etender.srm.oilindia.in:1443/sap/bc/webdynpro/sap/zsrm_wdc_download_user_manual#

47.0 ENVIRONMENT, SOCIAL AND GOVERNANCE POLICY OF M/S OIL (ESG)

47.1 Consequent to the implementation of Sustainable Development (SD) and Environment, Social & Governance (ESG) Policy in OIL, Successful bidder shall be required to submit a duly filled ESG questionnaire (attached as Annexure to this ITB) within 15 days from the date of award of Contract. Failure to submit the completed ESG Questionnaire within the stipulated timeline may be treated as non-compliance with contractual obligations and dealt with accordingly.

ANNEXURE TO ITB

Questionnaire for vendors and suppliers

			Response
1. Emissions	What was the GHG emission for the last financial year (FY24)?	a) Scope 1 GHG emissions (kg CO_2e)	
		b) Scope 2 GHG emissions (kg CO_2e)	
	What was the GHG emission per unit of revenue for the last financial year (FY24)?	a) Scope 1 GHG emissions (kg CO_2e)	
		b) Scope 2 GHG emissions (kg CO_2e)	
2. Decarbonization strategy & targets	Do you have a Net Zero target? If yes, please state the year		
	Do you have an emissions reduction target? If yes, are the targets absolute emissions based, or intensity based?		
	Please state the target for reduction in next financial year (FY24)	a) Scope 1 GHG emissions/emissions intensity	
		b) Scope 2 GHG emissions/emissions intensity	
	Please provide information on a few decarbonization initiatives undertaken (describe the initiatives and their respective impact)		
3. Waste & Water Mgt.	Do you have any initiatives for waste management including solid wastes, liquid wastes and hazardous waste?		
	Do you have any initiatives for water management including monitoring of water consumption and withdrawals, and if applicable, treatment of wastewater?		
4. Disclosures	Are your current emissions verified? If yes, please name the assuring body		
	Are your emissions targets validated (eg: SbTi)? If yes, please name the methodology		
	Are you rated by any of the ESG rating agencies? If yes, please specify the agency and rating		

Suppliers and vendors may refer to the explanatory note for any questions or clarifications pertaining to any of the questions above.

Annexure - II

Copyright © 2025 IvyBest on Consulting Group. All rights reserved

Annexure - II

Explantatory Note-ESG Questionnaire for Suppliers & Vendors

1 Emissions Reporting

What are Greenhouse Gas (GHG) Emissions?

Greenhouse gas (GHG) emissions refer to gases that trap heat in the Earth's atmosphere, contributing to global warming and climate change. These include carbon dioxide (CO_2), methane (CH_4), and nitrous oxide (N_2O), among others. GHG emissions are generated from various sources, such as burning fossil fuels, industrial activities, and deforestation.

What are Scope 1 and Scope 2 Emissions?

- **Scope 1 Emissions**: Direct emissions from sources owned or controlled by your company (e.g., fuel combustion in company-owned vehicles, boilers, and generators).
- **Scope 2 Emissions**: Indirect emissions from purchased electricity, steam, heating, and cooling consumed by your company. These emissions occur at the power generation source but are attributed to your business due to electricity consumption.

How to Calculate GHG Emissions?

Emissions are typically calculated using the following formula:

GHG Emissions (kg CO2e) = Consumption data × Emission Factor

- **Consumption Data**: Fuel consumption (liters), electricity use (kWh), etc.
- **Emission Factor**: Standard values published by organizations like the IPCC

Examples:

1. **Fuel Consumption-Based Calculation (Scope 1):**
   - If you use 1,000 liters of diesel in company vehicles, and the emission factor for diesel is 2.68 kg CO_2e per liter, your emissions are: 1,000×2.68=2,680 kg CO2e
2. **Electricity Consumption-Based Calculation (Scope 2):**
   - If your facility consumes 5,000 kWh of electricity, and the emission factor for your electricity provider is 0.4 kg CO_2e per kWh, your emissions are: 5,000×0.4=2,000 kg CO2e

Sample Responses:

Question	Sample Response
What was the GHG emission for FY24?	a) Scope 1: 10,500 kg CO_2e
	b) Scope 2: 8,200 kg CO_2e
What was the GHG emission per unit revenue for FY24?	a) Scope 1: 2.5 kg CO_2e per INR 1,000 revenue
	b) Scope 2: 1.8 kg CO_2e per INR 1,000 revenue

2 Decarbonization Strategy & Targets

Net Zero and Emission Reduction Targets

- **Net Zero Target**: A Net Zero target refers to a commitment to reducing emissions to as close to zero as possible, with residual emissions offset by carbon capture or other means. OIL would like to know if your organization has set any targets of becoming net zero, and if so, what is the targeted year.

- **There are 2 types of defining the target:**

  Absolute Reduction: A fixed percentage decrease in emissions over a period (e.g., 10% reduction by 2030).
  Intensity-Based Reduction: Reduction in emissions per unit of production or revenue (e.g., 15% reduction per product by 2025).

