**PART-1**

**INSTRUCTIONS TO BIDDERS (ITB)**

**1.0** Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

**1.1** Bidders are advised to have a thorough reconnaissance of the area, to know the terrain and get themselves fully acquainted with details of surface topographic features, fair weather slot, weather conditions, working culture in the area, socio-political environment, security aspects and law of the land, prior to submitting their bids. This will also help them to judiciously select proper inputs for successful execution of the project. However, all such related expenses shall be to bidder’s account. The bidders shall be deemed, prior to submitting their bids, to have satisfied themselves all the above aspects and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

**A. BID DOCUMENTS**

**2.0** The services required, bidding procedures and contract terms are prescribed in the Bid Document. This Bid Document includes the following:

(a) A Forwarding Letter highlighting the following points:

(i) Company’s IFB No. & Type and Tender Fee

(ii) Bid closing date and time

1. Bid opening date and time
2. Bid submission Mode
3. Bid opening place
4. Bid validity, Mobilisation time & Duration of contract

(vii) The amount of Bid Security with validity

(viii) The amount of Performance Guarantee with validity

(ix) Quantum of liquidated damages for default in timely mobilization

(b) Instructions to Bidders, (Part-1)

(c) Bid Evaluation Criteria, (Part-2)

(d) General Conditions of Contract, (Part-3, Section-I)

(e) Terms of Reference/Technical Specification/ Special Conditions, (Part-3, Section-II)

(f) Special Conditions of Contract, (Part-3, Section-III)

(g) Schedule of Rates, (Part-3, Section-IV), Payment Terms (Part-3, Section-V)

(h) Estimated CIF value of items at the time of import, (Proforma-A)

(i) Price Schedule Format, (Proforma-B)

(j) Bid Form, (Proforma-C)

(k) Statement of Non-Compliance, (Proforma-D)

(l) Bid Security Form, (Proforma-E)

(m) Performance Security Form, (Proforma-F)

(n) Agreement Form, (Proforma-G)

(o) Proforma of Letter of Authority, (Proforma-H)

(p) Authorisation for Attending Bid Opening, (Proforma-I)

(q) Integrity Pact, (Annexure-A)

(r) Annual Turnover & Net worth of Bidder (Annexure-B)

(s) Proforma of Bank Guarantee towards PP-LC (Annexure-C)

(t) Safety Measures (Annexure-D)

(u) Undertaking of authenticity of information/documents submitted (Annexure-E)

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

**3.0** **TRANSFERABILITY OF BID DOCUMENTS**:

3.1 Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the User ID has been issued.

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

**4.0** **AMENDMENT OF BID DOCUMENTS**:

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

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

**B. PREPARATION OF BIDS**

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

5.1 **BIDDER’S/AGENT’S NAME & ADDRESS**:

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

**6.0** **DOCUMENTS COMPRISING THE BID**:

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

**(A)** **TECHNICAL BID (to be uploaded in “Technical Attachments” tab)**

(i) Complete technical details of the services and equipment specifications with catalogue, etc.

(ii) Documentary evidence established in accordance with Clause 10.0 hereunder.

(iii) Bid Security (scanned) in accordance with Clause 11.0 hereunder. Original Bid Security should be sent as per Clause No. 11.11 below.

1. Copy of Bid-Form without indicating prices in Proforma-C
2. Statement of Non-compliance as per Proforma–D
3. Proforma-A: List of items to be imported without the CIF values.
4. Copy of Priced Bid ***without indicating prices*** (Proforma-B)
5. Integrity Pact digitally signed by OIL’s competent personnel as Annexure-A, attached with the bid document to be digitally signed by the bidder.

**Note**: **Please note that, price should not be mentioned in the “Technical Attachments” tab.**

1. **PRICED BID (to be uploaded in “Notes and Attachments” tab)**

Bidder shall quote their prices in the following Proforma available in OIL’s E-procurement portal in the **“Notes & Attachments” Tab**:

* 1. Price-Bid Format as per Proforma-B
  2. Bid Form as per Proforma-C
  3. Proforma-A showing the items to be imported with the CIF values.
  4. Proforma-BB(PP-LC), if applicable

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

**7.0** **BID FORM**:

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

**8.0** **BID PRICE:**

8.1 Prices must be quoted by the Bidders online as per the price bid format available in OIL’s E-Tender Portal in “Notes & Attachment” Tab. Unit prices must be quoted by the bidders, both in words and in figures.

