



## FORWARDING LETTER

**Sub: IFB No. CGI3559P20 Hiring of services for Designing, Editing, Printing and other associated services for Premium Quality Coffee Table Book on “Legacy of OIL’s Pipeline” ( In English Language).**

Dear Sir(s),

**1.0** OIL INDIA LIMITED (OIL), a “Navaratna” Category, Government of India Enterprise, is a premier Oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Duliajan is well connected by Air with nearest Airport being at Dibrugarh, 45 km away.

**2.0** In connection with its operations, OIL invites Local Competitive Bids (LCB) from competent and experienced/approved Contractors/Firms for the mentioned work/service under **OPEN E-TENDER SINGLE STAGE TWO BID SYSTEM** through OIL’s E-Procurement Portal: “<https://etender.srm.oilindia.in/iri/portal>” for **Hiring of services for Designing, Editing, Printing and other associated services for Premium Quality Coffee Table Book on “Legacy of OIL’s Pipeline”**. One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL’s E-Procurement Portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL’s E-Procurement Portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

(i)	E-Tender No.	:	CGI3559P20
(ii)	Type of Bid	:	<b>Open Indigenous E-Tender, Single Stage Two Bid System</b>
(iii)	Bid Closing Date & Time	:	As mentioned in the E-procurement portal.
(iv)	Technical Bid Opening Date & Time	:	As mentioned in the E-procurement portal.
(v)	Price Bid Opening Date & Time	:	As mentioned in the E-procurement portal.
(vi)	Bid Submission Mode	:	Bids must be uploaded online in OIL’s E-Procurement Portal.
(vii)	Bid Opening Place	:	Office of Office of The Deputy General Manager - Materials (PL), Oil India Limited (Pipeline Headquarter), P.O. Udayan Vihar, Guwahati - 781171
(viii)	Bid Validity	:	Minimum <b>120 (One Hundred Twenty)</b> days from Original Bid Closing Date.

			<p>Note: In exceptional circumstances, 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 (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.</p>
(ix)	Mobilization Period	:	<p>Contractor shall have to mobilize their experts and equipment , if any for the job within 07 days from the date of issue of LOA .</p>
(x)	Bid Security/EMD Amount	:	<p>Rs. 95,000.00 (Rupees Ninety Five Thousand only)</p> <p><b>a.</b> The Bid Security should be submitted only in the form of Bank Guarantee as per BG format enclosed herewith <b>(Proforma-V)</b>.</p> <p><b>b.</b> Alternately, Bid Security/EMD can also be paid through the online payment gateway against this tender.</p> <p><b>c.</b> In case of Bidder(s) submitting Bid Security in the form of Bank Guarantee, the original hard copy of Bid Security should reach the office on or before <b>bid closing date and time</b>.</p> <p><b>d.</b> A scanned copy of Bid Security document should also be uploaded along with the Un-priced Techno-Commercial Bid documents.</p> <p><b>e.</b> This Bid Security Deposit shall be refunded to all unsuccessful bidders, but is liable to be forfeited in full or part, at Company's discretion, as per <b>Clause No. 9.0</b> below. Bids without Bid Security Deposit in the manner specified above will be summarily rejected.</p> <p>No other mode of payment will be accepted by the Company. The Bid Security shall not earn any interest to the bidder from the Company.</p> <p><b>Notes:</b></p> <p>Bidders claiming waiver of Bid Security shall upload supporting documents as mentioned in Para. No. 4.0 below.</p> <p>Any offer not accompanied with the Bid Security shall be treated as invalid and summarily rejected. Any subsequent deposit of Bid Security after the bid closing date shall not</p>

			be permitted. Also, adjustment of Bid Security due against the instant tender, against dues from the Company or on any account shall not be permitted.
(xi)	Bid Security/EMD Validity	:	As mentioned in the E-procurement portal.
(xii)	Original Bid Security to be submitted	:	Office of Office of The Deputy General Manager - Materials (PL), Oil India Limited (Pipeline Headquarter), P.O. Udayan Vihar, Guwahati - 781171
(xiii)	Amount of Performance Security	:	10% of Contract value.  <b>a.</b> Bidders can submit performance Security in the form of Bank Guarantee from any Scheduled Indian Bank as per BG format enclosed herewith <b>(Proforma-VII)</b> .  <b>b.</b> Performance Security Money shall not earn any interest.
(xiv)	Validity of Performance Security	:	90 (Ninety) days beyond the contract period/duration.
(xv)	Location of job		OIL's Pipe line Office at PO : Udayan Vihar Guwahati – 781171, Assam (India)
(xvi)	Duration of the Contract	:	03 (Three) Months.
(xvii)	Quantum of Liquidated Damage for Default in Timely Mobilization/ Completion	:	<b>Refer clause No. 28</b> of General Conditions of Contract.
(xviii)	Bids to be addressed to	:	Office of Office of The Deputy General Manager - Materials (PL), Oil India Limited (Pipeline Headquarter), P.O. Udayan Vihar, Guwahati - 781171
(xix)	Pre-Bid conference	:	Tentatively scheduled on 23.01.2020
(xx)	Last Date of receipt of Queries	:	21.01.2020 (Queries received after 21.01.2020 will not be entertained)
(xxi)	Integrity Pact		Not Applicable

**2. Note:**

- A. OIL has made arrangement for online confirmation of Bank Guarantee through SFMS Platform with Axis Bank, Guwahati. Therefore, bidders submitting Bid Security in the form of Bank Guarantee must route the BG through SFMS platform as per following details –

***a. (i) MT 760/MT 760 COV for issuance of bank guarantee***

**(ii) MT 767/MT 767 COV for amendment of bank guarantee**

***The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Guwahati Branch, IFS Code – UTIB0000140, Branch Address – Axis Bank Ltd., Guwahati Branch, Chibber House, G.S. Road, Dispur, Assam, Pin – 781005.***

- b. The Bidder shall submit to OIL the copy of SFMS message as sent by the issuing bank branch along with the original bank guarantee.***

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

**3.0 GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT**

**3.1** Bids are to be submitted online through OIL's E-Procurement Portal with digital signature. To participate in OIL's E-Procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organizations Name** and **Encryption Certificate** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). Digital Signature Certificates having "**Organization Name**" field other than **Bidder's Name** are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable.

Encryption certificate is mandatorily required for submission of bid. In case bidder creates response with one certificate (using encryption key) and then the bidder changes his Digital Signature Certificate, then the old certificate (used for encryption) is required in order to decrypt his encrypted response for getting the edit mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LTD. is not responsible.

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 Organizations Name** and **Encryption Certificate**", the bid will be rejected.

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

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the Bidder/Bidding company to bind the Bidder/Bidding company to the contract.

**3.2** For participation, applicants already having User ID & Password for OIL's E-Procurement Portal need to register against the IFB. New vendors/existing vendors not having User ID & Password for OIL's E-Procurement Portal shall obtain User ID & password through online vendor registration system in E-Portal.

**3.2.1** Bidders without having E-Tender Login ID and password should complete their online registration at least 07 (Seven) days prior to the scheduled Bid Closing Date and time of the tender. For online registration, bidder may visit OIL's E-Tender site <https://etender.srm.oilindia.in/irj/portal>.

**3.2.2** Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.

**3.3** Parties, who do not have a User ID, can click on **Guest** login button in the E-portal to view and download the tender. **The detailed guidelines are available in OIL's E-Procurement site (Help Documentation).** For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at [erp\\_mm@oilindia.in](mailto:erp_mm@oilindia.in), Ph.: 0374- 2807178/4903.

**3.4** Details of process for submission of Bid Security (EMD) through the online payment gateway are available in Vendor User Manual under E-Procurement Portal. (**Note:** Important Points for on-line Payment can be viewed at Oil India's website at url: <http://oil-india.com/pdf/ETenderNotification.pdf>).

**3.5** The link to OIL's E-Procurement Portal has been provided through OIL's web site ([www.oil-india.com](http://www.oil-india.com)).

**4.0 EXEMPTION FROM BID SECURITY PAYEMENT:** In case any bidder is exempted from paying the Bid security, they should request OIL with supporting documents. The detailed guidelines for exemption of the Bid security are given below.

- a) 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.
- b) Central Government Departments and Central Public Sector Undertakings (CPSUs) are also exempted from submitting bid security.
- c) 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.
- d) Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant MSE Certificate issued by appropriate authority.

**5.0** Bid should be submitted online in OIL's E-Procurement site up to **11.00 AM (IST) (Server Time)** on the date as mentioned and will be opened on the same day at **2.00 PM (IST)** at the office of the DGM-Materials in presence of the authorized representatives of the bidders.

**6.0** The rates shall be quoted per unit as specified in the **"PRICE BIDDING FORMAT"** attached under **"Notes and Attachments"** tab. Bidder should note that no pricing information is furnished in the **"Technical Attachment"** (Un-priced Techno-Commercial Bid) otherwise the bid will be rejected.