Sample Responses:

Question	Sample Response
Do you have a Net Zero target? If yes, please state the year	Yes, by 2040
Do you have an emissions reduction target? If yes, are the targets absolute emissions based, or intensity based?	Yes, we aim for an absolute 40% reduction by 2030, and 100% by 2040
Please state the target for reduction in FY24.	a) Scope 1: 10% absolute reduction
	b) Scope 2: 10% absolute reduction
Pleasc providc information on a few initiatives undertaken (describe the initiatives)	Afforestation EV inclusion Electrification of gas-based equipment Renewable energy setup
How much of the reduction targets have been achieved till date? (eg: more than 80% achieved, less than 20% etc)	~5 % reduction has been achieved

3. Waste & Water Management

Waste Management Initiatives

In order to answer the question regarding waste management initiatives, vendors and suppliers may mention few of the initiatives that their organizations have undertaken that may include (but are not limited to):

- Recycling and reusing materials
- Proper disposal of hazardous waste
- Reducing landfill waste through composting or waste-to-energy programs

Water Conservation Initiatives

Similar to the waste management initiatives, in order to answer the question regarding water conversation initiatives, vendors and suppliers may mention few of the initiatives that their organizations have undertaken that may include (but are not limited to):

- Monitoring water consumption with meters
- Installing water-efficient fixtures
- Treating wastewater before discharge

Sample Responses:

Question	Sample Response
Do you have any initiatives for waste management including solid wastes, liquid wastes and hazardous waste?	Yes, we recycle 60% of our production waste and have SOPs in place for proper dispose of hazardous materials.
Do you have any initiatives for water management including monitoring of water consumption and withdrawals, and if applicable, treatment of wastewater?	Yes, we have meters to monitor water withdrawals and have a wastewater treatment process.

4. Disclosures

Verification & Validation of Emissions Data

- **Current emissions verification:** There are certain third-party agencies that verify an organization's emissions. These organizations provide independent assessments to ensure transparency and accuracy in emissions reporting. Verification by such agencies enhances credibility and aligns businesses with best sustainability practices. In case your organization's current emissions are validated by such a third-party agency, please specify the name of such an agency.

- **Emissions target validation:** If you have a target of reducing your carbon footprint, certain organizations validate the roadmap of achieving a lower carbon footprint. In case you have prepared a roadmap and submitted it to SBTi or Transition Pathways Initiatives, and have received certificates that have validated the targets, please specify the agency that has validated your targets.

- **ESG Ratings**: Certain agencies assess organizations based on their disclosures, monitoring capabilities, and control measures, among other factors. Some of these agencies, such as CDP and S&P, are globally recognized for their ratings. If your organization has received a rating from any of these agencies, please specify the agency's name and your assigned rating.

Sample Responses:

Question	Sample Response
Are your current emissions verified? If yes, please name the assuring body	Yes, verified by XYZ agency
Are your emissions targets validated (eg: SbTi)? If yes, please name the methodology	Yes, validated by SBTi.
Are you rated by any of the ESGrating agencies? If yes, please specify the agency and rating	Yes, CDP rating: D.

"MICROTUNNELING WORKS" FOR CONVERSION OF NBPL & NSPL CROSSINGS TO SUBMERGED CROSSING THROUGH MICROTUNNELING (7 RIVERS) PROJECT OF M/s OIL INDIA LIMITED

PROPOSAL FORMS

TABLE OF CONTENTS

FORM NO.	DESCRIPTION
A.	DELETED
B.	COMPLIANCE TO BID REQUIREMENT
C.	CHECK LIST FOR SUBMISSION OF BID
D.	COMMERCIAL QUESTIONNAIRE
E.	FORMAT FOR BIDDER'S QUERIES
F.	DECLARATION BY THE BIDDER
G1	DETAILS OF P.F. & ESI REGISTRATION
G2	PF AND ESI UNDERTAKING
H.	BIDDER'S GENERAL INFORMATION
I.	BANK ACCOUNT PARTICULARS
J.	PROVISIONS FOR BIDDERS UNDERGOING PROCEEDINGS UNDER INSOLVENCY AND BANKRUPTCY CODE 2016 (NCLT)
K.	UNDERTAKING FOR TRANSGRESSION IN TERMS OF INTEGRITY PACT
L.	UNDERTAKING FOR NON-ENGAGEMENT OF CHILD LABOUR
M.	DECLARATION OF BIDDER'S INDIAN INCOME TAX LIABILITY
N.	FORMAT FOR INDEMNITY BOND
O.	FORMAT FOR FIXED DEPOSIT RECEIPT (FDR) FOR SUBMISSION OF CPBG

(FORM – A)

DELETED

<To be submitted in Bidder's letter head>

COMPLIANCE TO BID REQUIREMENT (FORM – B)

NAME OF WORK	:	**MICROTUNNELING WORKS**
BIDDIND DOCUMENT NO.	:	**MKK/B988-101-MK-T-9502/2**

We hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical, commercial and other conditions whatsoever of the Bidding Documents and Amendment/ Addendum to the Bidding Documents, if any, for subject work.

We further hereby waive, withdraw and abandon any and all assumptions, deviations, variations, objections or reservations whatsoever hereto set out, given or indicated in our offer, clarifications, correspondence, communications, or otherwise with a view that the price bid and price implication (if any) submitted may be treated to conform to, in all respects, with the terms and conditions of the said Bidding Document including Technical and Commercial Amendments, if any.

We further hereby confirm that the price quoted in the price bid are as per the provisions of the tender document and there is no deviation to the provisions in the price bid.

We hereby further confirm that any terms and conditions if mentioned in our bid (Un-priced as well as Priced Part), shall not be recognised and shall be treated as null and void.

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANY SEAL : _____

<To be submitted in Bidder's letter head>

CHECK LIST FOR SUBMISSION OF BID (FORM-C)

NAME OF WORK	**:**	**MICROTUNNELING WORKS**
BIDDIND DOCUMENT NO.	**:**	**MKK/B988-101-MK-T-9502/2**

Bidder is requested to fill this check list and ensure that all details / documents have been uploaded as called for in the Bidding Document along with duly filled in, signed checklist

Please tick (√) the box and ensure compliance:

(A) UNDER SECTION –I

(A.1) Bid Forwarding Letter

Uploaded ☐

(A-2) EMD/ BID SECURITY AS PER IFB

Uploaded & Submitted ☐

(A.3) Power of Attorney in Favour of the bid signatory.

