

NIT FOR TENDER NO. CGG3751P20

OIL INDIA LIMITED
(A Government of India Enterprise)
Pipeline Headquarters
P. O. –Udayan Vihar, Guwahati-781171, Assam, India
E mail: ellora@oilindia.in

E-Tender

OIL INDIA LIMITED invites local Competitive Bid(LCB) through its e-procurement portal “<https://etender.srm.oilindia.in/irj/portal>” for the following Services:

Tender No	Tender Fee	Bid Closing Date & Time	Service Description
<u>CGG3751P20</u>	NIL	17-04-2020 At 11.00 A.M.	Intelligent pigging Survey(IPS) of 355.6 mm (14”) OD Noonmati Barauni Crude Oil Pipeline.

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

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

BID EVALUATION CRITERIA (BEC)

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

For Intelligent Pigging Survey (IPS) of 355.6mm (14”) OD Barauni (BPS)- Noonmati (PS5) section

1.0 BID REJECTION CRITERIA (BRC):

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

1.1 TECHNICAL:

Bidder must meet the following criteria:

The bidder must have an experience of successfully completed Intelligent Pigging Surveys (IPS) of following magnitude with 'High Resolution' ILI tool (MFL, TFI and XYZ Mapping) of defect detection performance of POD > 90 % for cross-country hydrocarbon Pipelines during last 7(Seven) years ending original bid closing date.

a) A single contract of minimum 378 km cumulative length of pipeline in single stretch

or in multiple stretches of diameter not less than 355.6 mm OD (14 inch) for MFL & TFI inspection.

AND

b) Minimum 378 km cumulative length of pipeline in single stretch or in multiple Stretches for XYZ mapping.

Note:

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

1.2 FINANCIAL:

B. FINANCIAL REJECTION CRITERIA:

1.0 The bidder shall have an annual financial turnover of minimum **Rs. 8.40 Crore** (or equivalent USD \$ **1,165,400.00**) during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date.

2.0 In case of Consortium of companies, any one of the Consortium member shall have an annual financial turnover of minimum **Rs.4.20 Crore** (or equivalent USD \$ **5,82,700.00**) during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date and other member(s) of the Consortium shall have an annual financial turnover of minimum **Rs. 2.1 Crore** (or equivalent USD \$ **2,91,350.00**) during any of the preceding 03 (Three) financial /accounting years reckoned from the original bid closing date. Borrowing support from parent/supporting company is not allowed to meet the financial criteria.

3.0 "Net worth of bidder must be positive for preceding financial/accounting year. In case of consortium bidding net worth of all the consortium partners individually should be positive for the accounting year preceding the bid closing date.

4.0 Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding 06 (Six) months reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the BIDDER has to submit an affidavit/undertaking certifying that the balance

sheet/Financial Statements for the financial year 2019 (as the case may be) has actually not been audited as in the Original bid closing date as per format

NOTE:

(a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid:

i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in ANNEXURE-B to BEC

OR

ii) Audited Balance Sheet along with Profit & Loss account. In case of foreign bidders, self-attested/digitally signed printed published accounts are also acceptable.

(b) 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 evidence for the same.

5.0 In case the bidder is a subsidiary company [not as consortium member] (should be a 100% subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits bid based on the financial strength of its parent/ultimate parent/holding company, then following documents need to be submitted along with the technical bid:

(i) Audited Balance Sheet and Profit Loss Account of the parent/ultimate parent/holding company.

(ii) Corporate Guarantee of parent/ultimate parent/Holding by the Authorized officials.

(iii) The bidder is a 100% subsidiary company of the parent/ultimate/holding parent company.

(iv) Documents proving that Net worth of the parent/ultimate parent company is positive for the accounting year preceding the bid closing date”.

NOTES: OIL reserves the right to ask for any Original or other relevant document to verify the certification.

1.3.0 COMMERCIAL:

1.0 Bids shall be submitted under single stage Two Bid System i.e. Technical Bid and Priced Bid separately in the OIL's e-Tender portal. The Technical Bid is to be uploaded as per Scope of Work & Technical Specification of the tender in “Technical Attachments” Tab and Priced Bid as per Proforma-A uploaded in the “Notes & Attachments” Tab. 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.

2.0 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.

3.0 Bids should be valid for a period of **120 (One-Hundred Twenty)** days. Bids with shorter validity will be rejected as being non-responsive.

