

OIL INDIA LIMITED
(A Government of India Enterprise)
CONTRACTS DEPARTMENT
P.O. DULIAJAN - 786602

CORRIGENDUM-1

GeM Bid No. GEM/2022/B/2442199

This Corrigendum No. 1 dated 25.08.2022 to GeM Bid No. GEM/2022/B/2442199 for "**Hiring of Services for Operation and Maintenance of Effluent Treatment Plant (ETP) at OIL Hospital, Duliajan for a period of 03 years**" is issued to notify the following:

- (1) The Sl Nos. of the Proformas have been amended. **Modified Proformas** is attached herewith.

The amendment mentioned herein shall prevail over the contradictory clauses in the NIT. All others terms and conditions of the Bid Document remain unchanged. Details can be viewed at www.oil-india.com.


SR. OFFICER - CONTRACTS (S)

BID FORM

To
M/s Oil India Limited,
P.O. Duliajan, Assam, India

Sub: Hiring of Services for Operation and Maintenance of Effluent Treatment Plant (ETP) at OIL Hospital, Duliajan for a period of 03 years.

Gentlemen,

Having examined the General and Special Terms & Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the work / services in conformity with the said conditions of Contract and Terms of Reference for the sum quoted in our bid.

We undertake, if our Bid is accepted, to commence the work as per the terms & conditions set out in the subject tender.

If our Bid is accepted, we will submit the Performance Security Deposit as specified in the tender document for the due performance of the Contract.

We agree to abide by this Bid for a period of **80 (Eighty) days** from the date of Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your notification of award shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this _____ day of _____ 2021.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

STATEMENT OF NON-COMPLIANCE (IF ANY)

(Only exceptions/deviations to be rendered)

1.0 The Bidder shall furnish detailed statement of **exceptions/deviations**, if any, to the IFB stipulations, terms and conditions in respect of each Section of Bid Document in the following format:

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks

Signature of Bidder: _____

Name: _____

NOTE: OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document, the same should be indicated as per above format and submit along with their bids. If the **“Statement of Non-Compliance”** in the above Proforma is left blank (or not submitted along with the Bid), then it would be construed that the bidder has not taken any exception/deviation to the IFB requirements.

PROFORMA LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

**To
GM-CONTRACTS (HoD)
Contracts Department
P.O. DULIAJAN-786602
Assam, India**

Sir,

I/We _____ confirm that Mr. _____ (Name and address) as authorised to represent us during bid opening on our behalf with you against the tender for **Hiring of Services for Operation and Maintenance of Effluent Treatment Plant (ETP) at OIL Hospital, Duliajan for a period of 03 years.**

Yours faithfully,

Authorised Person's Signature: _____

Name: _____

Signature of Bidder: _____

Name: _____

Date: _____

PROFORMA FOR LETTER OF AUTHORITY

TO
GM-CONTRACTS (HoD)
Contracts Department
P.O. DULIAJAN PIN-786602
Dist. Dibrugarh, Assam, India

Dear Sir,

SUB: LETTER OF AUTHORITY

We, _____ of _____
confirm that Mr. _____
_____ (Name and Address) is authorised to represent us to Bid,
negotiate and conclude the agreement on our behalf with you against IFB for
Hiring of Services for Operation and Maintenance of Effluent Treatment Plant
(ETP) at OIL Hospital, Duliajan for a period of 03 years for any commercial /
legal purpose etc.

We confirm that we shall be bound by all and whatsoever our said
representative shall commit.

Authorised Person's Signature: _____

Name: _____

Yours faithfully,

Signature: _____

Name & Designation _____

For & on behalf of _____

NOTE: This letter of authority shall be on printed letter head of the bidder, and shall be signed by a person competent and having the power of attorney (Power of attorney shall be annexed) to bind such Bidder.

**[TO BE FILLED-UP / SUBMITTED BY THE VENDOR ON ITS LETTER HEAD FOR
E-REMITTANCE]**

Name:

FULL Address:

Phone Number:

Mobile Number:

E-mail address:

Fax Number:

Bank Account Number (in which the Bidder wants remittance against invoices):

Bank Name:

Branch:

Address of the Bank:

Bank Code:

IFSC/RTGS Code of the Bank:

NEFT Code of the Bank:

PAN Number:

GST Registration Number:

Signature of Bidder with Official Seal

PROFORMA-VI

Format of undertaking by Bidders towards submission of authentic information/documents (To be typed on the letter head of the bidder)

Ref. No. _____

Date _____

Sub: Undertaking of authenticity of information/documents submitted

Ref.: Your IFB for Hiring of Services for Operation and Maintenance of Effluent Treatment Plant (ETP) at OIL Hospital, Duliajan for a period of 03 years.