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

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

**9.0** **CURRENCIES OF BID AND PAYMENT**:

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

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

**10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:**

These are listed in **BID REJECTION CRITERIA (BRC) /** **BID EVALUATION CRITERIA (BEC), PART-2** of the Bid document.

**11.0** **BID SECURITY:**

11.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause 11.9 hereunder.

11.2 All the bids must be accompanied by Bid Security in Original for the amount as mentioned in the “Forwarding Letter” or an equivalent amount in other freely convertible currency and shall be in the OIL's prescribed format as Bank Guarantee (BG) enclosed with the NIT vide **Proforma-E** or a Bank Draft/Bankers’ cheque in favour of OIL and payable at Duliajan, Assam or an irrevocable Letter of Credit (L/C) from any of the following Banks –

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

b) In case of foreign bidder, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India, or

c) 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.

d) Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.

The Bank Guarantee / LC shall be valid for the time as asked for in the Bid Document. Bank Guarantees issued by Banks in India should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

11.3 **Bidders can submit Bid Security on-line through OIL’s electronic Payment Gateway.**

11.4 Any bid not secured in accordance with **sub-clause 11.2** above shall be rejected by the Company as non-responsive.

11.5 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the bidder’s cost.

11.6 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of IFB.

11.7 Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the Performance Security and signing of the contract. Successful bidder will however ensure validity of the Bid Security till such time the Performance Security in conformity with **Clause 29.0** below is furnished.

11.8 Bid Security shall not accrue any interest during its period of validity or extended validity.

11.9 The Bid Security may be forfeited:

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

ii) If the bidder modifies/revise their bid suo-moto.

iii) If the bidder does not accept the order/contract.

iv) If the bidder does not furnish Performance Security Deposit 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

11.10 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred for a period of 2(two) years.

* 1. **The scanned copy of the original Bid Security in the form of either Bank Guarantee or LC must be uploaded by bidder along with the Technical bid in the “Technical Attachment” tab of OIL’s E-portal**. The original Bid Security shall be submitted by bidder to the office of CGM-Contracts, Oil India Ltd., Duliajan-786602(Assam), India in a sealed envelope which must reach CGM-Contract’s office on or before 12.45 Hrs (IST) on the Bid Closing date.
  2. A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender.
  3. The Bank Guarantee issuing bank branch must ensure the following:

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

i) “MT 760 / MT 760 COV” for issuance of bank guarantee.

ii) “MT 760 / MT 767 COV” for amendment of bank guarantee.

The above message/intimation shall be sent through SFMS by the BG issuing bank branch indicating the Tender No. CDG2644P20 to HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602. The Bank details are as under:

|  |  |  |
| --- | --- | --- |
|  | **Bank Details of Beneficiary** | |
| a | Bank Name | HDFC BANK LIMITED |
| b | Branch Name | Duliajan |
| c | Branch Address | Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602 |
| d | Bank Account No. | 21182320000016 |
| e | Type of Account | Current Account |
| f | IFSC Code | HDFC0002118 |
| g | MICR Code | 786240302 |
| h | SWIFT Code | HDFCINBBCAL |

**12.0** **EXEMPTION FROM SUBMISSION OF BID SECURITY:**

12.1 Central Govt. offices and Central Public Sector undertakings are exempted from submitting Bid Security.

12.2 MSEs Units (manufacturers/Service Providers only and not their dealers/ distributors) who are already registered with District Industry Centres or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or any other body specified by Ministry of MSME are exempted from payment of Bid Security (EMD) irrespective of monetary limit mentioned in their registration, provided they are registered for the item they intend to quote/participate.

In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.