4.0 Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach OIL's GM-Contract's office at Guwahati on or before 12.45 Hrs (IST) on the bid closing date. A scanned copy of the bid security shall however be uploaded in OIL's E-Procurement portal along with the Technical Bid. The amount of Bid Security shall be **Rs.35.10 Lakhs** or equivalent **US\$ 48,700.00**. Bid without proper & valid Bid Security will be rejected.

5.0 The Integrity Pact must be uploaded in OIL's E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.

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

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

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

9.0 Any Bid containing false statement will be rejected.

10.0 Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format" of Bid Document, otherwise the Bid will be summarily rejected.

11.0 Bidders shall quote directly and not through their Agent/ Representative/Retainer/Associate in India. Bids submitted by Indian Agent/ Representative/Retainer/Associate on behalf of their foreign principals will not be considered and will be rejected straightway. One Indian Agent/ Representative/Retainer/Associate cannot represent more than one foreign principal.

12.0 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected:

- i) Performance Security Clause
- ii) Taxes Clause

- iii) Insurance Clause
- iv) Force Majeure Clause
- v) Termination Clause
- vi) Arbitration Clause
- vii) Liability Clause
- viii) Withholding Clause
- ix) Liquidated damages Clause
- x) Firm price
- xi) EMD/Bid bond
- xii) Integrity Pact

1.4.0 GENERAL:

1.4.1 In case Bidder takes exception to any clause of Tender Document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the Bidder does not withdraw/ modify the deviation when/as advised by the Company. The loading so done by the Company will be final and binding on the Bidders. No deviation will however, be accepted in the clauses covered under BEC/BRC.

1.4.2 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the Bidder for clarification in respect of clauses covered under BEC/BRC also and such clarification fulfilling the BEC/BRC clauses must be received on or before the deadline given by the Company, failing which the offer will summarily rejected.

1.4.3 In case, any of the clauses in the BRC contradict with other clauses of Bid Document elsewhere, then the clauses in the BRC shall prevail.

1.4.4 Any exceptions/deviations to tender must be spelt out by Bidder in their 'Techno-Commercial' bid only. Any additional information/terms/ conditions furnished in sealed 'Price Bid' will not be considered by Company for evaluation/award of contract.

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

2.0 BID EVALUATION CRITERIA (BEC):

PRICE EVALUATION CRITERIA:

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

1.0 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.

2.0 For conversion of foreign currency into Indian currency for evaluation of Bids, B.C. selling (Market) rate declared by State Bank of India, CAG Branch, Kolkata, one day prior to the date of priced bid opening shall be considered. However, if the time lag between the opening of the bids and final decision exceeds 03 (Three) months, then B.C.

Selling (Market) rate of exchange declared by SBI on the date prior to the date of final decision shall be adopted for conversion and evaluation.

3.0 The contract will be signed with successful bidder for the required services as per 'Scope of Work' of the IFB.

4.0 The bidders must quote their rates in the manner as called for vide "Schedule of Rates" under Section - IV and the summarized price schedule format vide enclosed Proforma-A.

5.0 The quantities shown against each item in the "Price Bid Format (i.e. in Proforma-A)" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days/parameters for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.

6.0 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Commercial Bids shall be evaluated taking into account the rates quoted in the Price Bid Format as per 'Proforma-B'.

3.0 PAYMENT TERMS:

SL. NO	ITEM/STAGE	% value
1	On completion of mobilization of cleaning, gauging and inspection tools.	5% of Contract value
2	On completion of cleaning, gauging survey in each section.	5% of contract value (in pro rata value for each section)
3	Immediately after completion of IP Tool Runs (MFL,TFI & XYZ) in each section.	25% of contract value (in pro rata value for each section)
4	Upon submission of report for dig verification in sections.	10% of Contract value (in pro rata value for each section)
5	Upon completion of successful Dig verification in each section.	20% of contract value (in pro rata value for each section)
6	Upon submission of complete inspection/survey reports and accepted by OIL.	35%

CERTIFICATE OF ANNUAL TURNOVER & NETWORTH

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

TO WHOM IT MAY CONCERN

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

YEAR	TURNOVER (₹)	NET WORTH (₹)

Place:

Date:

Seal:

Membership Code and Registration No.

