#### FORWARDING LETTER

## OIL INDIA LIMITED (A GOVT. OF INDIA ENTERPRISE) CONTRACTS DEPARTMENT, DULIAJAN

#### IFB NOTICE NO: CDI 9110 P16

OIL INDIA LIMITED invites ON-LINE BIDS from eligible Bidders/Firms for the following mentioned works/services under **SINGLE STAGE 2- BID System** through its e-Procurement site:

#### **DESCRIPTION OF WORK/ SERVICE:**

Manpower supply of Listed WCLs-I, Listed WCLs-II & Listed WCLs -III for miscellaneous jobs in OIL Township at deep drains, leader drains, surface drains, all conservancy tracks, bungalows, offices of Duliajan OIL Township under Medical Department for a period of 4 (Four) years.

**IFB NO:** CDI9110P16

Type of IFB: Single Stage Two Bid System

**Location**: Miscellaneous jobs in OIL Township at deep drains, leader drains and surface drains, Duliajan under Medical Department.

Contract Period: 04 (four) years.

#### TECHNICAL BID CLOSING/ OPENING DATE & TIME:

Date: 03.12.2015

Bid Closing Time - 11:00 HRS IST Bid Opening Time - 14:00 HRS IST

Priced Bid Opening Date: Will be intimated to the eligible bidder(s) nearer the time		
& Time		
Bid Submission Mode:	Bid should be submitted online in OIL's E-Procurement portal	
Bid Opening Place:	Office of the: Head-Contracts, Oil India Limited, Duliajan, District- Dibrugarh (Assam) PIN- 786602, Assam	
Tender Fee Bid Sale date :	Rs. 5000.00/- 31/10/2015 To 30/11/2015 (upto 15:30 Hrs IST)	
Bid Validity :	180 days from date of opening of bid.	
Bid Security Amount:	Bid Security Amount: 2,26,000/-	
Amount of Performance Guarantee	7.5% of one year contract value.	
Mobilisation Period	NIL	

(a) E	Bid Security deposited vide Demand Draft/Banker's Cheque/Bank Guarantee **	
	**In case of Bid Security deposited vide Bank Guarantee, it should be valid for	r
	30 days beyond the required bid validity period( i.e. upto 30.06.2016)	
Nο	dated	

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Original hard copy of (a) should reach the office of HEAD-CONTRACTS on or before 12:45 Hrs (IST) on the Bid Closing date, otherwise Bid will be rejected. A scanned copy of this document should also be uploaded along with the Unpriced bid documents or it may be submitted through OIL's electronic Payment Gateway also.

b) Bidders to confirm that in the event of the award of Contract will submit Performance Security Deposit @7.5% of one year contract value and this will not earn any interest.

If Bank Guarantee is submitted towards 'Performance Bank Guarantee', then bidders have to ensure that the BG issuing bank indicate the name and detailed address (including e-mail) of their higher office from where confirmation towards genuineness of the BG can be obtained.

2.0 SEALED ENVELOPES containing the Bid Security shall clearly be marked with the above Tender Number and description of work and addressed to

# HEAD-CONTRACTS CONTRACTS DEPARTMENT OIL INDIA LIMITED DULIAJAN - 786602, ASSAM

All bidders shall deposit the requisite BID SECURITY in the form of Demand Draft/Banker's Cheque/Bank Guarantee in favour of M/s Oil India Limited and payable at DULIAJAN or **it may be submitted through OIL's electronic Payment Gateway also**. This BID SECURITY shall be refunded to all unsuccessful bidders, but is liable to be forfeited in full or part, at Company's discretion, as per Clause No. 5(a) below. **Bids without BID SECURITY in the manner specified above will be summarily rejected.** 

- 2.1 Bid should be submitted online up to 11:00:00(IST) (Server Time) on the date as mentioned and will be opened on the same day at 14:00:00 (IST) at the Office of Head-Contracts in presence of authorized representative of the bidders.
- 3.0 The rates shall be quoted as specified in the "PRICE BID FORMAT" attached just below the "Tendering Text" only under Notes & Attachments tab.

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 certificate with organization's Name" digital certificates [e commerce application (Certificate with personal verification and Organization Name)] as per Indian IT Act, 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India while uploading the bid.

Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidder to bind the Bidder to the contract. The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature used for signing is not of "Class-3 with organization's name", the bid will be rejected.

Bidder is responsible for ensuring the validity of digital signature and it's proper usage by their employees.