**To,
The GM-Contracts (HoD)
Contracts Department,
OIL, Duliajan**

Sir,

With reference to our quotation against your above-referred tender, we hereby undertake that no fraudulent information / documents have been submitted by us.

We take full responsibility for the submission of authentic information / documents against the above cited bid.

We also agree that, during any stage of the tender / contract agreement, in case any of the information/documents submitted by us are found to be false / forged / fraudulent, OIL has right to reject our bid at any stage including forfeiture of our EMD and /or PBG and /or cancel the award of contract and/or carry out any other penal action on us, as deemed fit.

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

**(TO BE EXECUTED BY THE AUTHORIZED SIGNATORY OF THE BIDDER ON
THE OFFICIAL LETTER HEAD OF THE BIDDER)**

CERTIFICATE OF COMPLIANCE TO FINANCIAL CRITERIA

Ref.: Note 'B.' under Clause 1.2 Financial Criteria of BEC-BRC / PQC

I _____ the authorized signatory(s) of
_____ (Company or Firm name with address) do
hereby solemnly affirm and declare/ undertake as under:

**The balance sheet / Financial Statements for the financial year _____
have actually not been audited as on the Original Bid Closing Date.**

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

Note: This certificate is to be issued only considering the time required for preparation of Financial Statements i.e. if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the Original Bid Closing Date.

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

TO BE ISSUED BY PRACTISING **CHARTERED ACCOUNTANTS' FIRM** ON THEIR LETTER HEAD

TO WHOM IT MAY CONCERN

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

YEAR	TURN OVER In INR (Rs.) Crores	NET WORTH In INR (Rs.) Crores

Place:

Date:

UDIN:

Seal:

Membership Code & Registration No.:

Signature

To,

**GM-CONTRACTS
OIL INDIA LIMITED
DULIAJAN-786602**

SUB: SAFETY MEASURES

Description of work/service: Hiring of Services for Operation and Maintenance of Effluent Treatment Plant (ETP) at OIL Hospital, Duliajan for a period of 03 years.

Sir,

We hereby confirm that we have fully understood the safety measures to be adopted during execution of the above contract and that the same have been explained to us by the concerned authorities. We also give the following assurances.

a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.

b) The names of the authorized persons who would be supervising the jobs on day to day basis from our end are the following:

i) _____

ii) _____

iii) _____

The above personnel are fully familiar with the nature of jobs assigned and safety precautions required.

c) Due notice would be given for any change of personnel under item(b) above.

d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations, 1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.

f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

Contd..... P/2

PROFORMA-IX

g) We shall abide by the HSE (Health, Safety & Environmental) points listed in
STC, Section-II, Clause No. 13.0.

(Seal)

Yours Faithfully,

Date _____

M/s. _____
FOR & ON BEHALF OF CONTRACTOR

BID SECURITY DECLARATION

(To be submitted on Bidder's letter head)

**To,
GM-CONTRACTS (HOD)
OIL INDIA LIMITED
P.O. DULIAJAN – 786602
Assam, India**

IFB for Hiring of Services for Operation and Maintenance of Effluent Treatment Plant (ETP) at OIL Hospital, Duliajan for a period of 03 years.

- 1.0 I/We understand that, according to your Tender conditions, bids must be supported by a 'Bid Security' in the form of a 'Bid-Securing Declaration'.
- 2.0 I/We the undersigned hereby declare that if we withdraw or modify our Bids during the period of its validity, or if we are awarded the contract and fail to sign the contract, or we fail to submit performance security before the deadline defined in the Tender document; we will be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.

For M/s _____ (name of the firm here)

Signature of Authorized Signatory

Name: _____

Designation: _____

Phone No.: _____

Place: _____

Date: _____

(Affix Seal of the Organization here, if applicable)

FORMAT OF PERFORMANCE BANK GUARANTEE

(TO BE FURNISHED BY THE CONTRACTOR IN CASE OF SUBMITTING PERFORMANCE SECURITY IN THE FORM OF BANK GUARANTEE AFTER ISSUE OF LOA)

To,
M/s. OIL INDIA LIMITED,
CONTRACTS DEPARTMENT
DULIAJAN, ASSAM, INDIA, PIN – 786602

WHEREAS _____ (Name and address of Contractor) (hereinafter called “Contractor”) had undertaken, in pursuance of Contract No. _____ to execute (Name of Contract and Brief Description of the Work) _____ (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee as security for compliance with Contractor’s obligations in accordance with the Contract.