12.2.1 For availing benefits under Public Procurement Policy (Purchase preference & EMD exemption), the interested MSE Bidders must ensure that they are the manufacturer/ service provider of tendered item(s) and registered with the appropriate authority for the said item(s). Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant MSE Certificate issued by appropriate authority specifying the item as per tender. Therefore, it is in the interest of such MSE Vendors to furnish a copy of complete certificate to the concerned tender handling officer of OIL at least seven (7) days prior to the scheduled Bid Closing Date of the tender; seeking clarification/confirmation as to whether their registered item is eligible for EMD exemption or not. Late communication in this regards and request for bid closing date extension on that plea shall not be entertained by Company.

**13.0** **PERIOD OF VALIDITY OF BIDS**:

13.1 Bids shall remain **valid for 120** days from the date of closing of bid prescribed by the Company. **Bids of shorter validity will be rejected as being non-responsive.** If nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for 120 days from Bid Closing Date.

13.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing through Fax or e-mail. The Bid Security provided under Para 11.0 above shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their Bid.

**C. SIGNING & SUBMISSION OF BIDS:**

**14.0** **SIGNING OF BID**:

14.1 Bids are to be submitted online through OIL’s E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using “Class 3” digital certificates with Organization’s Name [e-commerce application (Certificate with personal verification and Organisation Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded. Digital Signature Certificates having “Organization Name” field other than Bidder’s Name are not acceptable. Digital Signature Certificates having Bidder’s Name in the “Organization Name” field are only acceptable.

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

If any modifications are to be made to a document after uploading, the same may be deleted and such revised document is to be Digitally Signed again before uploading. It is advised to delete the unwanted documents before submission of the response. The Power of Attorney shall be submitted by bidder as mentioned in Para 15.1 below.

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

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

14.3 Any person signing the Bid or any other document in respect of this Bidding Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof.

14.4 Any physical documents submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the person or persons who has/have digitally signed the Bid.

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

**15.0 SUBMISSION OF BIDS**

15.1 The tender is processed under Single stage - Two bid system. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL’s e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL’s E-Tender Portal, detailed instructions are available in **“User Manual”** available in OIL’s E-Tender Portal. Guidelines for bid submission are also provided in the “Forwarding Letter”. The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the “Technical Attachment” Tab Page only. Prices to be quoted as per Proforma-B should be uploaded in the attachment link under “Notes & Attachments” Tab under General Data in the e-portal. **No price should be given in the “Technical Attachment”, otherwise bid shall be rejected.** The priced bid should not be submitted in physical form and which shall not be considered. However, the following documents in one set should necessarily be submitted in physical form in sealed envelope superscribing the “IFB No., Brief Description of services and Bid Closing/Opening date & Time along with the bidder’s name and should be submitted to CGM-Contracts, Oil India Ltd., Duliajan-786602 (Assam) on or before 12.45 Hrs(IST) on the bid closing date indicated in the IFB:

* + - 1. The Original Bid Security along with 1(one) copy
      2. Power of Attorney for signing of the bid digitally
      3. Any other document required to be submitted in original as per bid document requirement.
      4. Printed catalogue and literature if called for in the bid document.

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

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

15.3 Timely delivery of the documents in physical form as stated in Para 15.1 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay/transit loss.

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

**16.0** **INDIAN AGENT/REPRESENTATIVE/RETAINER/ASSOCIATE:**

Foreign bidders shall clearly indicate in their bids whether they have an Agent/Representative/Retainer/Associate in India. In the event the overseas bidder is having an Agent/Representative/Retainer/Associate in India, the bidder should furnish the name and address of their Agent/Representative/Retainer/Associate in India and clearly indicate nature and extent of services to be provided by such an Agent/ Representative/Retainer/Associate in India and also stating in their bids whether the Agent/Representative/Retainer/Associate is authorized to receive any commission. The rate of the commission included in the quoted rates of bidder should be indicated which would be payable to Agent/Representative/Retainer/Associate in non-convertible Indian currency according to Import Trade Regulation of India. Unless otherwise specified, it will be assumed that agency commission is not involved in the particular bid.