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- 4.0 The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.
- 5.0 (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to forfeiture of his/her/their BID SECURITY in full and debarred from participation in future tenders, at the sole discretion of the company and the period of debarment will be 2 (Two) years.
- (b) Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim / correspondence will be entertained in this regard.
- 6.0 The Bid must be valid for **180 (One hundred & Eighty) days** from the date of opening of the bid. Bids with short validity will be summarily rejected.
- 7.0 Conditional bids are liable to be rejected at the discretion of the Company.
- 8.0 The work may be split up amongst more than one contractor at the sole discretion of the Company.
- 9.0 The bidders are required to furnish the composition and status of ownership of the firm in whose name bid documents have been purchased/issued along with one or more of the following documentary evidences (which are applicable to the bidder) in support of the same and scanned copies of the same should be uploaded along with the Un-priced bid documents.
- 10.0 In case of Sole Proprietorship Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and copies of Service Tax and Central Excise Registration Certificates, if any.
- 10.1 In case of HUF, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and copies of Service Tax and Central Excise Registration Certificates, if any.
- 10.2 In case of Partnership Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return indicating therein the name, residential address, Email and telephone numbers of all the partners(including the Managing Partner), registered partnership agreement/deed, copy of registration certificate as Partnership Firm, copies of Service Tax and Central Excise Registration Certificates, if any.
- 10.3 In case of Co-Operative Societies, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and copies of Service Tax and Central Excise Registration Certificate.
- 10.4 In case of Societies registered under the Societies Registration Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the Societies and copies of Service Tax and Central Excise Registration Certificate.

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- 10.5 In case of Joint Stock Companies registered under the Indian Companies Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and copies of Service Tax and Central Excise Registration Certificate.
- 10.6 In case of Trusts registered under the Indian Trust Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the trustees or persons who are at the helm of affairs, registration certificate from the Registrar of the state, Trust Deed and copies of Service Tax and Central Excise Registration Certificates, if any.
- 11.0 The selected bidder will be required to enter into a formal contract, which will be based on their bid and O.I.L's Standard Form of Contract.
- 12.0 Time will be regarded as the essence of the Contract and the failure on the part of the Contractor to complete the work within the stipulated time shall entitle the Company to recover liquidated damages and / or penalty from the Contractor as per terms of the tender /contract.
- 13.0 The contractor will be required to allow OIL's officials to inspect the work site and documents in respect of the workers payment.
- 14.0 Within two weeks of issue of LOA, the successful Bidder shall furnish a Security Deposit in the form of Demand Draft / Banker's Cheque / Cash / Bank Guarantee (valid for six months beyond the expiry of contract) from a Nationalized Bank / Scheduled Bank as specified above before signing the formal contract. The Security Deposit will be refunded to the Contractor after satisfactory completion of the work and six months thereafter, but a part or whole of which could be deducted/adjusted by the Company for loss due to the Company for any reason. No interest shall be payable to the contractor on this Security Deposit.
- 14.1 In the event of failure on the part of the successful bidder to sign the contract within the period specified above or any other time period specified by OIL. OIL reserves the right to terminate the LOA issued to the successful bidder. The party shall also be debarred for a period of 2(two) years from the date of default.
- 15.0 Discounts / Rebates:
- 15.1 The OIL will evaluate and compare the bids as per Bid Evaluation Criteria of the bidding/tender documents.
- 15.2 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 discount/rebate, the contract shall be awarded after taking into consideration such discount / rebate.
- 16.0 Backing out by Bidder: In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be debarred for a period of 2(two) years from the date of withdrawal of bid/offer.

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- 17.0 Backing out by L-1 Bidder after issue of LOA: In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall then be forfeited and the firm shall be debarred for 2(two) years from the date of default.
- 18.0 Furnishing Fraudulent Information / Document: If it is found that a Bidder/Contractor has furnished fraudulent document/information, the Bid Security/Performance Security shall be forfeited and the party debarred for period of 3(three) years from date of detection of such fraudulent act, besides the legal action.

#### 19.0 The tender will be governed by:

Forwarding Letter.

Instruction to Bidders

BRC-BEC-Bid Rejection Criteria & Bid Evaluation Criteria.

Part - I - General Conditions of Contract (GCC)

Part - II - Schedule of Work, Unit and Quantity (SOQ)

Part - III - Special Conditions of Contract (SCC)

Part-IV-Schedule of company's Plants, Materials and Equipments- Not applicable

Part-V-Safety Measures (SM)

**Integrity Pact** 

Proforma and Annexures

#### **SPECIAL NOTE:**

#### GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT TENDER:

To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organizations Name** as per Indian IT Act, 2000 from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<a href="http://www.cca.gov.in">http://www.cca.gov.in</a>).