**7.0** The tender is invited under **OPEN E-TENDER SINGLE STAGE TWO BID SYSTEM**. The bidder has to submit both the **“TECHNICAL”** and **“PRICED”** bid through electronic form in the OIL’s E-Tender portal within the Bid Closing Date and 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. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded under **“Technical Attachment”** Tab only. **Bidders to note that no price details should be uploaded in “Technical Attachment”** Tab Page. The Price Bid rates shall be quoted per unit as specified in the **“PRICE BIDDING FORMAT”** attached under **“Notes and Attachments”** tab in the main bidding engine of OIL’s E-Tender portal. The price quoted in the “PRICE BIDDING FORMAT” will only be considered for evaluation.

**8.0** The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.

**9.0** (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 Deposit in full and debar from participation in future tenders, at the sole discretion of the company.

(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.

**10.0** Conditional bids are liable to be rejected at the discretion of the Company.

**11.0** 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 Techno-Commercial Bid documents.

**11.1** In case of Sole Proprietorship Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and GSTIN number.

**11.2** In case of HUF, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and GSTIN number.

**11.3** In case of Partnership Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the partners (including the Managing Partner), registered partnership agreement/deed and GSTIN number.

**11.4** In case of Co-Operative Societies, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form 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 GSTIN number.

**11.5** In case of Societies registered under the Societies Registration Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form 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 state and GSTIN number.

**11.6** In case of Joint Stock Companies registered under the Indian Companies Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form 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 GSTIN number.

**11.7** In case of Trusts registered under the Indian Trust Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Trustee or persons who are at the helm of affairs, registration certificate from the Registrar of the state, Trust Deed and GSTIN number.

## **12.0 BIDDING DOCUMENTS:**

**12.1** 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) Description of Service
  - (iii) Bid closing date and time
  - (iv) Bid opening date, time and place
  - (v) Bid submission place
  - (vi) The amount of Bid Security
  - (vii) The amount of Performance Guarantee
- b) BEC/BRC
- c) General Conditions of Contract (GCC): **Part-I**
- d) Schedule of Work, Unit, Quantities (SOQ): **Part- II**
- e) Special Conditions of Contract (SCC): **Part-III**
- f) Schedule of Company's Plants, Materials and Equipments (SCPME): **Part-IV**  
**[Not applicable for this Tender]**
- g) Safety Measures (SM): **Part-V**
- h) Integrity Pact (IP): **Part-VI-Not Applicable**
- i) Price Bidding Format (Attached under "**Notes and Attachments**" tab in the main bidding engine of OIL's E-Tender portal)
- j) Proformas and Annexures
- k) Technical Evaluation Sheet for BEC-BRC & others

**12.2** 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 without seeking any clarifications.

**SPECIAL NOTE:** Please note that all tender forms (Forwarding Letter, (BEC-BRC) Bid Evaluation Criteria & Bid Rejection Criteria, Part-I: (GCC) General Conditions of Contract, Part-II: (SOQ) Schedule of Work, Unit and Quantity, Part-III: (SCC) Special Conditions of Contract, Part-V: (SM) Safety Measures, Part-VI: (IP) Price Bidding Format, Technical Evaluation Sheet for BEC-BRC & others) and supporting documents are to be submitted through OIL's E-Procurement site only except following documents which are to be submitted

manually in sealed envelope super scribed with Tender No. and due date to The CGM-Contracts, Contracts Department, Oil India Limited, Duliajan-786602.

**a) ORIGINAL BID SECURITY (Only in case of Bidder(s) submitting Bid Security in the form of BANK GUARANTEE):**

A scanned copy of Bid Security should also be uploaded along with the Un-priced Techno-Commercial Bid documents.

**b) ANY OTHER DOCUMENT REQUIRED TO BE SUBMITTED IN ORIGINAL AS PER TENDER REQUIREMENT:**

Scanned copy(s) of the same should also be uploaded along with the Un-priced Techno-Commercial Bid documents.

The above documents including the Original Bid Security (in case of bidders submitting Bid Security in the form of Bank Guarantee) must be received at OIL's office /Tender Box on or before the date and time mentioned in the e-tender portal failing which the bid shall be rejected.

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 will be ignored straightway.

**13.0** The Integrity Pact is **not applicable** against this tender.

**14.0 PREPARATION OF BIDS:**

**14.1 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 official and notarized English translated version, which shall govern for the purpose of bid interpretation.

**14.2 DOCUMENTS COMPRISING THE BID:**

**(I) UN-PRICED TECHNO-COMMERCIAL BID:**

- (i) Bid Documents duly filled up as indicated.
- (ii) Complete technical details/specifications of the equipment with catalogue, etc. as per tender requirement.
- (iii) Documentary evidence established in accordance with BEC/BRC part.
- (iv) Statement of Non-Compliance (if any).
- (v) Bid Security (scanned copy). Hard copy of original Bid Security (Only in case of bidder(s) submitting bid security in the form of Bank Guarantee) should be sent separately to reach **on or before** the date and time mentioned in the e-tender portal **failing which the bid shall be rejected.**



- (vi) Any other document as per tender requirement (scanned copy). Hard copy(s) of the same, if called for in the tender, should be sent separately to reach on or before **the bid closing date and time failing which the bid shall be rejected.**
- (vii) **Physical copy of Coffee Table book to be submitted on or before the bid closing date and time to** Office of Office of The Deputy General Manager - Materials (PL), Oil India Limited (Pipeline Headquarter), P.O. Udayan Vihar, Guwahati -781171. Please bid rejection criteria, clause no.1.2.3 (Technical)

Note: Please note that no price details should be uploaded in UN-PRICED TECHNO-COMMERCIAL BID under “Technical Attachment” Tab.

## **(II) PRICED BID:**

The Priced Bid shall contain the rates/prices along with the currency and any other commercial information pertaining to the rates/prices. Bidder shall quote their rates/prices in the “**PRICE BIDDING FORMAT**” attached under “**Notes and Attachments**” tab in the main bidding engine of OIL’s E-Tender portal. The price quoted in the “**PRICE BIDDING FORMAT**” will only be considered for evaluation.

**15.0** 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.

### **16.0 TRANSFERABILITY OF BID DOCUMENTS:**

**16.1** 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.

**16.2** Unsolicited offers will not be considered and will be rejected straightway.

### **17.0 FORMAT AND SIGNING OF BID:**

The original and all copies of the bid shall be typed or written in indelible inks and shall be signed digitally by the Bidder to bind the Bidder to the contract.

### **18.0 AMENDMENT OF BIDDING DOCUMENTS:**

**18.1** 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 issuance of an Addendum.

**18.2** The Addendum will be uploaded in OIL’s E-Tender Portal in the Tab “Technical RFx” and External Area – “Amendments” folder. 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.**

### **19.0 SUBMISSION OF BIDS:**

**19.1** The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidder to bind the Bidder to the contract.

**19.2** 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.

**19.3** Timely submission of the bids is the responsibility of the Bidder and Bids should be submitted before the bid closing date and time. Company shall not be responsible for any delay.

**19.4** Bidder shall submit the Bid, duly completed in terms of the Bid Document.

**19.5** 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.

## 20.0 SCREEN SHOTS

Go to this Tab **“Notes and Attachments”** for Uploading “Price Bid”

Go to this Tab **“Technical Attachment”** for Uploading “Technical Bid”.

On **“EDIT”** Mode, bidders are advised to upload **“Technical Bid”** and **“Priced Bid”** in the respective places as indicated above:

### Note:

- \* The **“Technical Bid”** shall contain all techno-commercial details **except the prices**.
- \*\* The **“Priced bid”** must contain the price schedule and the bidder’s commercial terms and conditions, if any. For uploading Priced Bid, first click on Add Attachment, a browser window will open, select the file from the PC and name the file under Description, Assigned to General Data and click on OK to digitally sign and upload the File. Please click on Save Button of the Response to Save the uploaded files.

**21.0 Maintenance of Total bid value in the Response:** For convenience of the Bidders and to improve transparency, the rates/costs quoted by bidders against the E-tender shall be available for online viewing after price bid opening to those bidders whose price bids have been opened in the system. For tenders where **Detailed Price Information under RFx Information Tab is “No price”**, the Price Bid is invited through attachment form under “Notes & Attachment”. As per the existing process, Bidders must upload their pricing as per the “Price Bidding Format” under **“Notes & Attachment”**. Additionally the bidders must fill up the **on-line field “Total Bid Value”** under Tab Page **“RFx Information”** with the Total Cost (Including the GST component) as per the amount of the Price Bid in attachment form.

The screenshot shows the 'Create RFx Response' form. At the top, there are tabs: Submit, Read Only, Print Preview, Check, Technical RFx Response, and Close. Below these, the form displays 'RFx Response Number 60038748' and 'RFx Number'. It also shows 'RFx Owner BHARALI' and 'Total Value 0.00 INR'. The 'RFx Information' tab is selected, showing 'Basic Data', 'Questions', and 'Technical Attachments'. Under 'Event Parameters', the 'Currency' is set to 'Indian Rupee'. The 'Detailed Price Information' is set to 'No Price'. The 'Terms of Payment' field is empty. The 'Total Bid Value' field is highlighted with a red box. Callouts explain: 'Bidder to select the currency of the Response' points to the Currency dropdown; '“Total Bid Value” is mandatory in “No Price” RFx only' points to the Detailed Price Information field; and '“Total Bid Value” considering all the taxes & duties.' points to the Total Bid Value field.