Further, overseas bidders shall submit their bids directly and not through their Agent/Representative/Retainer/Associate in India. Bid submitted by Indian Agent/Representative/Retainer/Associate on behalf of their foreign principals will not be considered and will be rejected straightway. Moreover, one Indian Agent/Representative/Retainer/Associate cannot represent more than one foreign bidder against the IFB.

The Indian Agent/Representative/Retainer/Associate will not be permitted to submit any Bid Security and Performance Security on behalf of their foreign principals and also the Indian Agent/ Representative/Retainer/Associate will not be allowed to execute the contract and receive payment against bid submitted by their foreign principals. Such bids shall be rejected straightway.

1. **DEADLINE FOR SUBMISSION OF BIDS**:
   1. Bids should be submitted online as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid submission deadline is reached. Bidders are requested to take note of this and arrange to submit their bids within the submission deadline to avoid last minute rush/network problems.
   2. No bid can be submitted after the submission dead line is reached. The system time displayed on the e-procurement web page shall decide the submission dead line.
   3. The documents in physical form as stated in Para 15.1 must be received by Company at the address specified in the “Forwarding Letter” on or before 12.45 Hrs(IST) on the Bid Closing Date mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

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

**19.0** **MODIFICATION AND WITHDRAWAL OF BIDS**:

19.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time.

19.2 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.

19.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in the Bidder's forfeiture of its Bid Security and bidder shall also be debarred from participation in future tenders of OIL.

**20.0 EXTENSION OF BID SUBMISSION DATE:**

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

**21.0 BID OPENING AND EVALUATION:**

21.1 Company will open the Technical Bids, including submission made pursuant to clause 19.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorisation letter (as per **Proforma-I**) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend. In technical bid opening, only “Technical Attachment” will be opened. Bidders therefore should ensure that technical bid is uploaded in the “Technical Attachment” Tab Page only in the E-portal.

21.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.

21.3 Bids which have been withdrawn pursuant to clause 19.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.

21.4 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security, and such other details as the Company may consider appropriate.

21.5 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.

21.6 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company’s right or the bidder’s obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

21.7 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

21.8 The Company may waive minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

**22.0 OPENING OF PRICED BIDS:**

22.1 Company will open the Priced Bids of the techno-commercially qualified Bidders on a specific date in presence of representatives of the qualified bidders. The techno-commercially qualified Bidders will be intimated about the Priced Bid Opening Date & Time in advance. In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.

22.2 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.

22.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If there is a discrepancy between words, and figures, the amount in words will prevail. If any Bidder does not accept the correction of the errors, their Bid will be rejected.

**23.0** **CONVERSION TO SINGLE CURRENCY:**

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

**24.0** **EVALUATION AND COMPARISON OF BIDS:**

The Company will evaluate and compare the bids as per **BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC),** **PART-2** of the Bid Document.

24.1 **DISCOUNTS / REBATES**:

Unconditional discounts/rebates, if any, given in the bid will be considered for evaluation.

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

24.3 **LOADING OF FOREIGN EXCHANGE**:

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

24.4 **EXCHANGE RATE RISK**:

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

24.5 **REPATRIATION OF RUPEE COST**:

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

**25.0** **CONTACTING THE COMPANY**:

25.1 Except as otherwise provided in **Clause 21.0** above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide **sub-clause 21.5.**

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

**D. AWARD OF CONTRACT**

**26.0** **AWARD CRITERIA:**

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

**27.0** **COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:**

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

**28.0** **NOTIFICATION OF AWARD**:

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

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

28.3 Upon the successful Bidder's furnishing of Performance Security pursuant to **Clause 29.0** below, the Company will promptly notify each un-successful Bidder and will discharge their Bid Security, pursuant to **Clause 11.0** hereinabove.

**29.0** **PERFORMANCE SECURITY**:

29.1 On receipt of notification of award from the Company, the successful Bidder shall furnish to Company the Performance Security for an amount specified in the Forwarding Letter (and Letter of Award (LOA) issued by Company to Contractor awarding the contract) as per **Proforma-F** or in any other format acceptable to the Company and must be in the form of a Demand Draft or Bank Guarantee or irrevocable Letter of Credit (LC) from:

1. 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
2. In case of foreign bidder, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India.
3. 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.
4. Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.