Bidders must have a valid User Id to access OIL e-Procurement site for participation. Bidders can click on **Guest login** button to view the available open tenders in the E-portal.

Vendors having user ID & password can purchase bid documents on-line through OIL's electronic Payment Gateway.

New Vendors shall obtain User ID & password through online vendor registration system in e-portal and can purchased bid documents subsequently in the similar manner.

Alternatively, parties can write to Head-Contracts, Contracts Department, Oil India Limited, P.O. Duliajan, Assam-786602 along with cost of bid document(non refundable) in the form of Demand Draft / Banker's Cheque from any Scheduled Bank in favour of OIL INDIA LIMITED, payable at Duliajan and bidder details (valid e-mail ID, address with PIN code, telephone number, mobile number) which must reach Head-Contracts office on or before the last date of sale of Bid Document. User ID and initial password will be communicated to the bidder through e-mail (e-mail ID as mentioned in the request letter)

No physical tender documents will be provided. Details of NIT can be viewed using "Guest Login" provided in the e-Procurement portal. The link to e-Procurement portal has been also provided through <u>OIL's web site www.oilindia.com.</u>The prescribed Bid Forms for submission of bids are available in the Technical RFx -> External Area -> Tender Documents. The general details of tender can be viewed by opening the RFx [Tender] under RFx and Auctions. The details of items tendered can be found in the Item Data and Attachments and details uploaded under Technical RFX.

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In case any bidder is exempted from paying the Bid Document Cost, they should request OIL with supporting documents for issue of the User ID & Password. The detailed guidelines are available in OIL's e-procurement site.

Please note that all tender forms and supporting documents are to be submitted through OIL's E-Procurement site only except <u>Original Bid Security</u> which is to be submitted in sealed envelope <u>super scribed with tender no. and due date to</u>: The Head Contract, Contracts Department, Oil India Limited, Duliajan-786602.

#### OR it may be submitted through OIL's electronic Payment Gateway also.

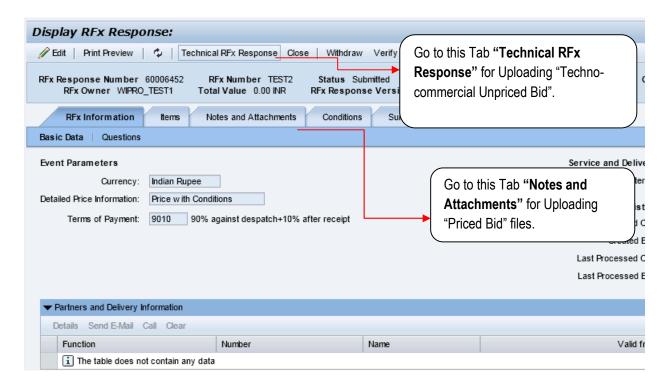
Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in the rejection of its offer without seeking any clarifications. Offers sent without the requisite value of prescribed bid security (if called for in the bid) in original/or through payment gateway will be ignored straightway.

- 20.0 The tender is invited under SINGLE STAGE -2- BID SYSTEM. The bidder has to submit both the "TECHNICAL" and "COMMERCIAL" bid through electronic form in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender portal.
- 20.1 Please ensure that the Techno-Commercial Bid is to be submitted as per Scope of Work & Technical Specifications along with all technical related documents related to the tender in the *Technical RFx Response-> User > Technical Bid* only. The "TECHNO-COMMERCIAL UNPRICED BID" shall contain all technocommercial details except the prices. Please note that no price details should be uploaded in Technical RFx Response Tab.
- 20.2 The Price Bid rates to be quoted as specified in the "PRICE BID FORMAT" attached just below the "Tendering text" in the attachment option under "Notes & Attachments" of OIL's e-Tender portal. <u>The price quoted in the "PRICE BID FORMAT"</u> will only be considered for evaluation.

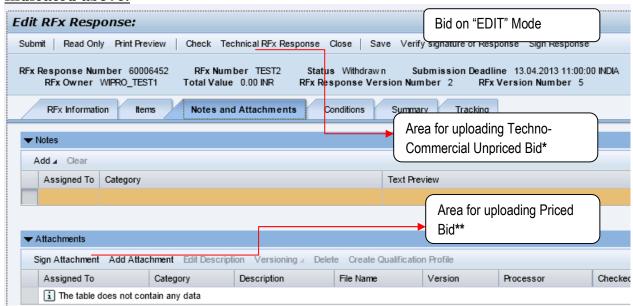
Please note that no price details should be uploaded in Technical RFx Response Tab. Details of prices as per Price Bid format / Priced bid can be uploaded as Attachment in the attachment link below tendering text in the attachment option under "Notes & Attachments". A screen shot in this regard is given below. Offer not complying with above submission procedure will be rejected.