AND WHEREAS we (May incorporate the Bank Name) have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total of (Amount of Guarantee in figures) _____ (in words _____), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or arguments, 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 Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor 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 _____ day of _____

The details of the Issuing Bank and Controlling Bank are as under:

- A. Issuing Bank:
BANK FAX NO:
BANK EMAIL ID:
BANK TELEPHONE NO:
IFSC CODE OF THE BANK:

Contd.....P/2

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

Name of the Contract Person at the Controlling Office with Mobile No. and e-mail address:

Notwithstanding anything contained herein:

- a) Our liability under this Bank Guarantee shall be restricted up to Rs.....
- b) This guarantee shall be valid till
- c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before(Date of Expiry of BG PLUS one year claim period).
- d) At the end of the claim period that is on or after (Date of expiry of the Bank Guarantee Plus Minimum of 1 year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by Bank.

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS _____
Designation _____
Name of the Bank _____
Address _____

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

a. The Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:

- (i) MT 760 / MT 760 COV for issuance of Bank Guarantee
- (ii) MT 760 / MT 767 COV for amendment of Bank Guarantee

The above message / intimation shall be sent through SFMS (indicating the Contract Number) by the BG issuing bank branch to HDFC Bank, Duliajan Branch; IFS Code – HDFC0002118; SWIFT Code – HDFCINBBCAL; Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602.

Contd.....P/3

- b. Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.
- c. Further correspondence against BG towards Performance Security must contain the Contract Number.

UNDERTAKING BY VENDOR ON SUBMISSION OF BANK GUARANTEE

**To,
Oil India Limited
Contracts Department
Duliajan, Assam - 786602**

We, M/s..... are submitting the Bid Security/ Performance Security (strike out whichever not applicable) in favour of Oil India Limited, Duliajan in the form of bank guarantee bearing Reference No.for an amount of INR..... valid up to as per terms and conditions of Tender / Contract No.

BG issuing bank details:

Bank:	
Branch:	
IFS Code:	
Contact Details	
E-mail Addresses:	Mobile No.:
	Telephone No.:
	Fax No.:
Correspondence Address	
H No/Street/City:	State:
	Country:
	Pin Code:

Declaration:

We have arranged to send the confirmation of issuance of the bank guarantee via SFMS portal through our bank using the details mentioned in the tender and hereby confirming the correctness of the details mentioned.

Authorized Signature: _____

Name: _____

Vendor Code: _____

Email ID: _____

Mobile No.: _____

Enclosure: Original bank guarantee

TECHNICAL EVALUATION SHEET FOR BEC/BRC

Sl. No.	Clause No of BEC/BRC	Description	Bidders Remarks (Complied / Not Complied / Deviation)	Bidder to indicate the following to support the remarks/ compliance	
				Name of File as uploaded in GeM-portal	Relevant Page No. of the file
1	BEC Clause No. 1.1 (Technical Criteria)	<p>1.1.1 Bidder must have experience of successfully completing at least one SIMILAR work of</p> <p>i) minimum value of Rs 3,81,114.00 (Rupees Three Lakhs Eighty One Thousand One Hundred and Fourteen Only)</p> <p align="center">OR</p> <p>ii) minimum Capacity of 18 KLPD ETP for a minimum period of 01 (One) year and 06 (Six) months</p> <p>under single contract during the last 07 (Seven) years reckoned from the original bid closing date with PSUs/Central Government/State Government Organization/Public Limited Company/State Government hospital or an ISO/NABH Certified hospital.</p> <p>1.1.2 Bidder must:</p> <p>i) Be recognized by the State Pollution Control Board.</p> <p>ii) Have their own chemical laboratory to analyse samples from ETP.</p> <p>iii) Be ISO certified.</p> <p>Further the bidder must submit relevant certificates/documents in support of the aforesaid clause:</p> <p>a. Certificate of recognition of laboratory by Pollution Control Board</p>			