Uploaded & Submitted ☐

(B) UNDER SECTION -2

(B.1) ~~Experience details as per FORM-A~~

~~Uploaded & Submitted~~ ☐

(B.2) Financial Details, as per IFB

Uploaded & Submitted ☐

(B.3) Audited Financial year Statements including audit report, Balance Sheet, profit and loss account and all other schedules uploaded & submitted for the immediate preceding three Financial years.

YES ☐ NO ☐

(B.4) Partnership Deed in case of partnership firm and MOA & Article of Association in case of limited company. In case of a proprietorship firm, the name and address of proprietor and certified copy of Bank A/C details ☐

Uploaded ☐

(B.5) Declaration regarding PF & ESI as per FORM-G.

Uploaded ☐

(B.6) Bank Account Particulars as per Form-I

Uploaded ☐

(B.7) Bidder's General information as per Form-H ☐

Uploaded

C) UNDER SECTION - 3

(C.1) Compliance to Bid Requirement as per FORM-B.

Uploaded ☐

(C.2) Reply to commercial questionnaire as per FORM-D with Bidder's reply/ confirmation for each Sl. No.

Uploaded ☐

(C.3) Reply to Technical questionnaire (if enclosed in bidding document) with Bidder's Reply/ Confirmation for each Sl. No.

Uploaded ☐

(C.4) Declaration by Bidder as per FORM-F

Uploaded ☐

(C.5) Unpriced copy of Price Part, i.e., Schedule of Prices with prices [% in case of Percentage tenders or pre-filled tenders] replaced by word "Quoted"

Uploaded ☐

(C.6) Self certificate for not under NCLT/liquidation, court receivership or similar proceedings as per Form-J1

Uploaded ☐

(C.7) Self certificate that the bidder is not on Holiday/ Negative/suspension/banning list of or black listed by any other Central Government Department/ Central Public Sector on due date of submission of bid as per Form-D

Uploaded ☐

(C.8) Undertaking for Non-Engagement of Child Labour as per Form-L

Uploaded ☐

(C.9) Undertaking for Transgression in Terms of Integrity Pact as per Form-K

Uploaded ☐

(D) UNDER SECTION – 4

(D.1) Technical Details/ Documents specified in Bidding Document.

Uploaded ☐ Not Applicable

(E) CONFIRM THE FOLLOWING

(E.1) Master Index of Bidding Document, Compliance Letter for Addendum/ Amendment, if any, duly signed, has been uploaded along with offer.

YES ☐

(E.2) Any Other document(s), as per the requirement of bidding document

YES ☐

(E.3) Blank copy (without price/percentage) of Schedule of Rates duly signed and stamped on each page has been submitted.

YES ☐

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANY SEAL : _____

<To be submitted in Bidder's letter head>

NAME OF WORK	**:**	**MICROTUNNELING WORKS**
BIDDIND DOCUMENT NO.	**:**	**MKK/B988-101-MK-T-9502/2**

COMMERCIAL QUESTIONNAIRE (FORM – D)

Bidder's reply/ confirmation as furnished in the Commercial Questionnaire (CQ) shall supersede the stipulations mentioned elsewhere in their bid.

SL. NO.	EIL'S QUERY	BIDDER'S REPLY/ CONFIRMATION
1.0	**Confirm that your Bid is valid for 04 (Four) months from the Final Bid due date.**	
2.0	Confirm that Bid Security /Earnest Money Deposit (EMD) as per bid stipulations have been furnished along with bid.	
3.0	We confirm that we are not on holiday/ negative list/suspension/banning list of OIL/EIL on due date of submission of bid. In case the bidder is on holiday/ negative list/suspension/banning list of OIL/EIL their offer shall not be considered. **Any wrong declaration in respect of holiday listing shall render the vendor liable for action under the holiday listing policy of OIL/EIL.**	
4.0	We confirm that we are not on holiday/ negative list/suspension/banning list or black list with any Central Government Department/ Central Public Sector on due date of submission of bid. Any wrong declaration in respect of holiday listing shall render the vendor liable for action under the holiday listing policy of OIL/EIL.	
5.0	**Confirm that the following documents are submitted with Part-I:**	
a)	All documents as per CHECK LIST and Bidding document requirement.	
b)	Master Index as issued/ provided in the bidding document is submitted in un-priced part duly signed and stamped on each page.	
c)	Compliance letter for Addendum/ Amendments as a token of acceptance (Applicable, if issued).	
6.0	Confirm that price **(percentage increase/decrease on the estimated cost)** has been uploaded separately on e-Tender portal.	

SL. NO.	EIL'S QUERY	BIDDER'S REPLY/ CONFIRMATION
7.0	**SCHEDULE OF RATES/PRICE**	
a)	Confirm that the Price Part [% in case of Percentage tenders or pre-filled tenders] of e-Bid as per Schedule of Rates format enclosed with Bidding Document has been duly filled in and uploaded at the designated place of the e-tender website.	
b)	Confirm that the quoted price is for complete scope of work, supply of all material, labour, consumables etc. construction, erection, testing, commissioning, performance guarantee test run(s) and supply of spare parts as applicable as per the Scope of Work stipulated in Bidding document.	
8.0	Confirm your compliance to critical stipulations of bidding document as mentioned in ITB.	
9.0	Confirm that you have studied complete Bidding Document including Technical and commercial part and your Bid are in accordance with the requirements of the Bidding Document.	
10.0	Confirm your compliance to total Scope of Work/services mentioned in the Bidding Document.	
11.0	Confirm your acceptance for `Scope of Supply' mentioned in the Bidding Document and confirm that all materials shall be supplied as per Standards and Specification.	
12.0	Confirm your acceptance for Time Schedule/Completion period as mentioned in Bidding Document.	
13.0	Confirm that your bid is in compliance with taxes and duties as specified in SCC & ITB.	
14.0	**Confirm that your quoted price includes all taxes & duties, but exclusive of GST**, in accordance with the provision of General Conditions of Contract (GCC) and Special Conditions of Contract (SCC).	
15.0	Confirm that your **quoted prices are inclusive of Insurance charges** in line with the provisions specified in GCC & SCC. Refer clause no. 48.0 of SCC and clause no. 14.0 of GCC.	
16.0	Confirm that your quoted price includes all types of insurance as per the provisions of General Conditions of Contract and Special Conditions of Contract.	
17.0	Confirm that all costs resulting from safe execution of WORK, such as safety induction, use of protective clothing, safety glasses and helmet, safety precaution taken during monsoon, or any other safety measures to be undertaken by the Contractor for execution of work are included in the quoted rates.	
18.0	Confirm that while submitting your price, you have taken consideration of scope of supplies, scope of work and technical requirement mentioned in Bidding Document.	