<u>Please note that no price details should be uploaded in Technical RFx Response, otherwise the offer will be rejected.</u>

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## On "EDIT" Mode- The following screen will appear. Bidders are advised to Upload "Techno-Commercial Unpriced Bid" and "Priced Bid" in the places as indicated above:



#### Note:

- \* The "Techno-Commercial Unpriced Bid" shall contain all techno-commercial details **except the prices**.
- \*\* The "Price bid" must contain the price schedule. For uploading Price Bid, first click on Sign Attachment, a browser window will open, select the file from the PC and click on "Sign" to sign the file. On Signing a new file with extension .**SSIG** will be created. Close that window. Next click on Add Atachment, a browser window will open, select the .**SSIG** signed file from the PC and name the file under Description, Assigned to General Data and click on OK to save the File.

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- 20.0 **SINGLE STAGE TWO BID SYSTEM** shall be followed for this tender and only the PRICED-BIDS of the bidders whose offers are commercially and technically acceptable shall be opened for further evaluation.
- 21.0 The Integrity Pact is applicable against this IFB: 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 declined to submit the Integrity Pact, their bid shall be rejected straightway

The name of the OIL's Independent External Monitor(s) at present are as under: (a) ShriRaghawSharanPandey, IAS(Retd), Former Secretary, Ministry of Petroleum & Natural Gas; E-mail: rspandey\_99@yahoo.com

(b) ShriRajiv Mathur, IPS(Retd), Former Director, IB, Govt. of India; E-mail: <a href="mailto:rajivmathur23@gmail.com">rajivmathur23@gmail.com</a>

NB: All the Bids must be Digitally Signed using "Class 3" digital signature certificate with Organizations Name (e-commerce application) as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable.

Bidders should submit their bids explicitly mentioning compliance / non compliance to all the NIT terms and conditions.

22.0 Please do refer the User Manual provided on the portal on the procedure "How to create Response" for submitting offer.

**HEAD-CONTRACTS** 

#### **INSTRUCTIONS TO BIDDERS**

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.

#### 2.0 BIDDING DOCUMENTS

- 2.1 The services required, bidding procedures and contract terms are prescribed in the Bidding Documents. This Bidding Document includes the following:
- a) A forwarding letter highlighting the following points
- (i) Company's IFB No.
- (ii) Bid closing date and time
- (iii)Bid opening date, time and place
- (iv)Bid submission place
- (v)Bid opening place
- (vi) The amount of Bid Security
- (vii) The amount of Performance Guarantee
- b) Instructions to Bidders
- c) BRC /BEC
- d) General Conditions of Contract (Part-I)
- e) Schedule of Work, Unit, Quantities, Rates and Prices (Part- II-SOQ)
- f) Special Conditions of Contract (Part-III-SCC)
- g) Schedule of company's Plants, Materials and Equipments-(Part-IV):N/A
- h) Safety Measures (Part-V-SM)
- i) Price Bid Format
- i) Integrity Pact
- k)Proforma& Annexure.
- 2.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid document. Failure to furnish all information required in the Bidding Documents or submission of a bid not substantially responsive to the Bidding 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 Bid Document has been issued.
- 3.2 Unsolicited offers will not be considered and will be rejected straightway.

#### 4.0 AMENDMENT OF BIDDING 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 Bidding Documents by the issuance of an Addendum.
- 4.2 The Addendum will be sent in writing through post / courier / Fax/e-mail to all prospective Bidders to whom Company has sent the bid documents and also be uploaded in the OIL's e-portal in the <u>Technical RFx</u> under the tab "Amendments to

#### **INSTRUCTIONS TO BIDDERS**

Tender Documents". The company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason. Bidders shall also check OIL's E-Tender portal ["Technical RFx" under the tab "Amendments to Tender Documents"] for any amendments to the bid documents before submission of their bids.