		<p>[for Clause 1.1.2 (i) & (ii)]</p> <p>b. ISO certificate [for Clause 1.1.2 (iii)]</p>			
2	<p>Notes to BEC Technical Criteria Clause 1.1.1 above:</p>	<p>A. "SIMILAR work" mentioned above means “Supply, installation & commissioning’ or ‘execution of operation & maintenance’ of an Effluent Treatment Plant (ETP)”.</p>			
		<p>B. For proof of requisite Experience (refer Clause No. 1.1.1), the following documents / photocopy (self-attested / attested) must be submitted along with the bid:</p> <p>(i) Contract document / LoA / WO showing details of work, AND (ii) Job Completion Certificate showing:</p> <p style="padding-left: 40px;">(a) Gross value of job done/ capacity of the ETP (whichever is applicable). (b) Nature of job done and Work order no. / Contract no. (c) Contract period and date of completion</p> <p style="text-align: center;">OR</p> <p>SES (Service Entry Sheet) / Certificate of Payment (COP) issued by the company indicating the following:</p> <p style="padding-left: 40px;">(a) Work order no. / Contract no. (b) Gross value of jobs done/ capacity of the ETP (whichever is applicable). (c) Period of Service (d) Nature of Service</p>			
		<p>C. Only Letter of Intent (LOI) / Letter of Award (LOA) and/ or Work Order(s), Job Completion certificate are not acceptable as evidence of experience. However, if Letter of Intent (LOI) / Letter of Award (LOA) and/ or Work Order(s) are issued from OIL, then the same will be considered as evidence subject to successful verification with OIL’s own</p>			

	records of execution.			
	<p>D. Mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of volume & value/ period (whichever is applicable), as stipulated respectively under Clause Nos. 1.1.1 will only be treated as acceptable experience.</p>			
	<p>E. Following work experience will also be taken into consideration:</p> <p>(a) If the prospective bidder is executing SIMILAR work which is still running and the contract value/period of job (whichever is applicable) executed prior to original bid closing date is equal to or more than the minimum prescribed value/ period mentioned in Clause No. 1.1.1.</p> <p>(b) In case the start date of the requisite experience is beyond the prescribed 07 (seven) years reckoned from the original bid closing date but completion is within the prescribed 07 (seven) years reckoned from the original bid closing date.</p> <p>(c) If the prospective bidder has executed a contract in which SIMILAR work is a component of the contract.</p> <ul style="list-style-type: none"> • In case the document submitted as per Para B. above are not sufficient to establish the value/quantity/period of the SIMILAR work against Para E, (a), (b) & (c) above the bidder shall also have to submit the breakup of the works executed under such contract(s) clearly indicating the value / quantity / period of SIMILAR work which should be certified by the end user or a certificate issued by a practicing Chartered / Cost Accountant Firm (with Membership Number & Firm Registration Number). 			
	<p>F. Experience of executing SIMILAR work through 'sub-contracting' shall not be considered for evaluation.</p>			

		G. SIMILAR work executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC.			
3	BEC Clause No. 1.2 (Financial Criteria)	<p>(i) Annual Financial Turnover of the bidder in any of preceding 03(three) financial years, reckoned from the original bid closing date should be Rs 2,28,669.00 (Two Lakhs Twenty Eight Thousand Six Hundred and Sixty Nine Only) only.</p> <p>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 (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91).</p>			
		<p>(ii) Net worth of bidder must be positive for preceding financial/ accounting year.</p> <p>NOTE: The Net worth to be considered against the clause above, should be read in conjunction with the definition of Net worth as mentioned in Section 2 (57) of The Companies Act, 2013. Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium – Aggregate value of accumulated losses (excluding revaluation reserves) – deferred expenditure – Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation".</p>			
4	Note to BEC Clause No. 1.2	<p>A. For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid:</p> <p>(i) A certificate* issued by a practicing Chartered / Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual</p>			