The “Total Bid Value” as entered by the Bidder in the on-line response shall be displayed in the e-tender portal amongst the Techno-Commercially qualified bidders and Company will not take any responsibility whatsoever towards incorrect information furnished by the bidders in the “Total Bid Value” field.

It is to be noted that Amount mentioned in the “Total Bid Value” field will not be considered for bid evaluation and evaluation will be purely based on the “Price bidding Format”.

## **22.0 DEADLINE FOR SUBMISSION OF BIDS:**

**22.1** Bids should be submitted on-line up to **11.00 a.m. (IST) (Server Time) on the Bid Closing date** mentioned in the Forwarding Letter. Bidders will be permitted by System to make any changes in their bid after the bid has been uploaded by the bidder prior to the Bid Closing date and time as mentioned in the bid except in condition mentioned in clause 25.0 below. But no changes would be allowed by the system once the due date and time for submission of bids has been reached and bids are opened.

**22.2** No bid can be submitted after the submission deadline is reached. The system time displayed on the e-procurement web page shall decide the submission deadline.

**22.3** The documents in physical form must be received by Company at the address specified in the “Forwarding Letter” on or before **the bid closing date and time**. Timely delivery of

the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

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

**24.0 MODIFICATION AND WITHDRAWAL OF BIDS:**

**24.1** Bidders will be permitted by System to withdraw their bid or make any changes in their bid after the bid has been uploaded by the bidder prior to the Bid Closing date and time as mentioned in the bid. But no changes or withdrawal would be allowed by the system once the due date and time for submission of bids has been reached and bids are opened.

**24.2** No bid can be modified/withdrawn subsequent to the deadline for submission of bids.

**24.3** No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity. Withdrawal of any bid within validity period will lead to forfeiture of his/her/their Bid Security Deposit in full and debar from participation in future tenders, at the sole discretion of the company.

**25.0 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.

**26.0 BID OPENING AND EVALUATION:**

**26.1.1** The bid will be opened on scheduled Bid opening date & time in the presence of any attending Bidder(s) or their Authorized Representative, if any. However, an authorized letter (format given in Proforma Section) from the Bidder must be produced by Bidder's representative at the time of opening of Tender, without which such representative won't be allowed to attend the opening of Tenders. Only one representative against each Bid will be allowed to attend the bid opening. Attending Bidder(s) & Authorized Representative(s) will have to sign a register evidencing their presence.

**26.1.2** In case of two bid system, after the evaluation of the Technical Bids, the Price Bids of only the techno-commercially acceptable Bidders will be opened. The opening Date and Time will be intimated to the techno-commercially qualified Bidders in due course. Price bids will be opened in the same procedure as mentioned in Para 26.1.1 above.

**26.2** In case it happens to be a bandh/holiday, the tender will be opened on the next working day (except Saturday). Accordingly, Bid Closing Date/time will get extended up to the next working day and time (except Saturday).

**26.3** Bids which have been withdrawn pursuant to Clause 24.0 will not be allowed to be opened by the system. 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.

**26.4** OIL shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 26.3.

**26.5** 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 vice 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.

**26.6** 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 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.

**26.7** 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.

**26.8** 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.

**27.0 EVALUATION AND COMPARISON OF BIDS:**

**27.1** OIL will evaluate and compare the bids as per Bid Evaluation Criteria (BEC) of the bidding documents.

**27.2** To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of total amount quoted inclusive of all liabilities and GST for the items of part-II (i.e. schedule of works, units, quantity, rates) of the tender.

**27.3** DISCOUNTS/REBATES: Unconditional discounts/rebates, if any, given in the bid or along with the bid will be considered for evaluation.

**27.4** 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.

**28.0 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 put on Holiday as per the Bidding Policy (available in OIL's website) of Company.

**29.0 CONTACTING THE COMPANY:**

**29.1** Except as otherwise provided in Clause 27.0 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 26.5.

**29.2** 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.

**30.0 AWARD CRITERIA:** 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.

**31.0 OIL'S RIGHT TO ACCEPT OR REJECT ANY BID:** 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.

**32.0 NOTIFICATION OF AWARD:** 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.

**33.0** The selected bidder will be required to enter into a formal contract, which will be based on their bid and OIL's Standard Form of Contract.

**34.0** The successful bidder shall furnish a Performance Security Deposit in the form of Bank Guarantee as specified above before signing the formal contract. The Performance Security Deposit will be refunded to the Contractor after satisfactory completion of the work, but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. This Security Money shall not earn any interest.

**35.0 BACKING OUT BY L1 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 be forfeited and the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.

**36.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** The information and documents furnish by the bidder/contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company. The bidder has to submit an undertaking in this regard as per attached **Proforma-IX**.

**37.0 MOBILISATION ADVANCE PAYMENT: Not Applicable**

**38.0 PROVISION FOR ACTION IN CASE OF ERRING/DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6<sup>th</sup> January, 2017 available in OIL's website: [www.oil-india.com](http://www.oil-india.com).

**39.0 SIGNING OF CONTRACT:**

**39.1** The successful bidders(s) shall be notified by the Company of its intention to enter into an Agreement with him/her/them on the basis of his/her/their acceptance of the offer. Such notification shall be treated as a "Letter of Award (LOA)".

**39.2** Within 02 Weeks from the date of issue of Letter of Award (LOA), the successful Bidder(s) will be required to pay an interest free Performance Security by way of Bank Guarantee (in specified format) or in the form of Demand Draft favouring "OIL INDIA LIMITED" payable at "DULIAJAN" from any Nationalized Bank. Upon furnishing of the Performance Security, the successful Bidder(s) will be required to enter into a formal Service Agreement based on the instant tender on the OIL Standard forms of agreement.

**39.3** This Performance Security must be valid for 90 (Ninety) days after the date of expiry of the contract period. In the event of contract being extended within the provisions of the contract agreement, the contractor will have to extend suitably the validity of the "Security Deposit" for the extended period.

**39.4** The "Performance Security" will be refunded to the contractor after 90 (Ninety) days of satisfactory completion of works/defect liability period (if any) under the contract (including extension, if any), but part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason.

**40.0** 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.

**41.0** The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers' payment.

**42.0** Failure of the successful bidders to comply with the conditions as specified in Para 39.2 above would render him liable for rejection and in turn forfeiture of Bid Security apart from any other actions the Company may take against him at its sole discretion. The bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.

**43.0 PRE-BID CONFERENCE:**

43.1A Pre-Bid Conference is planned to be held on **23.01.2020** to explain the requirements of Company in details to the interested prospective Bidders and to understand bidders' perspective including exchange of views/clarifications, if any, on the Scope of Work, Bid Rejection/Bid Evaluation Criteria and other terms & conditions of the Tender. For details of the venue, bidders may contact [balen\\_bharali@oilindia.in](mailto:balen_bharali@oilindia.in) & [sandip\\_sarma@oilindia.in](mailto:sandip_sarma@oilindia.in)

43.2 Maximum two (2) representatives from each prospective Bidder, shall be allowed to participate in the pre-bid conference. All costs associated to attend the pre-bid conference by their representatives shall be borne by the interested Bidders. Bidder attending the pre-bid , must confirm their participation ( Name of Company & Representative Name) on or before 21.01.2020.

43.3 The prospective bidders shall submit their queries/clarifications against the tender through E-mail to [balen\\_bharali@oilindia.in](mailto:balen_bharali@oilindia.in) & [sandip\\_sarma@oilindia.in](mailto:sandip_sarma@oilindia.in) latest by **21.01.2020** .OIL shall provide clarifications to only those queries received within this date. Queries/ Clarifications against the tender received beyond ..... will not be entertained and replied. OIL will not be responsible for non-receipt or late receipt of any bidder's query in OIL's office.



43.4 However, clarifications/exceptions/deviations, if required any, should be brought out by the bidder prior to or during the Pre-Bid Conference only. After processing these suggestions, as a sequel to the pre-bid conference, Company may communicate the changes in this regard, if agreed any, through an addendum to tender document to the prospective bidders who purchased the tender document. Company will not accept any exception/deviation to tender conditions/specifications once the same are frozen after the pre-bid conference and the non-compliant bid (s) shall be rejected outright against this tender.

43.5 Pre-Bid venue is OIL INDIA LTD , Pipeline Head quarter **PO : Udayan Vihar Guwahati – 781171, Assam.**

**44.0** OIL now looks forward to your active participation in the IFB.

Thanking you,  
Yours faithfully,  
**OIL INDIA LIMITED**  
**(Balen Bharali)**  
**Chief Manager Materials-PL**  
**For DGM-Materials PL**  
**For Executive Director -PLS**



**BID EVALUATION CRITERIA (BEC)/BID REJECTION CRITERIA (BRC)****1.0 BID REJECTION CRITERIA (BRC)**

The bid shall conform to the specifications and terms and conditions given in the Bidding Documents. Bids will be rejected in case material and services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and will not be considered for evaluation. All the documents related to BEC shall be submitted along with the Technical Bid.