#### **5.0 PREPARATION OF BIDS**

- 5.1 LANGUAGE OF BIDS: The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder and the Company shall be in English language, except that any printed literature may be in another language provided it is accompanied by an English translated version, which shall govern for the purpose of bid interpretation.
- 5.2 DOCUMENTS COMPRISING THE BID: The complete bid should be submitted on-line in the e-portal as Single Stage2- Bid System

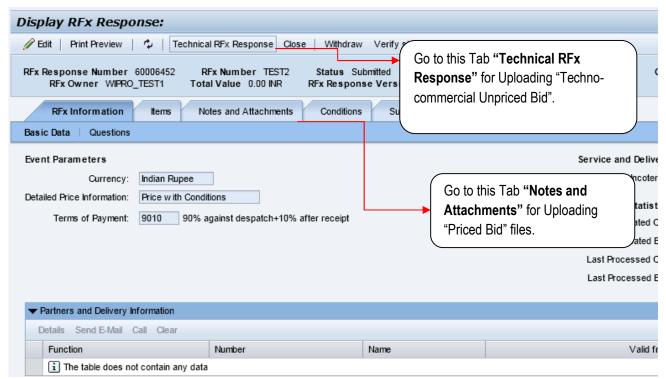
#### 6.0 BID FORM:

6.1 The bidder shall complete the Bid Form(Proforma-C) and to be submitted along with the Technical Bid.

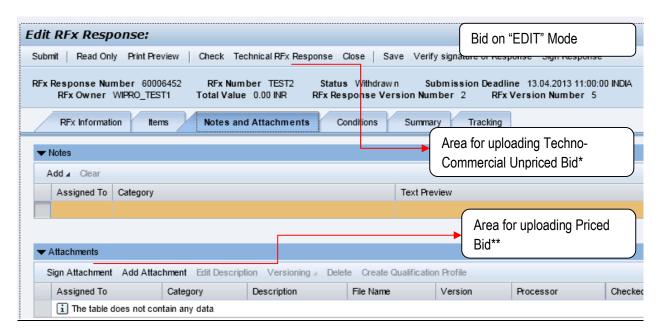
#### 7.0 BID PRICE:

- 7.1 Prices must be quoted by the bidders, both in words and in figures. In case of any discrepancy between the words and in figures, the prices indicated in words only will be considered.
- 7.2 Price quoted by the successful bidder must remain firm during its performance of the Contract and will not be subjected to variation on any account.
- 7.3 Since the tender is invited under SINGLE STAGE 2- BID SYSTEMand as such no price details should be uploaded in Technical RFx Response Tab. Details of prices as per Price Bid format / Priced bid can be uploaded as Attachment in the attachment link below tendering text in the attachment option under "Notes & Attachments". Kindly refer to the screen shots below.

#### **INSTRUCTIONS TO BIDDERS**



On "EDIT" Mode- The following screen will appear. Bidders are advised to Upload "Techno-Commercial Unpriced Bid" and "Priced Bid" in the places as indicated above:



#### Note:

- \* The "Techno-Commercial Unpriced Bid" shall contain all techno-commercial details.
- \*\* The "Price bid" must contain the price schedule.

#### **INSTRUCTIONS TO BIDDERS**

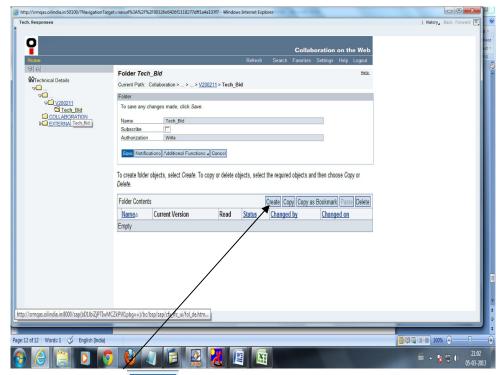
7.4 Bidder shall be deemed to have satisfied himself before submitting his bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.

Following screenshots are shown of the procedure for loading the Technical Bid.

Create Technical Rfx response .To create Technical Rfx response click on

, at the top of the Response.(Refer screen shot above).System will





Click on button Create to create and upload new document

#### **INSTRUCTIONS TO BIDDERS**

### 8.0 <u>DOCUMENTS</u> <u>ESTABLISHING</u> <u>BIDDER'S</u> <u>ELIGIBILITY</u> <u>AND</u> <u>QUALIFICATIONS:</u>

8.1 These are as per BRC / BEC.

#### 9.0 PERIOD OF VALIDITY OF BIDS:

- 9.1 Bids shall remain valid for 180 days from the date of bid opening.
- 9.2 In exceptional circumstances, the OIL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (e-mail or by Fax). 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.

#### 10.0 FORMAT AND SIGNING OF BID:

10.1 The original and all copies of the bid shall be typed or written in indelible inks and shall be signed (digitally) by the Bidder or a person or persons duly authorized to bind the Bidder to the contract.

#### 11.0 SUBMISSION OF BIDS.

11.1 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 certificate with organization's Name" digital certificates [e commerce application (Certificate with personal verification and Organization Name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India while uploading the bid.

Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidder to bind the Bidder to the contract. The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature used for signing is not of "Class-3 with organization's name", the bid will be rejected.

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

11.2 Any person signing the Bid or any other document in respect of this Bid 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.

#### **INSTRUCTIONS TO BIDDERS**

- 11.2.1 Timely submission of the bids is the responsibility of the Bidder. Bid should be submitted before the bid closing date and time. Company shall not be responsible for any delay.
- 11.3 E-mail/ Fax/ Telex/Telegraphic/Telephonic offers will not be accepted.
- 11.4 Bidder shall submit the Bid, duly completed in terms of the Bid Document.

#### 12.0 DEADLINE FOR SUBMISSION OF BIDS:

- 12.1 Bids should be submitted on-line up to **11.00AM (IST) (Server Time)** on the Bid Closing date mentioned in the Forwarding Letter.
- 12.2 No bid can be submitted after the submission date line is reached. <u>The system time displayed on the e-procurement web page shall decide the submission dead line.</u>
- 12.3 The documents in physical form as specified must be received by Company at the address specified in the "Forwarding Letter" on or before the Bid Closing Date & Time mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

#### 13.0 LATE BIDS:

13.1 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. Any Bid received by the Company after the Bid Closing Date & Time stipulated by the Company shall be rejected.

#### 14.0 MODIFICATION AND WITHDRAWAL OF BIDS:

- 14.1 No bid can be modified / withdrawn subsequent to the deadline for submission of bids.
- 14.2 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified in the tender. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its Bid Security.

#### 15.0 EXTENSION OF BID SUBMISSION DATE:

15.1 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. In case of receipt of only one Bid on the Bid Closing Date and Time, OIL may extend the Bid Closing /Opening Date by 2(two) weeks at the sole discretion of the company. However, the bidder whose bid has been received within the bid closing date and time will not be allowed to revise their Bid/prices. Withdrawal of such Bid also will not be permitted.

#### **INSTRUCTIONS TO BIDDERS**

#### 16.0 BID OPENING AND EVALUATION:

- 16.1 OIL shall open the Bids, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Covering Letter. However, an authorization 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 RFx" will be opened. Bidders therefore should ensure that Techno-Commercial bid is uploaded in the "Technical RFx" Tab only and no price should be mentioned anywhere under the Technical RFx.
- 16.2 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 full working day and time.
- 16.3 Bid for which an acceptable notice of withdrawal has been received pursuant to clause 14.0 above shall not be opened. OIL shall examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.
- 16.4 Bid opening shall be done as detailed in clauses 16.1 and 16.2 above
- 16.5 OIL shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 16.3
- 16.6 To assist in the examination, evaluation and comparison of bids, 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 vise versa, clarifications may be sought by OIL at its discretion. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- 16.7 Prior to the detailed evaluation, OIL will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A material deviation or reservation is one which affects in any way substantial way the scope, quality or performance of work or which limits in any substantial way, in-consistent way with the bidding 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. OIL's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

#### **INSTRUCTIONS TO BIDDERS**

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

#### 17.0 EVALUATION AND COMPARISON OF BIDS:

- 17.1 The OIL will evaluate and compare the bids as per Priced Bid Format of the bidding documents.
- 17.2 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.

#### 18.0 CONTACTING THE COMPANY:

- 18.1 Except as otherwise provided in Clause 14.0 above, no Bidder shall contact OIL 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 OIL vide sub-clause 16.6.
- 18.2 An effort by a Bidder to influence OIL in the bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

#### 19.0 AWARD CRITERIA:

19.1 OIL 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.

#### 20.0 OIL'S RIGHT TO ACCEPT OR REJECT ANY BID:

20.1 OIL 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 OIL's action.

#### 21.0 NOTIFICATION OF AWARD:

- 21.1 Prior to the expiry of the period of bid validity or extended validity, OIL will notify the successful Bidder in writing by registered letter or by cable or telex or fax or e-mail (to be confirmed in writing by registered / couriered letter) that its bid has been accepted.
- 21.2 The notification of award will constitute the formation of the Contract.