Bank Guarantee issued by a Bank, amongst others, must contain the following particulars of such bank:

a) Full address.

b) Branch Code.

c) Code Nos. of the authorized signatory with full name and designation.

d) Phone Nos., Fax Nos., E-mail address.

The domestic bidders will have to submit the Bank Guarantee from any of the scheduled banks and on non-judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker.

The foreign bidder will submit the Bank Guarantee from Banks of Indian origin situated in their country. In case no such bank of Indian origin is situated in their country, the Bank Guarantee may be submitted from the bankers as specified above.

The Performance Security shall be denominated in the currency of the contract.

29.2 The Performance Security specified above must be valid for 3(three) months beyond the contract period. The Performance Security will be discharged by Company not later than 30 days following its expiry. In the event of any extension of the Contract period, Bank Guarantee should be extended by Contractor by the period equivalent to the extended period.

29.3 The Performance Security shall be payable to Company as compensation for any loss resulting from Contractor’s failure to fulfil its obligations under the Contract.

29.4 The Performance Security will not accrue any interest during its period of validity or extended validity.

29.5 Failure of the successful Bidder to comply with the requirements of **clause 29.0 and/or 30.0** shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security or Performance Security. In such an eventuality, the party shall be debarred for a period of 2(two) years from the date of default.

**30.0** **SIGNING OF CONTRACT**:

30.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful Bidder for signing of the agreement or send the Contract Form provided in the Bid Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all agreements agreed between the two parties.

30.2 The successful Bidder shall sign and date the contract and return it to the Company after receipt of LOA. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.

30.3 In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Bid Security or the Performance Security if submitted by the successful Bidder. The party shall also be debarred for a period of 2(two) years from the date of default.

**31.0** **FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:**

If it is found that a bidder/contractor has furnished fraudulent information / documents, the Bid Security/Performance Security shall be forfeited and the party shall be debarred for a period of 3(three) years from the date of detection of such fraudulent act besides the legal action.

**32.0** **CREDIT FACILITY**:

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

**33.0 MOBILISATION ADVANCE PAYMENT**:

33.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilisation charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of SBI from the date of payment of the advance till recovery/refund.

33.2 Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 2 months beyond completion of mobilisation and the same may be invoked in the event of Contractor’s failure to mobilise as per agreement.

33.3 In the event of any extension to the mobilisation period, Contractor shall have to enhance the value of the bank guarantee to cover the interest for the extended period and also to extend the validity of bank guarantee accordingly.

**34.0 INTEGRITY PACT:**

34.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide **Annexure-A** of the Bid Document. The Integrity Pact has been duly signed digitally by OIL’s competent signatory and uploaded in the OIL’s e-portal. The Integrity Pact shall be returned by the bidder (along with the technical Bid) duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Uploading the Integrity Pact in the OIL’s E-portal with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder’s authorized signatory who has signed the bid. **If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.**

34.2 The names of the OIL’s Independent External Monitors at present are as under:

* 1. Shri Rajiv Mathur, IPS(Retd), Former Director, IB, Govt. of India;

E-mail: [rajivmathur23@gmail.com](mailto:rajivmathur23@gmail.com)

* 1. Shri Jagmohan Garg, Ex-Vigilance Commissioner, CVC;

E-Mail id: [jagmohan.garg@gmail.com](mailto:jagmohan.garg@gmail.com)

* 1. Shri Rudhra Gangadharan, IAS(Retd.), Ex-Secretary, Ministry of Agriculture;

E-Mail: [rudhra.gangadharan@gmail.com](mailto:rudhra.gangadharan@gmail.com)

**35.0 LOCAL CONDITIONS:**

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

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

**36.0 SPECIFICATIONS:**

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

**37.0 Purchase preference policy-linked with Local Content (PP - LC)**

Purchase preference policy-linked with Local Content (PP - LC) notified vide letter no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoP&NG shall be applicable in this tender. The details clauses applicable for this tender are as under:

**37.1 In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs-Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE Policy. If a bidder seeks free of cost tender document under the MSE Policy, then it shall be considered that the bidder has sought benefit against the MSE Policy and this option once exercised cannot be modified subsequently.**

**37.2** Bidders seeking Purchase preference (linked with local content) (PP-LC) shall be required to meet / exceed the target of Local Content (LC) of **35%.**

* + 1. **Such bidders shall furnish following undertaking on its letter head along with their techno-commercial bid. The undertaking shall become a part of the contract.**

***“We \_\_\_\_\_\_\_\_\_\_\_ (Name of the bidder) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. \_\_\_\_\_\_\_\_ (to be filled as notified at Enclosure I of the policy) for claiming purchase preference linked with Local Contents under the Govt. policy against under tender no. \_\_\_\_\_\_\_\_\_\_\_\_\_.”***

* + 1. **Above undertaking shall be supported by the following certificate from Statutory Auditor engaged by the bidder, on the letter head of such Statutory Auditor.**

***“We \_\_\_\_\_\_\_\_\_ the statutory auditor of M/s \_\_\_\_\_\_\_\_ (name of the bidder) hereby certify that M/s\_\_\_\_\_\_\_\_\_\_ (name of the bidder) meet the mandatory Local Content requirements of the Services i.e. \_\_\_\_\_ (to be filled by the work center as notified at Enclosure I of the policy) quoted vide offer No.\_\_\_\_\_\_ dated \_\_\_\_\_\_ against OIL tender No.\_\_\_\_\_ by M/s \_\_\_\_\_\_\_\_ (Name of the bidder).***

**Note**: In case of bidder(s) for whom Statutory Auditor is not required as per law required certificates shall be provided by a practicing Chartered Accountant**.**

* + 1. At the bidding stage the bidder shall provide Break-up of “Local Component” and “Imported Component” in the prescribed format enclosed as **Proforma-BB(PP-LC)** of the policy and shall be uploaded by the bidders along with their price bid in the e-procurement portal.
  1. Eligible (techno-commercially qualified) LC bidder shall be granted a purchase preference to 10% i.e. where the evaluated price is with 10% of the evaluated lowest price of Non Local Content (NLC) bidder, other things being equal. Accordingly, purchase preference shall be granted to the eligible (techno-commercially qualified) LC bidder concerned, at the lowest valid i.e. NLC price bid.
     1. Only those LC bidders whose bids are within 10% of the NLC L1 bid would be allowed an opportunity to match L1 bid. All the eligible LC bidders shall be asked to submit their confirmation to match their price in sealed envelopes. Envelopes of the bidders shall be opened and award for the prescribed quantity shall be made to the lowest evaluated TA/CA bidder among the eligible LC bidders. In case the lowest eligible LC bidder fails to match L1 price, the next eligible LC bidder will be awarded the prescribed quantity and so on. In case none of the eligible LC bidders matches the L1 bid, the actual bidder holding L1 price will secure the order.
  2. Order for supply of 50% of the tendered quantity would be awarded to the lowest techno-commercially qualified LC bidder, subject to matching with valid NLC L1 price. The remaining will be awarded to L1 (i.e. NLC bidder). Prescribed 50% tendered quantity for LC bidders shall not be further sub-divided among eligible LC bidders.
     1. However, if L1 bidder happens to be a LC bidder, the entire procurement value shall be awarded to such bidder.
     2. When the tendered goods/services cannot be divided in the exact ratio of 50% / 50% then OIL reserve the right to award on lowest eligible PP-LC bidder for quantity not less than 50%, as may be dividable.

For example:

In case tendered quantity is 3 (not divisible in the ratio of 50:50), PP-LC bidder shall get order for 2 nos. only and the rest will go to L-1 (NLC bidder).

OR

(Alternate clause applicable for cases where tendered quantity cannot be divided).