**1.1 FINANCIAL CRITERIA**

1.1.1 Annual Financial Turnover of the bidder during any of preceding **03 (Three)** financial/accounting years from the original bid closing date should be at least **Rs. 23,76,000.00 (Rupees Twenty-Three Lakhs Seventy-Six Thousand only)**.

1.1.2 Net worth of the bidder must be Positive for the preceding financial/accounting year.

Note: The Net worth to be considered against Clause 1.1.2 above, should be read in conjunction with the definition of Net worth as mentioned in Section 2 (57) of the Companies Act, 2013.

**Notes to BEC Clause 1.1 above:**

- a.** For proof of Annual Turnover & Net worth, any one of the following documents/photocopies must be submitted along with the bid:
- (i) Audited Balance Sheet along with Profit & Loss account.
  - OR
  - (ii) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), as per format prescribed in **Annexure-X**.

Note: Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019 by Chartered Accountant in Practice.

- b.** Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial /accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per **Proforma-X**.

- c. 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.
- d. In case the bidder is a Government Department, they are exempted from submission of document mentioned under para **a.** and **b.** above.
- e. Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover and Net worth as mentioned in Para 1.1.1 & 1.1.2.

## **1.2 TECHNICAL CRITERIA**

12.1 The bidder shall have experience in successfully executing/completing at least one 'SIMILAR WORK' of minimum **Rs. 23,76,000.00 ((Rupees Twenty-Three Lakhs Seventy-Six Thousand only)** under single contract during the last 07 (seven) years reckoned from the original bid closing.

### **Notes to BEC Clause 1.2 above:**

- a. "Similar Work" mentioned in Para 1.2 above means Designing, Editing, Printing and other associated services for Premium Quality Coffee Table Book
- b. For proof of requisite Experience (refer Clause No. 1.2), the following documents/ photocopy (self-attested/attested) must be submitted along with the bid:

I. **In case work experience is against OIL's Contract:** Bidder must submit Job Completion Certificate issued by the company indicating the following:

- A. Work order no./Contract no.
- B. Gross value/quantity of job done
- C. Period of Service
- D. Nature of Service

II. **In case work experience is not against OIL's Contract:** Bidder must submit the following:

- A. Contract document showing details of work,

AND

- B. Job Completion Certificate showing:

- (i) Gross value/quantity of job done
- (ii) Nature of job done and Work order no./Contract no.
- (iii) Contract period and date of completion

OR

- C. SES (Service Entry Sheet)/Certificate of Payment (COP) issued by the company indicating the following:

- (i) Work order no./Contract no.
- (ii) Gross value/quantity of jobs done
- (iii) Period of Service
- (iv) Nature of Service

- c. Only Letter of Intent (LOI)/Letter of Award (LOA) or Work Order(s) are not acceptable as evidence.
- d. Mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of volume & value, as stipulated respectively under Clause Nos. 1.2 will only be treated as acceptable experience.
- e. Following work experience will also be taken into consideration:
  - (i) If the prospective bidder has executed contract in which similar work is also a component of the contract.
  - (ii) In case the start date of the requisite experience is beyond the prescribed 07(seven) years reckoned from the original bid closing date but completion is within the prescribed 07(seven) years reckoned from the original bid closing date.
  - (iii) If the prospective bidder is executing similar work which is still running and the contract value/quantity executed prior to original bid closing date is equal to or more than the minimum prescribed value in the BEC.

Proof of work experience against Para **e. (i) and (ii)** above, to satisfy a) similar work b) minimum prescribed value/qty c) prescribed period of 07 years, to be submitted as below:

- I. **In case requisite experience is against OIL's Contract:** Bidder must submit the breakup of similar work and its value/quantity mentioning SES No. and copies of all relevant SES.
- II. **In case requisite experience is not against OIL's Contract:** Bidder must submit the breakup of similar work and its value/quantity executed within the prescribed period of 07 (seven) years reckoned from the original bid closing date. The breakup must be certified by the end user or a certificate issued by a practicing Chartered/Cost Accountant Firm (with Membership Number & Firm Registration Number).

Proof of work experience against Para **e. (iii)** above, to satisfy a) similar work b) minimum prescribed value/qty c) prescribed period of 07 years, to be submitted as below:

- I. **In case requisite experience is against OIL's Contract:** Bidder must submit the following:
  - A. Breakup of similar work
  - B. SES (Service Entry Sheet)/Certificate of Payment (COP) issued by the company indicating the following:
    - (i) Work order no./Contract no.
    - (ii) Gross value/quantity of job done
    - (iii) Period of Service
    - (iv) Nature of Service
- II. **In case requisite experience is not against OIL's Contract:** Bidder must submit the following:

- A. Breakup of similar work
- B. Contract document showing details of work
- C. LOA/LOI/Work order showing:
  - (i) Gross value/quantity of job awarded
  - (ii) Nature of job awarded
  - (iii) Contract no./Work order no.
  - (iv) Contract period
- D. Certificate of Payment (COP)/SES (Service Entry Sheet) up to the previous month of the original bid closing date of this tender issued by the company indicating the following:
  - (i) Work order no./Contract no.
  - (ii) Gross value/quantity of job done
  - (iii) Period of Work done
  - (iv) Nature of Service
- f. In case of similar work executed through 'sub-contracting', the bidder shall submit relevant documents as mentioned under para 'b' and/or 'e' above, issued directly by the client organization/end user, along with confirmation towards consent of the client organization/end user for allowing 'sub-contracting'
- g. SIMILAR work executed by a bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BEC.
- h. Bids submitted for part of the work will be rejected. Bid will be rejected if not accompanied with adequate documentary proof in support of Work experience as mentioned in Para 1.2.

**1.2.2 Bidder must have been in operation for a minimum of 5 years reckoned from the original bid closing date. (Please submit certificate of incorporation).**

**1.2.3 Bidder must have designed and published minimum 03 (Three) Coffee Table Book during the last 05 years reckoned from the original bid closing date. Bidder has to submit physical copy of the same on or before the bid closing date and time. Please attached work order for each Coffee Table book as a part of technical bid in the e-tender portal. Physical copy of the book will be returned in due course of time.**

1.3 Price bid shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive. A substantially responsive bid is one that meets the terms and conditions of the Tender and/or the acceptance of which bid will not result in indeterminate liability on OIL.

1.4 Bidders are required to quote for all the items as per Price Bid Format; otherwise the offer of the bidder will be straightway rejected.

1.5 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.

1.6 The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities 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.

1.7 The bidders are advised not to offer any discount/rebate separately and to offer their prices in the Price Bid Format after considering discount/rebate, if any.

1.8 Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.

1.9 In case of identical overall lowest offered rate by more than 01 (one) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price.

1.10 **PURCHASE PREFERENCE CLAUSE:** Purchase Preference to Micro and Small Enterprises registered with District Industry Centers 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:

1.10.1 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.

1.10.2 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.

1.10.3 **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 Centers 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.

1.11 Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services including applicable GST (CGST & SGST/UTGST or IGST).

1.12 OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

1.13 Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST.

When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts will be binding on the bidder.

1.14 Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids will be evaluated based on total price including GST.

1.15 Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to L-1 bidder.

## **2.0 BID REJECTION CRITERIA (BRC):**

2.1 The bids are to be submitted in single stage under Single Stage Two Bid System i.e. Un-priced Techno-Commercial Bid and Price Bid together. Only the Price Bid should contain the quoted price.

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

2.3 Bid security shall be furnished as a part of the Techno Commercial Un-priced Bid. The amount of bid security should be as specified in the forwarding letter. Any bid not accompanied by a proper bid security will be rejected.

2.4 Bid Documents/User Id & Password for OIL's E-Tender portal are not transferable.

2.5 Any bid received in the form of Physical document/Telex/Cable/Fax/E-mail will not be accepted.

2.6 Bids shall be typed or written in indelible ink. The bidder or his authorized representative shall sign the bid digitally, failing which the bid will be rejected.

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

2.8 Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.

2.9 Bidders must quote clearly and strictly in accordance with the price schedule outlined in Price Bidding Format attached under "Notes and Attachments" tab in the main bidding engine of OIL's E-Tender portal; otherwise the bid will be rejected. All other techno-commercial documents other than price details to be submitted with Un-priced Techno-Commercial Bid as per tender requirement under "Technical Attachment" Tab Page only.

2.10 Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:

- (i) Firm price
- (ii) EMD/Bid Bond
- (iii) Period of validity of Bid
- (iv) Price Schedule
- (v) Performance Bank Guarantee/Security deposit
- (vi) Delivery/Completion Schedule
- (vii) Scope of work
- (viii) Guarantee of material/work
- (ix) Liquidated Damages clause
- (x) Tax liabilities
- (xi) Arbitration/Resolution of Dispute Clause
- (xii) Force Majeure
- (xiii) Applicable Laws
- (xiv) Specifications
- (xv) Integrity Pact

2.11 There should not be any indication of price in the Un-priced Techno-Commercial Bid. A bid will be straightway rejected if this is given in the Un-priced Techno-Commercial Bid.

2.12 Bid received with validity of offer less than 120 (one hundred twenty) days from the date of Technical Bid opening will be rejected.