	<p>turnover & Net worth as per format prescribed in PROFORMA-VIII.</p> <p style="text-align: center;">OR</p> <p>(ii) Audited Balance Sheet along with Profit & Loss account.</p> <p>*Note:</p> <ul style="list-style-type: none"> • Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019 by Chartered Accountant in Practice. • In case the bidder is a Central Govt. organization / PSU /State Govt. organization / Semi-State Govt. Organization or any other Central / State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidences for the same. <p>B. Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months / within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) 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 undertaking in support of the same along with their technical bid as per</p>			
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		PROFORMA-VII. C. In case the bidder is a Government Department, they are exempted from submission of documents mentioned under para A. and B. above.			
5	BEC Clause No. 1.3.1	Price bids shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive. A substantially responsive bid is one that meets the terms and conditions of the Tender and / or the acceptance of which bid will not result in indeterminate liability on OIL.			
6	BEC Clause No. 1.3.2	Bidders are required to quote for all the items as per Price Bid Format/BOQ. In case the bidder does not quote against any of the line items, the total bid value shall be considered as inclusive of the cost of the service/item.			
7	BEC Clause No. 1.3.3	The bidders are advised not to offer any discount / rebate separately and to offer their prices in the Price Bid Format after considering discount / rebate, if any.			
8	BEC Clause No. 1.3.4	Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.			
9	BEC Clause No. 1.3.5	The inter-se-ranking of the techno-commercially qualified bidders will be determined on overall lowest cost basis (L-1 offer) i.e. considering the Total quoted price inclusive of all liabilities and GST (CGST & SGST/UTGST or IGST) that the bidders enter in the "Offer Price" field against the GeM portal.			
10	BEC Clause No. 1.3.6	Based on the evaluation of techno-commercially qualified bidders, the service will be awarded to the L-1 bidder.			

11	BEC Clause No. 1.3.7	Service is not splittable. Based on the evaluation of techno-commercially qualified bidders, the entire scope of service will be awarded to the L-1 bidder only			
11	BEC Clause No. 1.3.8	In case of identical overall lowest offered rate by more than 01 (one) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price in accordance with GeM GTC.			
12	BEC Clause No. 1.3.9	Quoted unit rates against each Line Item of the price bidding format shall be considered only upto 02 (two) decimal places without rounding off for evaluation.			
13	BEC Clause No. 1.3.10	OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.			
14	BEC Clause No. 1.3.11	Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids will be evaluated based on total price including GST.			
15	BEC Clause No. 1.4	<p>MSEs Units (Manufacturers/Service Providers only and not their dealers/distributors) are eligible for Purchase Preference as mentioned below:</p> <p>(a) In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.</p> <p>(b) In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.</p>			

		<p>(c) Documentation required to be submitted by MSEs: The bidder should declare in PROFORMA – XV of this tender, in case the bidder wants to avail MSE Purchase Preference.</p> <p>Categorisation and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 and amendment vide Gazette Notification no. CG-DL-E-16062021-227649 dated 16.06.2021 and No. CG-DL-E-19012022-232763 dated 19.01.2022 and CG-DL-E-06052022-235600 dated 06.05.2022 issued by Ministry of Micro, Small and Medium Enterprise. The existing enterprises registered under EM-PART-II or UAM till 30.06.2020 shall continue to be valid only to 30th June, 2022.</p> <p>The Bidder claiming as MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against this tender has to submit the following documents for availing the benefits applicable to MSEs:</p> <p>i. Udyam Registration Number with Udyam Registration Certificate. OR</p> <p>ii. Proof of registration with District Industry Centres or Khadi and Village Industries Commission or Khadi and village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Adhar registration or registration with any other body specified by ministry of MSME.</p> <p>NOTE: In case bidding MSE is owned by Schedule Caste or Schedule Tribe Entrepreneur or Woman Entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC / ST entrepreneur / Woman Entrepreneurs should also be enclosed.</p>			
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16	BRC Clause No. 2.1	Bids are invited under Single-Stage Two-Bid System i.e. Un-priced Techno-Commercial Bid and Price Bid separately. The Un-priced techno-commercial bid (or Technical bid) must comprise of all the technical documents substantiating the previous experience, financial & technical credentials of the bidder and any other document as asked for in the bid document. There should not be any indication of price in the Technical bid; otherwise, the bid shall be rejected straightway.			
17	BRC Clause No. 2.2	<p>The bidders must enter an all-inclusive price (including GST) against the “OFFER PRICE” field while creating their response against the tender in GeM portal. Computation of the above-mentioned all-inclusive price must be done as per the Price Bid Format enclosed along with the BOQ. The duly filled 'PRICE BID / FINANCIAL DOCUMENT' in electronic form must be submitted by the bidders in GeM Portal only along with the Financial Bid, at the designated tab of the GeM Portal. Any Financial Bid without the duly filled Price Bid may be liable for rejection.</p> <p>Note: The breakup of the quoted/offered price i.e. the duly filled Price Bid Format MUST NOT be uploaded with the technical bid; otherwise the bid shall be rejected straightway.</p>			
18	BRC Clause No. 2.3	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.			
19	BRC Clause No. 2.4	Bidders are required to quote for all the items as per Price Bid Format; otherwise the offer of the bidder will be straightaway rejected.			