#### 22.0 SIGNING OF CONTRACT:

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

#### **INSTRUCTIONS TO BIDDERS**

- 22.2 Within 2 Weeks from the date of issue of Letter of Award (LOA), the successful Bidder shall sign and date the contract and return it to OIL. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.
- 22.3 In the event of failure on the part of the successful bidder to sign the contract within the period specified above or any other time period specified by OIL. OIL reserves the right to terminate the LOA issued to the successful bidder. The party shall also be debarred for a period of 2(two) years from the date of default.
- 22.4 The Contractor after signing of the formal contract and before issue of Work-order will have to submit documentary evidence (Copy of Insurance Policy under Employee Compensation Act, 1923, original money receipt of Premium paid and a copy of the Labour License for the particular Contract under The Contract Labour Rules, 1971) against the workers as mentioned in the Bid document during the contract period or for the full contract period.

#### 22.5 **Mobilisation Period**: Nil

#### 23.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:

23.1 If it found that a bidder has furnished fraudulent information/documents, it shall constitute sufficient ground for annulment of the award 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.

#### 24.0 BID DOCUMENT:

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 to be executed under this contract.

## 25.0 In the event of awarding contract the Contractor shall have to submit Invoice of Service Tax as per the following Format

(Format of Invoice (As per Rule 4A (1) of the Service Tax Rule's 1994)

#### 

Name & address of the Service Receiver

Oil India Limited, Duliajan, Assam

Invoice Date.......

Particulars	Amount (Rs)
Description of the service provided or agreed to be provided	A
(e.g. Manpower supply service against Contract Nofor the	
period)	
Add Service Tax if applicable*	В
Total bill amount	

<sup>\*</sup> It may be noted that under the existing provisions of the Finance Act, 1994, Service Tax on manpower supply service is to be charged by the contractor only in those cases where the contractor is a person other than individual, HUF, firm or association of persons.

Signature of authorised person

END OF ITB

#### BRC & BEC

#### A) BID REJECTION CRITERIA (BRC):

- **I)** The bids shall conform generally to the terms and conditions given in the bidding documents. Notwithstanding the general conformity of the bid, the following requirement will have to be particularly met by the bidders without which the same will be considered non-responsive and rejected:
- i) Bidder must have relevant experience of having successfully completed "similar works" with PSUs / Central Govt. / State Govt. Organization in last 7(seven) years from date of bid closing.

Single contract of minimum value of Rs. 45 lakh

Or

Two contracts of minimum value of Rs. 28 lakh each

Or

Three contracts of minimum value of Rs.22 lakh each

#### Note:-

Similar nature of job mentioned above means: Experience in handling <u>any</u> type of labour supply contracts involving minimum 20(Twenty) labours.

**ii)** In case of OIL's Contractor, who had successfully completed Listed/Unlisted (presently known as Listed-II & Listed-III) WCL Contracts in last 07(Seven) years from date of bid closing are exempted to submit Experience Document in support of Clause No. I-i as mentioned above as well as relevant labour license issued by the office of Labour Commissioner, State/Central Govt.

They have to submit any one of the following document (self attested copy) e.g. Work-order/SES/Completion Certificate of successfully completed Listed/Unlisted (presently known as Listed-II & Listed-III) WCL Contract in support of their experience criteria.

**iii)** Average Annual financial turnover during the last 3(Three) years, ending 31st March 2015 should be at least Rs. 17 lakh.

#### (II) DOCUMENTARY EVIDENCE (Self attested)

(i) <u>For proof of requisite experience</u>, the following documents/photocopies must be submitted along with the bid:-

Certificate issued by PSUs / Central Govt. / State Govt. Organization in last 7(seven) years from date of bid closing, showing:

- a) Gross value of the job done
- b) Nature of Job done
- c) Time period as per NIT
- d) Numbers of labours involved
- (ii) Copy of labour license issued by the office of Labour Commissioner, State/Central Govt. for execution of the contract(s) against clause no (**I**-i).

- (iii) For proof of Annual Turnover, any one of the following documents/ photocopies must be submitted along with the bid:-
- a) A certificate issued by a practicing Chartered/ Cost Accountants Firm with membership no. certifying the Annual Turnover and nature of business.
- b) Audited balance sheet and Profit and Loss account with membership no.

## (III) <u>Documentary Evidence for OIL Contractors as per Clause I-ii (Self attested copies):</u>

- i) For proof of Experience Criteria: Copy of any one of following document: Work-order/SES/Completion Certificate of successfully completed Listed/Unlisted (presently known as Listed-II & Listed-III) WCL Contract.
- ii) <u>For proof of Annual Turnover</u>, any one of the following documents/ photocopies must be submitted along with the bid:-
- a) A certificate issued by a practicing Chartered/ Cost Accountants Firm with membership no. certifying the Annual Turnover and nature of business.
- b) Audited balance sheet and Profit and Loss account with membership no.
- **IV)** Non- submission of the above documents as specified in BRC above will result in rejection of bids.
- V) The Integrity Pact is applicable against this tender. 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 declined to submit the Integrity Pact, their bid shall be rejected straightway.
- VI) The bidders must quote the profit, establishment & handling element in percentage terms only where the lower ceiling of the margin is termed as 5.00%(Five Percentage) and the upper ceiling is termed as 10.00%(Ten percent) up to two decimal point will only be considered. Bidder quoting below 5.00% and above 10.00% will be summarily rejected