### **3.0 GENERAL:**

3.1 In case bidder takes exception to any clause of bidding 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 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.

3.2 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 clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.

3.3 If any of the clauses in the BEC/BRC contradict with other clauses of bidding document elsewhere, the clauses in the BEC/BRC shall prevail.

3.4 Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected

3.5 OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.

3.6 The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

#### **4.0 COMMERCIAL EVALUATION CRITERIA:**

**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-B 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 Head-Contract's office at Duliajan 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.95,000.00**. Bid without proper & valid Bid Security will be rejected. Please refer e-tender portal for Bid Security Validity.

**5.0** Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted. **However, physical copies of the Coffee Table Book must be reached at Office of Office of the Deputy General Manager - Materials (PL), Oil India Limited (Pipeline Headquarter), P.O. Udayan Vihar, Guwahati -781171 on or before the bid closing date and time. Timely delivery of the same is the responsibility of the bidder. Please refer clause no 1.2.3 of technical rejection criteria.**

**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 Bid containing false statement will be rejected.

**9.0** 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.



**10.0** 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 , if any
- 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
- xiii) AGREEMENT for Copyright ( To be done after finalization of contract separately)

**D. 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** The contract will be signed with successful bidder for the required services as per 'Scope of Work' of the IFB.
  - 3.0** 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-B**.
  - 4.0** The quantities shown against each item in the "Price Bid Format (i.e. in Proforma-B)" 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 pages for publishing the book are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of pages, as the case may be.
  - 5.0** 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'.
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**GENERAL CONDITIONS OF CONTRACT (GCC)**

**DESCRIPTION OF WORK/SERVICES: Hiring of services for Designing, Editing, Printing and other associated services for Premium Quality Coffee Table Book on OIL's Pipeline.**

**A. DEFINITIONS:**

In the contract, the following terms shall be interpreted as indicated:

- (a) **"The Contract"** means agreement entered into between Company and Contractor, as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (b) **"The Contract Price"** means the price payable to Contractor under the contract for the full and proper performance of its contractual obligations;
- (c) **"The Work"** means each and every activity required for the successful performance of the services described in Section II, the Terms of Reference.
- (d) **"Company"** or **"OIL"** means Oil India Limited;
- (e) **"Contractor"** means the Contractor performing the work under this Contract.
- (f) **"Contractor's Personnel"** means the personnel to be provided by the Contractor to provide services as per the contract.
- (g) **"Company's Personnel"** means the personnel to be provided by OIL or OIL's Contractor (other than the Contractor executing the Contract). The Company representatives of OIL are also included in the Company's personnel.
- (h) **"Gross Negligence"** means any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.
- (i) **"Willful Misconduct"** means intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.

**WITNESSETH:**

**1.0** a) The contractor hereby agrees to carry out the work set down in the Schedule of work which forms part-II of this Contract in accordance with the General Conditions of Contract of Oil India Limited and General Specifications read in conjunction with any drawings and Particular Specifications & instructions which forms Part-III of the contract utilizing any materials/services as offered by the Company as per Part-IV of the contract .

b) In this Contract all words and expressions shall have the same meaning as are respectively assigned to them in the General Conditions of Contract of Oil India Limited

which the Contractor has perused and is fully conversant with before entering into this Contract.

c) The clauses of this contract and of the specifications set out hereunder shall be paramount and in the event of anything herein contained being inconsistent with any term or terms of the 1968 General Conditions of Contract of Oil India Limited, the said term or terms of the 1968 General conditions of Contract to the extent of such inconsistency, and no further, shall not be binding on the parties hereto.

**2.0** The contractor shall provide all labour, supervision and transport and such specified materials described in part-II of the Contract including tools and plants as necessary for the work and shall be responsible for all royalties and other levies and his rates shall include for these. The work executed and materials supplied shall be to the satisfaction of the Company's Engineer and Contractor's rates shall include for all incidental and contingent work which although not specifically mentioned in this contract are necessary for its completion in a sound and workman like manner.

**3.0** The Company's Engineer shall have power to:

a) Reduce the rates at which payments shall be made if the quality of work although acceptable is not up to the required standard set forth in the OIL Standard Specifications which have been perused and fully understood by the Contractor.

b) Order the Contractor to remove any inferior material from the site and to demolish or rectify any work of inferior workmanship, failing which the Company's Engineer may arrange for any such work to be demolished or rectified by any other means at the Contractor's expenses.

c) Order the Contractor to remove or replace any workman who he (The Engineer) considers incompetent or unsuitable; the Engineer's opinion as to the competence and suitability of any workman engaged by the Contractor shall be final and binding on the Contractor.

d) Issue to the Contractor from time to time during the progress of the work such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.

e) Order deviations in Part II and III of this Contract. All such deviation orders shall be in writing and shall show the financial effect, if any, of such deviation and whether any extra time is to be allowed.

**4.0** The Contractor shall have no claim against the company in respect of any work which may be withdrawn but only for work actually completed under this contract. The contractor shall have no objection to carry out work in excess of the quantities stipulated in Part-II if so ordered by the company at the same rates, terms and conditions.

**5.0** The Company reserves the right to cancel this Contract at any time upon full payment of work done and the value of the materials collected by the contractor for permanent incorporation in the work under this contract particularly for execution of this contract up to the date of cancellation of the Contract. The valuation of the work done and the materials collected shall be estimated by the company's Engineer in presence of the contractor. The Contractor shall have no claim to any further payment whatsoever. The valuation would be carried out exparte if Contractor fails to turn up despite reasonable notice which will be binding on the Contractor.

**6.0** The Contractor hereby undertakes to indemnify the Company against all claims which may arise under the under noted Acts:

- i) The Mines Act.
- ii) The Minimum Wages Act, 1948.
- iii) The Workman's Compensation Act, 1923.
- iv) The Payment of wages Act, 1936.
- v) The Payment of Bonus Act, 1965.
- vi) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under.
- vii) Employees' Pension Scheme, 1995.
- viii) Inter-State Migrant (Regulation of Employment and Condition of Service) Act. 1979.
- ix) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- x) GST Act.

or any other Acts or Statute not here in above specifically mentioned having bearing over engagement of workers directly or indirectly for execution of work. The Contractor shall not make the Company liable to reimburse the Contractor for the statutory increase in the wage rates of the Contract Labour appointed by the Contractor. Such Statutory increase in the wage rates of Contract Labour shall be borne by the contractor.

**7.0** The Contractor shall clear away all rubbish and surplus material from the site on completion of work and shall leave the site clean and tidy.

### **8.0 EFFECTIVE DATE OF CONTRACT & COMMENCEMENT OF CONTRACT**

The date of issuance of Letter of Award (LOA) by the Company will be the Effective Date and Commencement Date of Contract. The duration of the contract shall be for a period of **03 (Three) Months** from the commencement date. Mobilization to be complete within 7 days from the date of issuance of the LOA. The Contractor must complete the work as mentioned in PART – III (SPECIAL CONDITIONS OF CONTRACT: SCC) within the contract period. In the event of there being undue delay in execution of the Contract, the Company reserves the right to cancel the Contract and/or levy such additional damages as it deems fit based on the actual loss suffered by the company attributable to such delay. The company's decision in this regard shall be final.

**9.0** In order to promote, safeguard and facilitate the general operational economic in the interest of the Company during the continuance of this contract the Contractor hereby agrees and undertakes not to take any direct or indirect interest and or support, assist, maintain or help any person or persons engaged in antisocial activities, demonstration, riots, or in any agitation prejudicial to the Company's interest and any such even taking shape or form at any place of the Company's works or and its neighborhood.

**10.0** The tendered price inclusive of all liabilities and GST (i.e. the Contract price) is Rs. \_\_\_\_\_ **(Not to be filled up by bidder while submitting the offer in Technical Attachments Folder. This figure will be filled up by OIL at the time of award of the contract to the successful bidder)** (\_\_\_\_\_ only) but the Company shall pay the Contract or only for actual work done at the all-inclusive rates set down in the Schedule of work Part II of this Contract.

On account payment may be made, not often than monthly, up to the amount of **100%** of the value of work done. Final payment will be made only after satisfactory completion of

the work. Such final payment shall be based on the work actually done allowing for deviations and any deductions and the measurement shall be checked and certified correct by the Company's Engineer before any such final payment is made.

**Note:** All Invoices are to be sent to the following address:

Deputy General Manager - Materials (PL),  
Oil India Limited (Pipeline Headquarter),  
P.O. Udayan Vihar, Guwahati -781171

**11.0** The contractor employing **20 (twenty)** or more workmen on any day preceding 12 months shall be required to obtain requisite license at his cost from the appropriate Licensing Officer before undertaking any Contract work. The Contractor shall also observe the rules & regulations framed under the Contract Labour (Regulation & Abolition) Act.

**12.0** The Contractor will not be allowed to construct any structure (for storage/housing purpose) with thatch, bamboo or any other inflammable materials within any company's fenced area.

**13.0** The Contractor shall ensure that all men engaged by him/her are provided with appropriate protective clothing and safety wear in accordance with regulation 89(a) and 89(b) in the Oil Mines Regulations 1984. The Company's representative shall not allow/accept those men who are not provided with the same.