SL. NO.	EIL'S QUERY	BIDDER'S REPLY/ CONFIRMATION
19.0	Confirm that you have your own QA/QC programme for executing this work. In case of award of work, you will submit all QA/QC documents as per specification No. 6-78-0001.	
20.0	**Confirm that Bidder is not involved in any Litigation/ Arbitration.** **Or**	
	Confirm that the current Litigation / Arbitration, in which Bidder is involved will not have any impact in work being tendered or in entering into contract during the validity of offer and performing the contract till all the contractual obligations under contract are performed. **Notes:** **a) Evaluation shall be based upon Bidder's confirmation as above and reassessment of their financials provided in their annual balance sheet / profit & loss account due to the self-declaration shall not be carried out by OIL/EIL.** **b) In case bidder affirms that present litigations / arbitrations have impact on their obligations to perform the contract or does not provide the affirmation as above, their bid shall be rejected.**	
21.0	**We confirm that we are not under NCLT/liquidation, court receivership or similar proceedings [refer Proposal Form-J in this regard]** (This is not applicable for Public undertakings). Submission of declaration as per **Proposal Form- J1**	☐ Submitted
22.0	**Confirm the following**	
a)	The planning schedule, S-curves etc., as applicable submitted by the bidder with his Bid, are indicative and shall not be basis for extra compensation in case actual needs are higher.	
b)	Detailed planning schedule developed by CONTRACTOR after contract award may be subject to fluctuations depending upon actual progress of the project and available work front.	
c)	Co-ordination and making available by Contractor of all staff, manpower, construction equipment, tools, cranes, etc. and materials as required for a timely completion of all WORK as per Owner's construction and priority schedule and in accordance with the available work front are included in the quoted rates.	

SL. NO.	EIL'S QUERY	BIDDER'S REPLY/ CONFIRMATION
d)	Confirm your compliance to the Minimum Manpower & Qualification & Experience requirement of Key personnel to be deployed as per SCC.	
23.0	Please note that: i) No Mobilization & Secured Advance shall be paid.	
24.0	Confirm that adequate numbers of construction equipments, tools, tackles etc. shall be deployed to complete the work as per the time schedule.	
25.0	Confirm Compliance to the following: i) Minimum required equipment, tools & tackles to be mobilized as per SCC/Technical Section of Bidding Document ii) Key Construction Manpower to be deployed at site as per SCC/Technical Section of Bidding Document.	
26.0	In case we happen to be the successful Bidder for this work, then in such an eventuality we shall submit a copy of Letter of Acceptance (LOA) duly signed & stamped by authorised signatory in token of our acceptance within 03 (three) days from the date of issue of LOA. We further confirm that the time schedule for completion of work shall be reckoned from the date of issue of LOA.	
27.0	Confirm that you have uploaded the Bid on e-tender portal as per the instructions given in ITB.	
28.0	We confirm that (i) None of our Directors/Partner is a relative of any Director of OIL. (ii) No Director of OIL or his relative is a Partner/Director in our Firm.	
29.0	Please confirm that un-priced copy of Schedule of Rates (SOR)- SP-0 has been submitted in un-priced folder of e-tender portal.	
30.0	**Please confirm that your Bid does not have any deviation to terms and conditions of the Bidding Document and its subsequent amendments, if any.**	

SL. NO.	EIL'S QUERY	BIDDER'S REPLY/ CONFIRMATION
31.0	(a) We confirm that no previous Transgression occurred in the last three years immediately before signing of Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged or with any Public Sector Enterprises in India or any Government Department in India.	
	(b) We further confirm that the above declaration/confirmation are true and accurate in all respects, and not in conflict with the declaration mentioned in our any part of our bid / financial statement/any other document.	

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANY SEAL : _____

FORMAT FOR BIDDER'S QUERIES (FORM–E)

SL. NO.	BIDDING DOCUMENT			SUBJECT	BIDDER'S QUERY	OWNER'S REPLY
	PART / VOL.	PAGE NO.	CLAUSE NO.			

NOTE:

1. Bidder's Queries may be sent by e-mail to (as per contact details provided in IFB/LIB).
2. Technical & Commercial queries, if any, must be submitted separately in editable format as per this format.

<To be submitted in Bidder's letter head>

NAME OF WORK	**:**	**MICROTUNNELING WORKS**
BIDDIND DOCUMENT NO.	**:**	**MKK/B988-101-MK-T-9502/2**

DECLARATION BY THE BIDDER (FORM – F)

We _____ (Name of the Bidder) hereby represent that we have gone through and understood the Bidding Document TECHNICAL AS WELL AS COMMERCIAL REQUIREMENTS and that our Bid has been prepared accordingly in compliance with the requirement stipulated in the said documents.

We are submitting Master Index of Bidding Document as part of our Bid duly signed and stamped on each page in token of our acceptance. We undertake that Bidding Document shall be deemed to form part of our bid and in the event of award of work to us, the same shall be considered for constitution of Contract Agreement. Further, we shall sign and stamp each page of Bidding Document as a token of Acceptance and as a part of the Contract in the event of award of Contract to us.