* 1. The tendered quantity is not splitable / non-dividable / cannot be procured from multiple sources. Hence, the entire procurement value shall be awarded to the lowest techno-commercially qualified LC bidder subject to matching with valid NLC L1 rates.
  2. For the purpose of this policy, all terms used vide aforesaid policy shall be governed by the definitions specified at para 2 of the policy document notified by MoPNG vide letter No. O-27011/44/2015-ONG/II/FP dated 25.04.2017.
  3. The successful bidder shall be obliged to fulfill the requirements of quality and delivery time in accordance with the provisions of the Purchase order/contract.

OIL shall have the right to satisfy itself of the production capability and product quality of the manufacturer.

* 1. **Determination of LC**
     1. LC of Services shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of services.
     2. The total cost of service shall be constituted of the cost spent for rendering of service, covering:

1. Cost of component (material), which is used.
2. Manpower and consultant cost, cost of working equipment/facility, and
3. General service cost, excluding profit, company overhead cost, taxes and duties.
   * 1. The criteria for determination of cost of local content in the service shall be as under:
4. In the case of material being used to help the provision of service, based on country of origin.
5. In the case of manpower and consultant based on INR component of the services contract.
6. In the case of working equipment/facility, based on country of origin and
7. In the case of general service cost, based on the criteria as mentioned in clauses a, b and c above.
8. Indian flag vessels in operation as on date.
   * 1. **Determination of Local Content:** The determination of local content of the working equipment/facility shall be based on the following provision.

Working equipment produced in the country is valued as 100% (one hundred percent) local content, working equipment produced abroad is valued as much as nil (0% percent) local contend.

* 1. **Calculation of LC and Reporting** 
     1. LC shall be calculated on the basis of verifiable data. In the case of data used in the calculation of LC verifiable, the value of LC of the said component shall be treated as nil.
     2. Formats for the calculation of LC of services may be seen at Enclosure-III of the policy document.
  2. **Certification and Verification**
     1. Bidder seeking Purchase Preference under the policy, shall be obliged to verify the LC of goods as follows:
        1. At bidding stage:

1. Price Break-up
2. The bidder shall provide break-up of “Local Component” and “Imported Component” along with the price bid as per provisions under clause **37.2.3**.
3. Bidder must have LC in excess of the specified requirement.
4. Undertaking by the bidder
5. The bidder shall submit undertaking along with the techno-commercial bid as per clause no. **37.2.1**, such undertaking shall become a part of the contract.
6. Bidder shall also submit the list of items / services to be procured from Indian manufacturers / service providers.
7. Statutory Auditor’s Certificate

The Undertaking submitted by the bidder shall be supported by a certificate from Statutory Auditor as per clause **37.2.2**.

* + - 1. After Contract Award

1. In the case of procurement cases with the value less than Rs. 5 crore (Rupees Five Crore), the LC content may be calculated (self-assessment) by the contractor and certified by the Director/Authorized Representative of the Company.
2. The verification of the procurement cases with the value Rupees Five Crore and above shall be carried out by a Statutory Auditor engaged by the bidder.
   * 1. Each supplier shall provide the necessary local content documentation to the statutory auditor, which shall review and determine the local content requirements have been met and issue of local content certificate to that effect on behalf of OIL, stating the percentage of local content in the good or service measured. The Auditor shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.
     2. The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with invoice while maintaining the overall % of Local Content for the total work/purchase of the pro-rata Local Content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
     3. Where currency quoted by the bidder is other than Indian Rupee then the bidder claiming benefits under PP-LC shall consider exchange rate prevailing on the date of notice inviting tender (NIT) for the calculation of Local Content.
     4. OIL shall have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.
   1. **Sanctions** 
      1. OIL shall impose sanction on bidder not fulfilling LC of goods/services in accordance with the value mentioned in certificate of LC.
      2. The sanctions may be in the form of written warning, financial penalty and blacklisting.
      3. If the bidder does not fulfill his obligation after the expiration of the period specified in such warning. OIL shall initiate action for blacklisting such bidder/ successful bidder.
      4. A bidder who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the Contract Price.
      5. In pursuance of the clause above, towards fulfillment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC, the bidder shall have to submit additional Bank Guarantee (**Annexure-C**) equivalent to the amount of PBG.

***END OF PART-1***

**&&&&**