**14.0** The Contractor shall deploy local persons in all works.

**15.0** The Contractor shall not engage minor labour below 18 (eighteen) years of age under any circumstances.

**16.0** The Contractor and his/her workmen shall strictly observe the rules and regulations as per Mines Act (Latest editions).

**17.0 GENERAL OBLIGATIONS OF COMPANY:**

COMPANY shall, in accordance with and subject to the terms and conditions of this contract:

- i) Pay the Contractors in accordance with terms and conditions of the contract.
- ii) Allow access to Contractors and their personnel, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.

**18.0 SPECIAL CONDITIONS:**

- a) ~~The amount of retention money shall be released after 6 (six) months from the date of issue of completion certificate from concerned department.~~
- b) The contractor will be required to allow OIL Officials to inspect the work site and documents in respect of the workers' payment.
- c) Contractor(s) whosoever is liable to be covered under the P.F. Act and contract cost is inclusive of P.F., must ensure strict compliance of provisions of Provident Fund and Miscellaneous Provisions Act, 1952 in addition to the various Acts mentioned elsewhere in this contract. Any contractor found violating these

provisions will render themselves disqualified from any future tendering. As per terms of the contract, if applicable, the Contractor must deposit Provident Fund Contribution (covering Employee's & Employer's share) with the competent authority monthly under their direct code. The Contractor shall be required to submit documentary evidence of deposit of P.F. Contribution to the Company. In case of failure to provide such documentary evidence, the Company reserves the right to withhold the amount equivalent to applicable P.F. Contribution.

## **19.0 ARBITRATION:**

### **19.1 ARBITRATION (APPLICABLE FOR SUPPLIERS/CONTRACTORS OTHER THAN PSU)**

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

- a) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days' notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.
- b) The number of arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Up to Rs. 5 Crore	Sole Arbitrator	OIL
Above Rs. 5 Crore	3 Arbitrators	One Arbitrator by each party and the 3 <sup>rd</sup> Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

- c) The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.
- d) Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.
- e) If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the

stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.

- f) Parties agree that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
- g) The arbitral tribunal shall make and publish the award within time stipulated as under:

Amount of Claims and counter claims(excluding interest)	Period for making and publishing of the award (counted from the date of first meeting of the Arbitrators)
Up to Rs. 5 Crore	Within 8 months
Above Rs. 5 Crore	Within 12 months

The above time limit can be extended by Arbitrator, for reasons to be recorded in writing, with the consent of the other parties.

- h) If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.
- i) Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator pointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.
- In case of sole arbitrator, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.
- j) The Arbitration shall be held at **Guwahati, Assam**. However, parties to the contract can agree for a different place for the convenience of all concerned.
- k) The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
- l) Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

#### **19.2 ARBITRATION (APPLICABLE IN CASE OF CONTRACT AWARDED ON PUBLIC SECTOR ENTERPRISE):**

In the event of any dispute or difference relating to, arising from or connected with the Contract, such dispute or difference shall be referred by either party to the arbitration of one of the Arbitrators in the Department of Public Enterprises, to be nominated by the Secretary to the Government of India, In-Charge of the Bureau of Public Enterprises. The Arbitration and Conciliation Act 1996 shall not be applicable to the Arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Deptt. of Legal Affairs, Ministry

of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

The venue of all arbitrations under both 19.1 & 19.2 will be **Duliajan, Assam**. The award made in pursuance thereof shall be binding on the parties.

## **20.0 FORCE MAJEURE:**

**20.1** In the event of either party being rendered unable by 'Force majeure' to perform any obligations required to be performed by them under the contract the relative obligations of the party affected by such 'Force Majeure' shall upon notification to the other party be suspended for the period during which force majeure event lasts. The cost and loss sustained by the either party shall be borne by the respective parties.

The term 'Force Majeure' as employed herein shall mean acts of God, earthquake, war (declared/undeclared) revolts, riots, fires, floods, rebellions, explosions, hurricane, sabotage, civil commotions, and acts and regulations of respective Govt. of the two parties, namely the Company and the contractor.

**20.2** Upon the occurrence of such cause(s) and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing immediately but not later than 72 (Seventy-two) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

Time for performance of the relative obligations suspended by the force majeure shall then extended by the period for which such cause lasts.

**20.3** Should 'force majeure' condition as stated above occurs and should the same be notified within Seventy-Two (72) hours after its occurrence the 'force majeure' rate shall apply for the first fifteen days. Parties will have the right to terminate the Contract if such 'force majeure' conditions continue beyond fifteen (15) days with prior written notice. Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period unless otherwise agreed to.

## **21.0 TERMINATION:**

**21.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION):** The contract shall be deemed to have been automatically terminated on the expiry of duration of the Contract or the extension period, if exercised by Company under the provision of the Contract.

**21.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE:** Either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article 20.0 above.

**21.3 TERMINATION ON ACCOUNT OF INSOLVENCY:** In the event that the Contractor or its collaborator at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the Contract and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.



**21.4 TERMINATION FOR UNSATISFACTORY PERFORMANCE:** If the Company considers that, the performance of the Contractor is unsatisfactory, or not up to the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 15 days' notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company.

**21.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:** In case the Contractor's rights and/or obligations under this Contract and/or the Contractor's rights, title and interest to the equipment/material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate this Contract.

**21.6** If at any time during the term of this Contract, breakdown of Contractor's equipment results in Contractors being unable to perform their obligations hereunder for a period of 15 successive days, Company at its option, may terminate this Contract in its entirety without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.

**21.7** Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the Company on giving 30 (thirty) days written notice to the Contractor due to any other reason not covered under the above clause from 21.1 to 21.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment for services as per the Contract upto the date of termination including the De-mob cost, if any.

**22.0 CONSEQUENCES OF TERMINATION:** In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

**22.1** Upon termination of this Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor's possession.

**22.2** In the event of termination of contract, Company will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the Contractor shall demobilize their personnel & materials.

**23.0 I.B. VERIFICATION REPORT AND SECURITY REVIEW:** Contractor will be required to submit the verification report to ascertain character and antecedents from the Civil Administration towards the persons engaged under this contract to the Head of the user Department before engagement.

**24.0** In case of any doubt or dispute as to the interpretation of any clause herein contained, the decision of the Company's Engineer shall be final and binding on the contractor.

**25.0 SET OFF CLAUSE:** "Any sum of money due and payable to the contractor (including Security Deposit refundable to them) under this or any other contract may be appropriated by Oil India Limited and set off against any claim of Oil India Limited (or

such other person or persons contracting through Oil India Limited) for payment of a sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited)."

**26.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** The information and documents furnished by the bidder/contractor in respect of the subject tender/contract are expected to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company.

**27.0 PROVISION FOR ACTION IN CASE OF ERRING/DEFAULTING AGENCIES:** Action against erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be as per OIL's Banning Policy dated 6<sup>th</sup> January, 2017 available in OIL's website [www.oil-india.com](http://www.oil-india.com).

**28.0 LIQUIDATED DAMAGES FOR DELAY IN MOBILIZATION/COMPLETION OF WORKS AND SERVICES:** In the event of the Contractor's default in timely mobilization/completion within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5% of contract value, per week or part thereof of delay subject to maximum ceiling of 7.5% of contract value.

**29.0 SUBCONTRACTING:** Contractor shall not subcontract, transfer or assign the contract, in full or any part under this contract, to any third party. Except for the main services under this contract, Contractor may sub-contract the petty support services subject to Company's prior approval. However, Contractor shall be fully responsible for complete execution and performance of the services under the Contract.

**30.0 MISCELLANEOUS PROVISIONS:** Contractors shall conform in all respects with the provisions of any Statute, Ordinance of Law and the regulations or bye-law of any local or other duly constituted authority which may be applicable to the services and with such rules and regulation public bodies and Companies as aforesaid and shall keep OIL indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or byelaw.

**31.0 LIABILITY:**

**31.1** Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agent, nominees, assignees, contractors and sub-contractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting there from.

**31.2** Neither Company nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and/or of its contractors or sub-contractor

irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents nominees, assignees, Contractors and sub-contractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.

**31.3** The Contractor hereby agrees to waive its right to recourse and further agrees to cause their underwriters to waive their right of subrogation against Company and/or its underwrites, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of the Contractor and/or its sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.

**31.4** The Contractor hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for injury to, illness or death of any employee of the Contractor and of its contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract.

**31.5** Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, Contractors or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss or damage and any suit, claim or expense resulting therefrom.

**31.6** Neither Contractor nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever to whomsoever or injury or illness, or death of any employee of the Company and/or of its contractors or sub-contractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, contractors and sub-contractors. Company shall protect, defend indemnify and hold harmless Contractor from and against such liabilities and any suit, claim or expense resulting there from.

**31.7** The Company agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of Company and/or its contractors or sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.

**31.8** The Company hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for injury to, illness or death of any employee of the Company and of its Contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

**31.9 LIMITATION OF LIABILITY:** Notwithstanding any other provisions except only in cases of willful misconduct and/or criminal acts,

(a) Neither the Contractor nor the Company (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs.