We further confirm that we have quoted prices **[% increase/decrease]** in Schedule of Prices and uploaded in Price Bid in the prescribed location of the e-tendering website considering entire scope of work as detailed in Bidding Document We confirm that price quoted by us includes price for all works/activities/supply etc. as mentioned in item description of the items in Schedule of Prices (with detailed item description) which has been issued to us.

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANY SEAL : _____

<To be submitted in Bidder's letter head>

NAME OF WORK	**:**	**MICROTUNNELING WORKS**
BIDDIND DOCUMENT NO.	**:**	**MKK/B988-101-MK-T-9502/2**

DETAILS OF P.F. & ESI REGISTRATION (FORM – G1)

Bidder to furnish details of Provident Fund (PF) & ESI Registration:

PF REGISTRATION NO. :

DISTRICT & STATE :

ESI REGISTRATION NO. :

DISTRICT & STATE :

We hereby confirm that the above PF & ESI Account is presently under operation and shall be used for all PF & ESI related activities for the personnel(s) engaged by us in the present work (if awarded to us).

<To be submitted in Bidder's letter head>

PF AND ESI UNDERTAKING (FORM – G2)

NAME OF WORK	**:**	**MICROTUNNELING WORKS**
BIDDIND DOCUMENT NO.	**:**	**MKK/B988-101-MK-T-9502/2**

UNDERTAKING

In case our establishment falls under the purview of PF & ESI Act during the execution of Contract, we shall get our establishment registered under PF & ESI and shall be solely responsible to fulfil the obligation of PF & ESI at no extra cost to Owner / EIL.

BIDDER'S GENERAL INFORMATION (FORM – H)

1-1 Bidder Name: _____

1-2 Number of Years in Operation: _____

1-3 Address of Registered Office: _____

City_____ District _____

State _____ PIN/ZIP_____

1-4 Operation Address
if different from above: _____

_____

City_____ District _____

State _____ PIN/ZIP_____

1-5 Telephone Number: _____

(Country Code) (Area Code) (Telephone Number)

1-6 E-mail address: _____

1-7 Website: _____

1-8 Fax Number: _____

(Country Code) (Area Code) (Telephone Number)

1-9 ISO Certification, if any {If yes, please furnish details}

1-10 Banker's Name : _____

1-11 Branch : _____

1-12 Branch Code : _____

1-13 Bank account number : _____

1-14 GST Registration number : _____

1-15 Offer Ref. no. : _____ dated _____

BANK ACCOUNT PARTICULARS (FORM-I)

1. BIDDER'S NAME :

2. ADDRESS OF BIDDER :

3. PARTICULAR OF BANK ACCOUNT :

a). NAME OF THE BANK

b). NAME OF THE BRANCH

c). BRANCH CODE

d). ADDRESS OF THE BANK

e). 9 DIGIT CODE NUMBER OF THE BANK & BRANCH
(as appearing in MICR Cheque issued by the Bank)

f). TYPE OF ACCOUNT (SB, CURRENT, CASH, CREDIT)

g). ACCOUNT NUMBER

h). WHETHER BRANCH IS RTGS/INTERNET ENABLED
(if yes, then Bank's IFSC Code number)

I hereby declare that the particulars given above are correct and complete and accord our consent for receiving payment through electronic mechanism.

(_____)
Signature of the authorised signatory(ies) & Designation

Place:
Date:

Official seal of the company

BANK CERTIFICATION

Certified that the particulars furnished above are correct as per our records.

Bank's Stamp

Place:
Date:

Signature of the authorised official of the bank

FORM-J: NCLT DECLARATION

Provisions for bidders undergoing proceedings under insolvency and bankruptcy code 2016

(i) Offer from the following type of bidders will not be considered:

(a) Bidders who are undergoing insolvency resolution process or liquidation or bankruptcy proceeding under Insolvency and Bankruptcy Code, 2016 (Code).

(b) Bidders whose resolution process or liquidation or bankruptcy proceeding is initiated under the Code at any stage of evaluation of bid.

(ii) It will be responsibility of the bidder to inform EIL / OIL within 15 (Fifteen) days from the date of order of insolvency resolution process or liquidation or bankruptcy proceeding passed by the Educating Authority namely National Company Law Tribunal (NCLT) or Debt Recovery Tribunal (DRT) under the Code.

(iii) If bidder refuses or fails to share the information regarding their status of insolvency resolution process or liquidation or bankruptcy proceeding in their bid or at any latter stage, their offer is liable to be rejected by EIL/ OIL.

(iv) EIL/ OIL reserve the right to cancel / terminate the contract without any liability on the part of EIL/ OIL immediately on the commencement of insolvency resolution process or liquidation or bankruptcy proceeding of any party under the contract.

(v) EIL/ OIL reserve the right to evaluate and finalise the bid without considering the bid of any party undergoing insolvency resolution process or liquidation or bankruptcy proceeding under the code regardless of the stage of tendering.

A declaration in this regard shall be furnished by the bidder as per format (FORM-J1).

<To be submitted in Bidder's letter head>

FORM J1

DECLARATION ON PROCEEDINGS UNDER INSOLVENCY AND BANKRUPTCY CODE 2016

NAME OF WORK	**:**	**MICROTUNNELING WORKS**
BIDDIND DOCUMENT NO.	**:**	**MKK/B988-101-MK-T-9502/2**

Name of the Bidder : _____

Tender No:

I/ We hereby declare that I/We, M/s_____ , declare that :

(i) I/We am/are not undergoing insolvency resolution process or liquidation or bankruptcy proceeding as on date.