#### B) BID EVALUATION CRITERIA (BEC):

The bids conforming to the terms and conditions stipulated in the bid documents and considered to be responsive after subjecting to the Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria given below:

1. To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of value quoted for the profit, establishment & handling element (in percentage terms) in Price Bid Format of the biding document.

- 2. OIL will not be responsible for delay, loss or non receipt of applications (for bidding documents) sent by mail and will not entertain any correspondence in this regard.
- 3. Bidders are advised not to indicate any separate discount. Discount if any, should be merged with the quoted offer. Discount of any type indicated separately will not be taken into account for evaluation purpose. However, in the event such offer without considering discount is found to be lowest, OIL shall avail such discount at the time of award of contract.
- 4. In case, if L-1 bidder happens to be more than one, contract will be awarded on the basis of draw of lots.

#### C. COMMERCIAL

- 1.0 Bids are invited under Single Stage 2- bid system i.e., Bidders must offer firm rates i.e. only one Profit, Establishment, Handling Charges in percentage terms to two decimal points between 5.00% and 10.00 % whereas lower ceiling will be treated as 5.00% and upper ceiling will be treated as 10.00%.
- 2.0 Profit, Establishment, Handling Charges quoted by the successful bidder must remain firm during the entire period of the contract and not subject to variation on any account whatsoever. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 3.0 During the Online submission of the bid, a scanned copy of the Bid Security shall be uploaded as a part of the Technical Bid. The validity period and amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. The Original Bid Security should however be forwarded to office of the "Head-Contracts, Oil India Limited, Duliajan-786602, Assam" which should reach the said office on or before 12.45 Hrs(IST) on the bid closing date, otherwise Bid will be rejected or it may be submitted through OIL's electronic Payment Gateway also.
- 4.0 No bid can be submitted after the submission deadline is reached. The system time displayed on e-procurement web page shall decide the submission deadline.
- 5.0 Any Bid received in the form of physical document, Fax/e-mail/Telephonic discussion will not be accepted.
- 6.0 Bids must be kept valid for a minimum period of 180 days from the date of scheduled bid closing. Bids with inadequate validity will be rejected.
- 7.0 Bidders must quote clearly and strictly in accordance with the Price Bid Format of the bidding document; otherwise the bid will be summarily rejected.
- 8.0 The Company also reserves the right to cancel/withdraw the Tender without assigning any reasons to the bidders, for which no compensation shall be paid to the bidder. The bidder must confirm their acceptance to this clause in their respective bids.
- 9.0 Bid shall be digitally signed and uploaded by the bidder or his authorized representative, failing which the bid will be rejected.

BRC & BEC

#### D. GENERAL:

- (i) 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.
- (ii) 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 BRC also and such clarification fulfilling the BRC clauses must be received on or before stipulated day from the date of clarification sought by the company, failing which the bid will be rejected.
- (iii) 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.
- (iv) The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

#### **E. OTHER DOCUMENTS:**

Bidder(s) must also furnish the followings:

- 1) NAME OF FIRM& Composition of FIRM\*:
- 2) DETAIL POSTAL ADDRESS
- 3) TELEPHONE NO. (If available)
- 4) MOBILE NO.
- 5) Valid E-MAIL
- 6) FAX No.(If available)
- 7) CONTACT PERSON: With Authority letter from Contractor
- 8) CONTACT PERSON'S CONTACT NO.
- 9) PAN (Self Attested copy required)
- 10) BANK ACCOUNT NO.
- 11) BANK ACCOUNT TYPE.
- 12) BANK NAME(with IFSC Code/MICR No.)
- 13) BANK ADDRESS
- 14) SERVICE TAX REGD.NO. (Self Attested copy required)
- 15) P.F.CODE NO. (Self Attested copy required)
- 16) VENDOR NO. (IF AVAILABLE)

\*In case of proprietorship firm, self attested copy of details particular with photo/signature; in case of partnership firm, self attested copy of Partnership Deed Agreement; in case of Ltd Company, self attested copy of Certificate of Incorporation, Memorandum and Articles of Association, list of surviving and active Director with all details to be submitted.