Signature

**BID FROM INDIAN COMPANY/INDIAN JOINT VENTURE COMPANY WITH
TECHNICAL COLLABORATION/JOINT VENTURE PARTNER:**

4.1 In case, the bidder is an Indian Company/Indian Joint Venture Company who does not meet the experience criteria as per Clause No. A. 1.1. i) above, may also bid on the strength of Technical Collaborator/Joint Venture Partner provided all the following criteria are complied:

(a) The primary bidder shall have the experience of successfully completing at least 01 (One) No of contract for providing oilfield services relating to oil and gas well operations like Drilling/Workover/Production Testing/Wellhead Flow Assurance/ESP operations/Wellhead Production Facility /Matrix Acidization/Well Stimulation/Sand Control, during the last 07

(Seven) years prior to the original bid closing date. In support of the experience, the bidder shall submit documentary evidences as per clause A. 1.1. ii) above.

(a) The primary bidder shall meet the sub-clauses 1.0, 2.0, 3.0, 4.0 and 5.0 under Clause B. 'FINANCIAL EVALUATION CRITERIA' below.

(b) The Technical Collaborator/Joint Venture Partner at its own shall meet the experience criteria A. 1.1. i) above. The experience of the Technical Collaborator/Joint Venture with other firms will not be qualified. In this regard, the documents establishing experience of the Technical Collaborator/Joint Venture Partner shall be submitted as per clause A. 1.1. ii) above.

4.2 Indian bidders quoting based on technical collaboration/joint venture, shall submit a Memorandum of Understanding (MOU)/Agreement with their technical collaborator/joint venture partner clearly indicating their roles under the scope of work which shall be addressed to OIL and shall remain valid and binding for the contract period under this tender.

4.0 BID FROM CONSORTIUM OF COMPANIES:

In case, the bidder is a consortium of companies, the following requirement should be satisfied by the bidder:

(a) The Leader of the consortium shall satisfy the minimum experience requirement as per clause No. A. 1.1. i) or the clause A. 1.2. (a) above.

(b) If the Leader of the consortium meets the clause A. 1.2. (a) but does not meet the requirement as per clause No. A. 1.1. i), then any of the consortium members shall individually meet clause A. 1.1. i).

(c) The consortium members shall have to meet the financial criterion mentioned.

(d) The leader of the Consortium can submit bid on behalf of consortium of bidders. Memorandum of Understanding (MOU) between the Consortium members duly executed by the CEOs of the consortium members and Notarized must accompany the bid which should clearly define role/scope of work of each partner/member and should clearly define the leader of consortium. Memorandum of Understanding (MOU) must also state that all the members of consortium shall be jointly and severally responsible for discharging all obligations under the Contract. However, the Leader of the Consortium must submit an undertaking along with the technical bid towards unconditional acceptance of full responsibility for executing the 'Scope of Work' of this bid document. In case of award, such MOU shall be kept valid through the entire contract period, including extensions, if any. The following provisions should also be incorporated in the MOU executed by the members of the Consortium.

(e) Only the Leader of the consortium shall register in the e-tender portal and submit bid on behalf of the consortium. The other members of the Consortium shall ratify all the acts and decisions of the Leader of Consortium, which are taken in connection with and/or during the evaluation of the tender and execution of the contract.

i) The Bid Security shall be in the name of the Leader of the consortium on

behalf of consortium with specific reference to consortium bid and name & address of consortium members. Similarly, the Performance Security shall be in the name of the Leader on behalf of the consortium.

ii) The leader of the consortium on behalf of the consortium shall coordinate with OIL during the period the bid is under evaluation as well as during the execution of works in the event contract is awarded and he shall also be responsible for resolving dispute/misunderstanding/undefined activities, if any, amongst all the consortium members.

iii) Any correspondence exchanged with the leader of consortium shall be binding on all the consortium/joint venture members.

iv) Payment shall be made by OIL only to the leader of the consortium towards fulfilment of contract obligations.

v) In case of Consortium bids, the bid shall be digitally signed by the leader of Consortium. The Power of Attorney from each member authorising the leader for signing and submission of Bid on behalf of individual member must accompany the Bid offer.

vi) Documents/details submitted with the bidding document pertaining to qualification must be furnished by each partner/member of consortium and should be complete in all respects clearly bringing up their experience especially in the form of work in their scope.

vii) Signing of Contract: In the event of award of contract to the consortium, the contract to be signed by the members of the consortium and the liability of each one of them shall be jointly and severally.

viii) Members of the consortium are not allowed to quote separately/independently against this tender. All the bids received in such case will be summarily rejected. Further, all bids from parties with technical support from the same Principal will be rejected.