20	BRC Clause No. 2.5	Bid Security is not applicable against this tender. However, bidders shall submit along with their bid a signed “Bid Security Declaration” (PROFORMA-X) accepting that, if they withdraw or modify their bids during the period of validity; or if they are awarded the contract and they fail to sign the contract; or if they fail to submit Performance Security before the deadline defined in the NIT; they will be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.			
21	BRC Clause No. 2.6	Bid Documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the bid document has been issued.			
22	BRC Clause No. 2.7	Any bid received in the form of Physical document / Telex / Cable / Fax / E-mail will not be accepted.			
23	BRC Clause No. 2.8	Bids shall be typed or written in indelible ink. Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initialed by the authorized signatory. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.			
24	BRC Clause No. 2.9	Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.			
25	BRC Clause No. 2.10	There should not be any indication of price in the Un-priced Techno-Commercial Bid. A bid will be straightway rejected if this is given in the Un-priced Techno-Commercial Bid.			
26	BRC Clause No. 2.11	Bid received with validity of offer less than 80 (Eighty) days from the date of Technical Bid opening will be rejected. Bidder must submit a declaration regarding bid validity as per the format prescribed in PROFORMA-I .			

27	BRC Clause No. 2.12	<p>Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:</p> <ul style="list-style-type: none"> (i) Firm price (ii) Bid Security Declaration (iii) Period of validity of Bid (iv) Price Schedule (v) Performance Bank Guarantee / Security deposit (vi) Delivery / Completion Schedule (vii) Scope of work (viii) Guarantee of material / work (ix) Liquidated Damages clause (x) Tax liabilities (xi) Arbitration / Resolution of Dispute Clause (xii) Force Majeure (xiii) Applicable Laws (xiv) Specifications (xv) Integrity Pact (Not Applicable for this tender) 			
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COMMERCIAL CHECK LIST**Bidder's Name:** _____

This Questionnaire duly filled in should be returned along with each copy of Un-priced Bid. Clauses confirmed hereunder should not be repeated in the Bid.

Sl. No.	Description	Bidder's Confirmation
1.	Structure of the bidding firm: (Kindly specify whether the firm is a Proprietorship firm/ Partnership firm etc.)	
2	Bidder's name and address:	
3.	It is noted that deviations to Terms & Conditions shall lead to rejection of offer, as specified in the Tender.	
4.	Ensure and confirm that prices quoted in 'Schedule of Rates', are for complete scope of work as defined in the tender	
5.	Indicate SAC Code Indicate rate of GST applicable.	SAC Code: GST%
8.	Confirm that the offer shall remain valid for acceptance up to 80 (Eighty) days from original Bid Due Date / Date of opening of bids.	
9.	Whether Mobilization and Completion period of contract is complied?	
10.	Confirm that quoted prices shall remain firm and fixed until completion of the contract, except as otherwise mentioned in the bid document.	
11.	Confirm that you have submitted all documents as mentioned in the Tender/Annexures	
12.	Confirm acceptance to all terms & conditions of the Tender.	

13.	Confirm that all correspondence must be in English Language only.	
14.	Indicate Name & Contact No. (Telephone/Fax/E-mail) of person signing the bid.	Name: Contact No.: Fax: Email:
15.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
16.	Please indicate the following: (i) PAN No. (ii) GST Regn. No.	
17.	Applied for MSE Purchase Preference Policy? (PP-MSE)	

Bidder confirms that in case of conflicting version of various terms & conditions at different places, the confirmation furnished as above shall be considered over-riding and final and any other deviation indicated elsewhere shall be treated as redundant.

Signature _____

Name _____

Designation _____

Office Stamp _____

UNDERTAKING TOWARDS PURCHASE PREFERENCE

**TO
GM-CONTRACTS (HoD)
Contracts Department
P.O. DULIAJAN PIN-786602
Dist. Dibrugarh, Assam
India**

Dear Sir,

SUB: OIL's IFB for Hiring of Services for **Hiring of Services for Operation and Maintenance of Effluent Treatment Plant (ETP) at OIL Hospital, Duliajan for a period of 03 years.**

We_____ (Name of the bidder) have submitted bid against the subject tender. We are eligible and shall avail benefit of Purchase Preference under the policy **PP-MSE**.

Yours faithfully,

Signature: _____

Name & Designation _____

For & on behalf of _____