OR

(ii) I/We am/are undergoing insolvency resolution process or liquidation or bankruptcy proceeding as on date as per details mentioned below.

(a) _____

(b) _____

(c) _____

(Attach details in separate sheet)

Note: Strike out either (i) or (ii) as applicable.

It is understood that if this declaration is found to be false, EIL / OIL shall have the right to reject my / our bid, and forfeit the EMD. If the bid has resulted in a contract, the contract will be liable for termination without prejudice to any other right or remedy (including black listing or holiday listing) available to EIL / OIL.

Place: Signature of Bidder

Date: Name of signatory

(On Company Letter Head, to be signed by the duly authorized person)

FORM-K

UNDERTAKING FOR TRANSGRESSION IN TERMS OF INTEGRITY PACT

NAME OF WORK	**:**	**MICROTUNNELING WORKS**
BIDDING DOCUMENT NO.	**:**	**MKK/B988-101-MK-T-9502/2**

I, Mr./Ms. _____, **authorized person on behalf of M/s _____,** signatory of Integrity Pact, hereby declares that No incidence of previous Transgression, conforming to the provisions under Section-5 of the IP format enclosed with the Bidding Document, has come to light/occurred or pending adjudication in the last three years with any other Company, including Public Sector Enterprises, in/outside India that could Justify our exclusion from the tender process.

M/s……., shall be solely responsible for the adherence to the provisions of the Integrity Pact by the Sub-contractor, in case of Sub-Contracting.

We further confirm that the above declaration/confirmation are true and correct in all respects, and not in conflict with the declaration mentioned in any part of our bid / financial statements /any other document.

I, Mr./Ms. . .…… also declare that in case, at a later date, if the declaration submitted in our bid are found to be false, I shall be held responsible for the same and EIL/Owner has every right to take action against me and my company, as deemed fit as per law of the land and provisions of Bidding Document and EIL/Owner's right to put our Company on Suspension/Banning list for future business with EIL/Owner.

Sign & Seal of the Authorised Signatory of Bidder
Name & Designation:
Date:

FORM-L

<To be submitted in Bidder's letter head>

UNDERTAKING FOR NON-ENGAGEMENT OF CHILD LABOUR

NAME OF WORK	:	**MICROTUNNELING WORKS**
BIDDING DOCUMENT NO.	:	**MKK/B988-101-MK-T-9502/2**

I/ We hereby declare that:

a) We are committed to elimination of child labour in all its forms.

b) Neither we nor any of our nominated sub-contractor(s) are engaging Child Labour in any of our work(s) in terms of the provisions of The Child Labour (Prohibition and Regulation) Act, 1986 and other applicable laws.

c) We as well as our nominated sub-contractor(s) undertake to fully comply with provisions of The Child Labour (Prohibition and Regulation) Act, 1986 and other applicable labour laws, in case the work is awarded to us.

d) It is understood that if I/We, either before award or during execution of Contract, commit a transgression through a violation of Article b /c above or in any other form, such as to put my/our reliability or credibility in question, the Owner is entitled to disqualify us from the Tender process or terminate the Contract, if already executed or exclude me / us from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Owner. Such exclusion may be for a period of 1 year to 3 years as per the procedure prescribed in the guidelines for holiday listing of the Owner.

e) I/We accept and undertake to respect and uphold the Owner's absolute right to resort to and impose such exclusion.

Place: Signature of Bidder

Date: Name of Signatory

FORM-M

(TO BE GIVEN ON BIDDER'S LETTERHEAD)

DECLARATION OF BIDDER'S INDIAN INCOME TAX LIABILITY

We, _____, hereby declare that we have no outstanding Indian Income Tax liability

OR

We, _____, hereby declare that we have an outstanding Indian Income Tax liability of Rs._____ (Rupees _____ only) made up as follows:

Assessment Year	Amount
Total:	_____

The said amount(s) is/are outstanding for the following reasons:
(State reasons).

We have furnished the following securities to secure payment(s) of the said outstanding:
(State securities (if any) and amounts secured)

SIGNATURE OF THE BIDDER : _____

NAME OF THE BIDDER : _____

DATE:

FORM-N

FORMAT FOR INDEMNITY BOND

[(TO BE NOTORISED AND ON STAMP PAPER OF APPROPRIATE VALUE (min. Rs. 100)]

To

Oil India Limited (OIL)

Dear Sirs,

WHEREAS OIL having its Registered office at Pipeline Headquarters P.O. Udayan Vihar, Guwahati – 781 171 (hereinafter called "the Indemnified" which expression shall include its successors and assigns) has awarded to M/s…… a Partnership Firm/ Sole Proprietor Business/ a company having its Registered Office at ……. (hereinafter called "the Indemnifier", which expression shall include its successors and assigns) a contract for conditions set out, inter-alia, in "the Indemnified" Purchase Order No. …… dated…….. (hereinafter referred to as "the said Contract") to "the Indemnifier".

AND WHEREAS "the Indemnified" has agreed to supply to "the Indemnifier" raw material/ components to the value of INR…….. (Rupees…… …… only) for incorporation in fabrication by "the Indemnifier" in terms of "the said contract", the components/ raw material to be supplied by "the Indemnified" to "the Indemnifier" for the said fabrication, (hereinafter, or the sake of brevity, referred to as "the said material") and pending fabrication and delivery at job-site of the completed fabricated work(s) incorporating "the said material" and accounting for "the said material" shall be under the sole custody and charge of "the Indemnifier" and shall be kept, stored, altered, worked upon and/ or fabricated at the sole risk and expenses of "the Indemnifier".