(b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under Contract, in toto or otherwise, shall not exceed 100% of the Contract price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.

Company shall indemnify and keep indemnified Contractor harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

**32.0 CONSEQUENTIAL DAMAGE:** Except as otherwise expressly provided, neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss or profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-contractors.

**33.0 INDEMNITY AGREEMENT:**

**33.1** Except as provided hereof Contractor agrees to protect, defend, indemnify and hold Company harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Contractor's employees, agents, Contractors and subcontractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

**33.2** Except as provided hereof Company agrees to protect, defend, indemnify and hold Contractor harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Company's employees, agents, Contractor and subcontractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

**34.0 APPLICABLE LAW:**

**34.1** This Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the exclusive jurisdiction of Courts situated at Dibrugarh in Assam.

**34.2** The Bidders shall ensure full compliance of various Indian Laws and Statutory Regulations, to the extent applicable for performing under this Contract.

**35.0 TAXES:** Tax levied as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the contract will be on Contractor's account.

**36.0 SUBSEQUENTLY ENACTED LAWS:**

**36.1** In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased/decreased cost of the works under the CONTRACT through increased/decreased liability of taxes, (other than personnel and Corporate taxes), duties, the Parties shall agree to a revision in pricing to reflect such change subject to the production of documentary proof to the satisfaction of the COMPANY/CONTRACTOR as applicable to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority (applicable when disputed by COMPANY) & the courts wherever levy of such taxes/duties are disputed by COMPANY/CONTRACTOR.

**36.2** Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date during the extended period will be to the contractor's account, where delay in completion/mobilization period is attributable to the CONTRACTOR. However, any decrease in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date will be to COMPANY's account.

**36.3** The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, COMPANY will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied/imposed by the concerned authorities. However, in such an event, COMPANY will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.

**36.4** Notwithstanding the provision contained in clause 36.1 to 36.2 above, the COMPANY shall not bear any liability in respect of:

- i. Personal taxes on the personnel deployed by CONTRACTOR, his sub-contractor/sub-sub-contractors and Agents etc.
- ii. Corporate taxes and Fringe benefit tax in respect of contractor and all of their sub-contractors, agents etc.
- iii. Other taxes & duties including Customs Duty, Excise Duty and Service Tax in addition to new taxes etc. in respect of sub-contractors, vendors, agents etc. of the CONTRACTOR.

**36.5** In order to ascertain the net impact of the revisions/enactment of various provisions of taxes/duties, the CONTRACTOR is liable to provide following disclosure to COMPANY:

- i. Details of each of the input services used in relation to providing service to COMPANY including estimated monthly value of input service and service tax amount.
- ii. Details of Inputs (material/consumable) used/required for providing service to Company including estimated monthly value of input and excise duty/CVD paid/payable on purchase of inputs.

**37.0 GOODS AND SERVICES TAX:**

**37.1 GENERAL REMARKS ON TAXES & DUTIES:**

In view of **GST** Implementation from 1st July 2017, all taxes and duties including Excise Duty, CST/VAT, Service tax, Entry Tax and other indirect taxes and duties have been submerged in **GST**. Accordingly reference of Excise Duty, Service Tax, VAT, Sales Tax, Entry Tax or any other form of indirect tax except of **GST** mentioned in the bidding document shall be ignored.

**37.2** Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST** (CGST & SGST/UTGST or IGST) is applicable.

**37.3** “**GST**” shall mean Goods and Services Tax charged on the supply of material(s) and services. The term “**GST**” shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as “IGST”) or Central Goods and Services Tax (hereinafter referred to as “CGST”) or State Goods and Services Tax (hereinafter referred to as “SGST”) or Union Territory Goods and Services Tax (hereinafter referred to as “UTGST”) depending upon the import/interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.

**37.4** Quoted price/rate(s) should be inclusive of all taxes and duties, except **GST (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service**. However, GST rate (including cess) to be provided in the respective places in the Price Bid. Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods/Services (Service Provider) only. Supplier of Goods/Services (Service Provider) providing taxable service shall issue an Invoice/Bill, as the case may be as per rules/regulation of **GST**. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods/Services (Service Provider) with requisite details.

**37.4.1** Bidder should also mention the **Harmonized System of Nomenclature (HSN)** and **Service Accounting Codes (SAC)** at the designated place in SOR.

**37.5 Where the OIL is entitled to avail the input tax credit of GST:**

**37.5.1** OIL will reimburse the **GST** to the Supplier of Goods/Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/regulation of GST to enable OIL to claim input tax credit of **GST** paid. In case of any variation in the

executed quantities, the amount on which the **GST** is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

**37.5.2** The input tax credit of **GST** quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.

**37.6 Where the OIL is not entitled to avail/take the full Input Tax Credit of GST:**

**37.6.1** OIL will reimburse **GST** to the Supplier of Goods/Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/regulation of **GST** subject to the ceiling amount of **GST** as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which **GST** is applicable will be modified on pro-rata basis.

**37.6.2** The bids will be evaluated based on total price including **GST**.

**37.7** Payments to Service Provider for claiming **GST** amount will be made provided the above formalities are fulfilled. Further, OIL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST** collected from OIL.

**37.8** Contractor/vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL. In the event that the contractor/vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules thereunder, OIL shall not be liable to make any payment on account of **GST** against such invoice.

**37.9** **GST** shall be paid against receipt of tax invoice and proof of payment of **GST** to government. In case of non-receipt of tax invoice or non-payment of **GST** by the contractor/vendor, OIL shall withhold the payment of **GST**.

**37.10** **GST** payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/vendor but will be directly deposited to the government by OIL.

**37.11** Where OIL has the obligation to discharge **GST** liability under reverse charge mechanism and OIL has paid or is/liable to pay **GST** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/setoff/recover such amounts against any amounts paid or payable by OIL to Contractor/Supplier.

**37.12** Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the **GST** charged by the Contractor/Vendor is denied by the tax authorities to OIL for reasons attributable to Contractor/Vendor, OIL shall be entitled to recover such amount from the Contractor/Vendor by way of adjustment from the next invoice. In addition to the amount of **GST**, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.

**37.13** TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.

**37.14** The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/duties by the contractor shall be to contractor's account.

**37.15** It is the responsibility of the bidder to quote the correct GST rate. The classification of goods/services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.

**37.16** In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference ~~and~~ in case the rate of duty/taxes finally assessed is on the lower side.

**37.17** Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of GST shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in GST.

**37.18** Further, it is the responsibility of the bidders to make all possible efforts to make their accounting/IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.

**37.19** GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.

**37.20** In case of statutory variation in **GST**, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/Services (Service Provider) shall submit a copy of the 'Government Notification' to substantiate the rate as applicable on the Bid due date and on the date of revision.

Beyond the contract period, in case OIL is not entitled for input tax credit of **GST**, then any increase in the rate of **GST** beyond the contractual delivery period shall be to Service provider's account whereas any decrease in the rate **GST** shall be passed on to the OIL.

Beyond the contract period, in case OIL is entitled for input tax credit of **GST**, then statutory variation in applicable **GST** on supply and on incidental services, shall be to OIL's account.

Claim for payment of **GST**/Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) **GST**, otherwise claim in respect of above shall not be entertained for payment of arrears.

The base date for the purpose of applying statutory variation shall be the Bid Opening Date.



**37.21** The contractor will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/E-way Bill, if applicable etc.

**37.22** In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.

**37.23** OIL will prefer to deal with registered supplier of goods/services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

**37.24** Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be liveable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.

**37.25 Documentation requirement for GST:**

The vendor will be under the obligation for invoicing correct tax rate of tax/duties as prescribed under the GST law to OIL, and pass on the benefits, if any, after availing input tax credit.

Any invoice issued shall contain the following particulars:

- a) Name, address and GSTIN of the supplier;
- b) Serial number of the invoice;
- c) Date of issue;
- d) Name, address and GSTIN or UIN, if registered of the recipient;

Note: OIL GSTIN numbers are as follows:

Assam :18AAACO2352C1ZW

- e) Name and address of the recipient and the address of the delivery, along with the State and its code,
- f) HSN code of goods or Accounting Code of services[SAC];
- g) Description of goods or services;
- h) Quantity in case of goods and unit or Unique Quantity Code thereof;
- i) Total value of supply of goods or services or both;
- j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
- k) Rate of tax (IGST, CGST, SGST/UTGST, cess);
- l) Amount of tax charged in respect of taxable goods or services (IGST, CGST, SGST/UTGST, cess);
- m) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;

- n) Address of the delivery where the same is different from the place of supply and
  - o) Signature or digital signature of the supplier or his authorized representative.
- GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner:
- a) The original copy being marked as ORIGINAL FOR RECIPIENT;
  - b) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
  - c) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

In case of any advance given against any supplies contract, the supplier of the goods shall issue Receipt Voucher containing the details of details of advance taken along with particulars as mentioned in clause no. (a), (b), (c), (d), (g), (k), (l), (m) & (o) above.

### **37.26 ANTI-PROFITEERING CLAUSE:**

As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Supplier of Goods/Services may note the above and quote their prices accordingly.