4.1 Bidder(s) quoting in Collaboration/joint venture Partnership/ Consortium with any firm are not allowed to quote separately/independently against this tender. The collaborator is also not allowed to quote separately/independently against this tender. All the bids received in such case will be summarily rejected.

4.2 ELIGIBILITY CRITERIA IN CASE BIDS ARE SUBMITTED ON THE BASIS OF EXPERIENCE OF THE PARENT/ SUBSIDIARY COMPANY:

Offers of those bidders who themselves do not meet the experience criteria as stipulated in Clause Nos. A. 1.1 (i) and B. 1.0 & 2.0 can also be considered provided the Bidder is a subsidiary company of the parent company [supporting company] in which the parent company has 100% stake or parent company can also be considered on the strength of its 100% subsidiary [supporting company]. However, the parent/subsidiary company of the Bidder should on its own meet the experience as stipulated in the BEC and should not

rely for meeting the experience criteria on its sister subsidiary/co-subsubsidiary company or through any other arrangement like Technical Collaboration agreement. In that case as the subsidiary company is dependent upon the experience of the parent company or vice-versa with a view to ensure commitment and involvement of the parent/subsidiary company for successful execution of the contract, the participating bidder should enclose an Agreement (as per format enclosed as Annexure-VI (a)) between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee (as per format enclosed as Annexure-VI (b)) from the parent/subsidiary company to OIL for fulfilling the obligation under the Agreement, along with the Technical bid.

In both the situations mentioned above, following conditions are required to be fulfilled/documents to be submitted:

(i) Undertaking by the supporting company to provide a Performance Security (as per format and instructions enclosed at Proforma XX), equivalent to 50% of the value of the Performance Security which is to be submitted by the bidding company, in case the supported bidding company is the successful bidder. In cases where foreign based supporting company does not have Permanent Establishment in India, the bidding company can furnish Performance Security for an amount which is sum of Performance Security amount to be submitted by the bidder and

Performance Security amount required to be submitted by the supporting company. In such case bidding company shall furnish an undertaking that their foreign based supporting company is not having any Permanent Establishment in India in terms of Income Tax Act of India.

(ii) Undertaking from the supporting company to the effect that in addition to invoking the Performance Security submitted by the contractor, the Performance Security provided by supporting company shall be invoked by OIL due to non-performance of the contractor.

Note: In case Supporting company fails to submit Performance Bank Guarantee as per (i) above, Bid Security submitted by the bidder shall be forfeited.

4.3 Bidders quoting on the technical strength of Technical collaborator /Subsidiary/Parent company experience/Joint Venture Partner experience (who qualifies the Technical requirement as per the tender qualifying criteria) should provide the respective services including key personnel for a minimum duration of 50% of the Contract period during execution of the contract. A declaration as per Proforma ZZ in this respect to be submitted as part of technical bid.

5.0 PURCHASE PREFERENCE CLAUSE:

5.1 Purchase Preference to Micro and Small Enterprises:

5.1.1 Purchase Preference to Micro and Small Enterprises registered 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 any other body specified by Ministry of MSME.

5.1.2 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.

5.1.3 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.

5.1.4 In case any part of the work is sub-contracted to a Micro or Small Enterprise as per contract conditions then the contractor shall provide complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid registration certificate etc.) of the sub-contractor to OIL.

5.1.5 DOCUMENTATION REQUIRED TO BE SUBMITTED BY MSEs:

Copy of valid Registration Certificate, if bidder is a Micro or Small Enterprises (MSE) registered 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 any other body specified by Ministry of MSME. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies. 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.

5.2 Purchase preference Policy (linked with Local Content) (PP-LC)

5.2.1 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 (Annexure- XII enclosed).

5.2.2 Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions specified at clause No. 37.0 of ITB and shall have to submit all undertakings/documents applicable for this policy.

6.0 COMPLIANCE OF THE COMPETITION ACT, 2002: The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.

*****END OF BEC / BRC*****