As a Pre-condition to the supply of "the said material" by "the Indemnified" to "the Indemnifier", the Indemnified" has required "the Indemnifier" to furnish to "the Indemnified" security in the manner and upon terms and conditions hereinafter indicated:

NOW THEREFORE, in consideration of the premises aforesaid "the Indemnifier" Shri……, Shri……. all Directors/ Partners/ Sole proprietor of "the Indemnifier" in consideration of aforesaid "contract" hereby irrevocably and unconditionally and jointly and severally undertake to indemnify and always keep "the Indemnified" from and against all loss, damage and destruction (inclusive but not limited to any or all loss or damage or destruction to or of "the said material" or any item or part thereof) by theft, fire, flood, storm, tempest, lightning, explosion, storage, chemical or physical action or reaction, bending, wrapping, exposure, rusting, faulty workmanship, faulty fabrication or faulty method of technique of fabrication, riot, civil commotion or other act of omission or commission whatsoever within or beyond the control of "the Indemnifier", misuse and misappropriation by "the Indemnifier's" servants and/or agents whatsoever to, of or in "the said material" or any part or item thereof between the date that the same or relative part or item thereof was supplied to "the Indemnifier" up to and until the return to "the Indemnified" on due dates of "the said material" or relative part or item thereof or completed fabricated work(s) incorporating the said material AND jointly and severally undertake to pay to "the indemnified" forthwith on first demand in writing without protest or demur the value of "the said material" or item part thereof lost, damaged, destroyed, misused and/or misappropriated, as the case may be, inclusive of "the Indemnified" 's cost and expenses (inclusive but not limited to handling, transportation, cartage, insurance, freight, packing and inspection costs and/ or expenses) as specified in the said demand.

AND “the Indemnifier” hereby agree with “the Indemnified” that:

1. This Indemnity shall remain valid and irrevocable until the settlement of all claims of “the Indemnified” arising hereunder.

2. This Indemnity shall be in addition to any other Indemnity, Guarantee or Security whatsoever that “the Indemnified” may now or any time anywise have in relation to “the Indemnifier” ‘s obligations/ liabilities under and/ or in connection with the said contract inclusive of “the said material” and “the Indemnified” shall have full authority to take recourse to or enforce this security in preference to the other security (ies) at its sole discretion, and no failure on the part of “the Indemnified” in enforcing or requiring enforcement of any other security shall have the effect of releasing “the Indemnifier” from its full liability hereunder:

3. “The Indemnified” shall be at liberty without reference to “the Indemnifier” and without affecting the full liability of “the Indemnifier” hereunder to take any other such security in respect of “the Indemnifier’s” obligations and/or liabilities under or in connection with the “said contract” inclusive of “the said material” and to vary the terms vis-a-vis “the Indemnifier” of “the said contract” or to grant time and/or indulgence to “the Indemnifier” or to reduce or to increase or otherwise vary the prices or the total contract value or the quantity, quality, description or value of the said material or to release or to forbear from endorsement of all or any of the obligations of “the Indemnifier” under the said contract (inclusive of anything in respect of “the said material”) and/or to remedies of “the Indemnified” under any other security (ies) now or hereinafter held by “the Indemnified” and no such dealing(s), variations(s), reduction(s), increase (s) or other indulgence (s) or arrangement(s) with “the Indemnifier” or release “the Indemnifier” from their full liability to “the Indemnified” hereunder or of anywise prejudicing rights of “the Indemnified” against “the Indemnifier” and “the Indemnifier” hereby waive all rights, if any, at any time, inconsistent with the terms of this Indemnity.

4. This Indemnity shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or bankruptcy or insolvency of “the Indemnifier” and the obligations of “the Indemnifier” in terms hereof shall not be anywise affected or suspended by reason of any dispute or disputes having been raised by “the Indemnifier” (whether now pending before any Arbitrator, Officer, Tribunal or Court) or any denial of liability by “the Indemnifier” or any other order or communication whatsoever by “the Indemnifier” or any other order or communication whatsoever by “the Indemnifier” stopping or preventing or purporting to stop or prevent any payment by “the Indemnifier” to “the Indemnified” in terms hereof.

5. The mere statement made by or on behalf of “the Indemnified” in any notice or demand or other writing addressed to “the Indemnifier” as to any of “the said material” or item or part thereof supplied to “the Indemnifier” having been lost, damaged, destroyed, misused or misappropriated while in the custody of “the Indemnifier” before or after completion of the completed fabricated work(s) incorporating “the said material” and delivery at job site thereof shall as between “the Indemnifier” and “the Indemnified” be conclusive of the factum of “the said material” or item or part thereof having been supplied to “the Indemnifier” and/or the loss, damage, destruction, misuse or misappropriation thereof, as the case may be, while in the custody of “the Indemnifier” and/or prior to the completion of the completed fabricated work(s) and delivery to job site thereof without necessity on the part of “the Indemnified” to produce any documentary proof or other evidence whatsoever in support of this.

6. The amount stated in any notice of demand addressed by “the Indemnified” to “the Indemnifier” as the value of any of “the said material”, lost, damaged, destroyed or misused or misappropriated, inclusive relative to the cost and expenses incurred by “the Indemnified” in connection therewith shall as between “the Indemnifier” and “the Indemnified” be conclusive of the value of such “said material” and the said costs and expenses as also of the amount liable to be paid by “the Indemnifier” to “the Indemnified” in

terms and for the purpose of, without necessity for “the Indemnified” to produce any voucher, bill or other documentation or evidence whatsoever in support thereof.

In witness whereof “the Indemnifier” have hereunto set and subscribed his hand this day and year first hereinabove written in the presence of witnesses.

Yours faithfully,

1.

2.

3.

WITNESSES:

1.

2.

FORM-O

Fixed Deposit Receipt (FDR) as CPBG:

(i) The Fixed Deposit Receipt (FDR) submitted by Vendor/Contractor from a Bank based in India shall be duly pledged / lien in favour of "Oil India Limited" (OIL).

The FDR shall be in the name of the Oil India Limited A/c .....(Name of Vendor/Contractor) and the Vendor/Contractor cannot encash / pre-mature this FDR without the discharge letter / NOC/approval of OIL. However, OIL can encash this FDR without the approval of the Vendor/Contractor in case of non-compliance of the terms of the order/contract.

The original FDR shall be accompanied by a confirmation letter in original on letter head from the issuing bank to OIL as per the format of "**Third Party Deposit Confirmation Letter**" placed as **Annexure ….**

Note : FDR (free from any encumbrance payable at place mentioned in BDS) along with original confirmation letter in the manner mentioned above shall be submitted by the Vendor/Contractor within 30 days of the receipt of the notification of award/ FOA from OIL.

Here **Bank** means - Any Indian scheduled Bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of "Fixed Deposit'' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the "Fixed Deposit'' itself or separately on its letterhead. OIL will verify the Fixed Deposit Receipt from issuing bank.

(ii) The FDR submitted should have a validity of at least 'three [03] months' beyond the Defect Liability Period.

(iii) Any dispute arising out of or in relation to the said FDR shall be subject to the exclusive jurisdiction of courts at New Delhi.

(iv) FDR in Original and Third-Party Deposit Confirmation Letter in Original has to be kept in Custody of OIL.

Third Party Deposit Confirmation Letter

Date: _ _/_ _/_ _ _ _

To,
Oil India Limited,
…….
…….
……..

Dear Sir/ Madam,

Sb: Issuance of Cumulative FDR..... amounting to ₹.....valid till.....

It is hereby certified that Cumulative Fixed Deposit Receipt (FDR) bearing number.....dated..... amounting to ₹..... (Amount in figure and words) has been issued by ..... (Name of the Bank) branch address..... The maturity value is ₹..... on dated.....

This FDR has been issued on the request of M/s.....(Name of the contractor) under the PO no. / W.O. No/Tender no.. .....…This FDR can be encashed/ redeemed without any consent/ letter from the contractor M/s.....(Name of the contractor) on the demand by Oil India Limited and the payment will be made to Oil India Limited excluding the interest earned thereon. The Contractor cannot encash/ premature above FDR unless above original FDR is accompanied by the discharge letter/NOC/approval of OIL.
If the FDR is not withdrawn, till date of maturity, it may be renewed or treated as instructed by the Contractor & OIL for renewal.

This FDR has been issued by authorized signatory of the Bank.
For or on behalf of ..... [Name of the Bank & Branch details (Including IFS Code)]
Signature……..

Name:……
Designation:……
Contact no. ……
Email Id. ……
Stamp of Bank…….

Note:

(i) This letter forms an integrated part of FDR

(ii) In case confirmation is required, the communication can be send to the following:

Details for confirmations (including Address, Email Id, IFS Code and contact no.)

INTEGRITY PACT

Between

Oil India Limited (OIL) hereinafter referred to as "The Principal"

And

(Name of the bidder).....hereinafter referred to as "The Bidder"

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for ----------. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organization "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process for compliance with the principles mentioned above.

Section: 1 -Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

(i) No employee of the Principal, personally or through family members, will in connection with the tender for, or during execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

(ii) The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process.

(iii) The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which

P.1

Page 105 of 1794 : B988-TENDER DOC-B988-101-83-44-MK-T-9502 : Rev. A

is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officers and in addition can initiate disciplinary actions.

Section: 2 -Commitments of the Bidder~~/Contractor~~

(1) The Bidder commits itself to take all measures necessary to prevent corruption. During his participation in the tender process, the Bidder commits himself to observe the following principles:

(i) The Bidder will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during subsequent contract execution, if awarded.

(ii) The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

(iii) The Bidder (s) will not commit any offence under the relevant Anticorruption Laws of India, further, the Bidder (s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(iv) The Bidder will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(v) Bidders to disclose any transgressions with any other public/government organization that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgressions (s) is/are to be reported by the bidders shall be the last **three years** to be reckoned from date of bid submission. The transgression (s), for which cognizance was taken even before the said

Page 106 of 1794 : B988-TENDER_DOC-B988-101-83-44-MK-T-9502 : Rev. A

period of three years, but are pending conclusion, shall also be reported by the bidders.

(vi) The Bidder (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.

(vii) Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act;

(2) The Bidder will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(3) The Bidder signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

Section 3 -Disqualification from tender process and exclusion from future Contracts

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or risibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process for such reason.

1. If the Bidder has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 2 years.

2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

3. If the Bidder can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal

Page 107 of 1794 : B988-TENDER DOC-B988-101-83-44-MK-T-9502 : Rev. A

may revoke the exclusion prematurely.

4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties or as mentioned in Section 9-Pact Duration whichever is later. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

Section 4 -Compensation for Damages

(1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.

(2) The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder can prove and establish that the exclusion of the Bidder from the tender process has caused no damage or less damage than the amount or the liquidated damages, the Bidder shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 -Previous transgression

(1) The Bidder declares that no previous transgression occurred in the last 3 years with any other company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process for such reason.

Section: 6 -Equal treatment of all Bidders/Contractor/Subcontractors

(1) The Principal will enter into Pacts on identical terms with all bidders and contractors.

(2) The Bidder undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section: 7 -Criminal charges against violating Bidders/Contractors/ Subcontractors

Page 108 of 1794 : B988-TENDER DOC-B988-101-83-44-MK-T-9502 : Rev. A

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section: 8 -External Independent Monitor/Monitors

(1) The Principal appoints competent and credible Independent External Monitor (IEM) for this Pact.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

(3) The Bidder accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder. The Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder. The parties offer the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder to present its case before making its recommendations to the Principal.

(6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

P.5

Page 109 of 1794 : B988-TENDER DOC-B988-101-83-44-MK-T-9502 : Rev. A