**37.26.1** In case the GST rating of vendor on the GST portal/Govt. official website is negative/black listed, then the bids may be rejected by OIL. Further, in case rating of bidder is negative/black listed after award of work for supply of goods/services, then OIL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by OIL.

### **38.0 WITHHOLDING:**

Company may withhold or nullify the whole or any part of the amount due to Contractor, after informing the Contractor of the reasons in writing, on account of subsequently discovered evidence in order to protect Company from loss on account of:

- a) For non-completion of jobs.
- b) Contractor's indebtedness arising out of execution of this Contract.
- c) Defective work not remedied by Contractor.
- d) Claims by sub-Contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- e) Failure of Contractor to pay or provide for the payment of salaries/wages, contributions, unemployment compensation, taxes or enforced savings with-held from wages etc.
- f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- g) Damage to another Contractor of Company.
- h) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
- i) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this Contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during

the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.

Withholding will also be effected on account of the following:

- i) Order issued by a Court of Law in India.
  - ii) Income-tax deductible at source according to law prevalent from time to time in the country.
  - iii) Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws.
  - iv) Any payment due from Contractor in respect of unauthorized imports.
- When all the above grounds for withholding payments shall be removed, payment shall thereafter be made for amounts so with-hold.

Notwithstanding the foregoing, the right of Company to withhold shall be limited to damages, claims and failure on the part of Contractor, which is directly/indirectly related to some negligent act or omission on the part of Contractor.

**39.0** In case any part of the work is sub-contracted to a Micro or Small Enterprise as per contract conditions than 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.

**40.0 PERFORMANCE SECURITY:** The Contractor has furnished to Company a Demand Draft/Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ issued by \_\_\_\_\_ for \_\_\_\_\_ (being 10% of annualized contract value) with validity of 90 (Ninety) days beyond the contract period/duration. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill their obligations under the Contract. If the performance security is submitted in the form of bank guarantee then in the event of extension of the Contract period, the validity of the bank guarantee shall be suitably extended by the Contractor. The bank guarantee will be discharged by Company not later than 30 days following its expiry.

**41.0 NOTICE:**

41.1 Any notice given by one party to other, pursuant to this Contract shall be sent in writing or by telex or Fax and confirmed in writing to the applicable address specified below:

**Company**

**a) For contractual matters**

Chief Manager Materials

OIL INDIA LIMITED

**b) For technical matters**

Chief Manager - Project

OIL INDIA LIMITED

Email: [balen\\_bharali@oilindia.in](mailto:balen_bharali@oilindia.in)

Email: [sandip\\_sarma@oilindia.in](mailto:sandip_sarma@oilindia.in)

**Contractor**

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Phone No.:

41.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**Schedule of Work, Unit and Quantity: (SOQ)**

**DESCRIPTION OF WORK/SERVICE:** Hiring of services for Designing, Editing, Printing and other associated services for Premium Quality Coffee Table Book on OIL's Pipeline (English Language).

Description of Services	UOM	Estimated Quantity of Book	Estimated Number of Pages of each book
<b><u>Design, printing , editing and publishing of Coffee Table Book as per specification. Number of Pages is 248</u></b>	Number	2,000.00	248.00

**1. Tenure of Agreement: 03 (Three) Months**

**2. Mobilisation Period:** Contractor shall have to mobilize his persons along with tools, equipment and consumable for within 07 days from date of issue of LOA .

**3. The quantity mentioned is purely for evaluation purpose only. However, payment shall be made on actuals.**

**SPECIAL CONDITIONS OF CONTRACT (SCC)****A. SCOPE OF WORK**

**Hiring of services for Designing, Editing, Printing and other associated services for Premium Quality Coffee Table Book on OIL's Pipeline (English Language).**

**TECHNICAL SPECIFICATIONS :: COFFEE TABLE BOOK****BACKGROUND AND OBJECTIVE**

Oil India Limited (OIL) is a national Oil & Gas company and is also operating petroleum pipelines since 1960's. Being pioneer in this specific technical area of energy transportation, OIL intends to encapsulate the rich legacy in the form of a premium quality Coffee Table Book.

For this purpose, OIL intends to hire an agency from designing to printing of the Coffee Table Book of the highest standard, look, feel and quality.

**SCOPE OF WORK**

2.1. Agency is required to carry out preparation of Coffee Table Book which includes but not limited to:

2.1.1. Conceptualising

2.1.2. Designing

2.1.3. Editing

2.1.4. Proof reading

2.1.5. Validation

2.1.6. Printing

2.1.7. Supply of the final copies of the Coffee Table Book at Pipeline Headquarter, Guwahati

2.1.8. Making E-Book of the Coffee Table Book in pdf and other file formats for online and off-line publishing

**Note:** Content (Text) for the book will be provided by Client.

2.2. The language for Coffee Table Book: English.

2.3. Quantity of Books: 2000 copies

2.4. Paper size: 15 Inches x 10.25 Inches (close size - Horizontal); 30 Inches x 10.25 Inches (Open size) + spine; Paper size tolerance  $\pm 1$  Inch

2.5. No. of pages: 248 Pages

**Note:** Number of pages may change as per content of the book. Bidder to quote for additional pages above the basic size as mentioned above, in set of 8 pages.

2.6. Paper & Pages

2.6.1. Inside pages: Montblanc Extra White 170 gsm with 4 colour print.

2.6.2. Cover hard bound: Montblanc Extra White 130 gsm with 4 colour print, Minimum 2 mm thick imported board. Gate fold hard bound cover outside that opens like a gate from the centre. Foiling on cover 2 and gate fold cover.

2.6.3.Outer Jacket sleeve: Imported art paper 300 gsm, with 4 colour print with lamination and Spot UV/ foiling.

Note: As there is so many paper varieties available in the market at lower cost, the selected bidder has to provide the Montblanc Extra White paper authentication certificate/ necessary sourcing documents before printing.

2.7. Colour Scheme:

2.7.1.Inside Pages colour (front & back): 4 colour printing

2.7.2.Title and Jacket: 4 Colour (Gold) leaf printing and UV coating on cover as well as jacket as per the design requirements.

2.7.3.Inside pages required Aqueous Varnishing Inner tiles: 4 Colours

2.8. Photographs: Photos in 4 colour as well as Black & White will be provided by Client. However, new photographs are to be captured by the vendor as required by content. Old photographs available with Client may need extensive quality improvisation and editing.

2.9. Lamination/Varnishing: PLC/OUT side of Book Jacket (4 Colour)

2.10. Binding: Section sewn with good quality library book style with head and tail bands, flat spine bound with hard case binding machine i.e. perfect binding with hard case.

2.11. Bookmark: Both side 4 colour print on 300 gsm Premium quality art paper with Gloss/ Matt lamination attached with premium quality Ribbon.

2.12. Process of design, layout and offset printing: To be designed by/ created by the agency, anywhere and in any size as per requirement/ design. Proofing of the colour will be done by the agency/printer/firm and has to be approved from the Oil India Limited before final printing

2.13. Proof Reading: It will be the sole responsibility of the agency/ firm/ printer

2.14. Liaison: It will be the responsibility of the Agency/firm/printing to collect & deliver the proofs and each & every related job.

2.15. Envelope (Box Type): Paper Type 350 gsm FBB Board, 4 Colour with finish die, die cutting, envelop making

2.16. Packing: Packed in corrugated boxes 5 ply of 10 copies each

**TEAM:**

3.1. The Publishers should have a good team for coffee table book of editor, photographers, designer etc. with below experiences:

<u>Expert Title</u>	<u>Skills &amp; Experience</u>
Editor*	At least 10 years of relevant Experience.
Designer*	At least 10 years of relevant Experience.

\* For each position of key professional, Curriculum vitae is required to be submitted along with bid.

Note: Services of Professional Photographer will be provided by the contractor/agency as required for the book design. All costs related to such engagements shall be in contractor/agency's scope.

3.2. The contractor/ agency shall liaise with/ visit Client's Office at Guwahati as well as Writer engaged by Client, as necessitated from time to time. All costs for such visit including travel, accommodation etc. shall be in contractor/ agency's scope.

**OTHER TECHNICAL TERMS & CONDITIONS**

- 4.1. Creation of 'Coffee Table Book' will be of the highest standard, look, feel and quality
  - 4.2. Vendor shall work in extensive co-ordination with Client's representatives and Author engaged by Client
  - 4.3. The full copyright of all creative and publicity material produced would rest with the Oil India Limited (OIL) for all time use. This would include full copyright of images used in the creative and publicity material.
  - 4.4. The ownership of all print materials produced/ designed through the agency will be at all time rest with the Oil India Limited (OIL) and the agency/ copy writer/ photographer/ producers etc. will have no proprietary or other right in respect of the same. This would include full copyright for all time use of the images/ photographs used in the coffee table book. The agency will at no time resort to plagiarism. Oil India Limited (OIL) will not be a party of any dispute arising on account of plagiarism resorted to by the agency.
  - 4.5. The agency will be responsible for copy right issues concerning usage of images, footage, text material, etc. obtained through various sources, other than provided by the Client. The Oil India Limited (OIL) will not be a party to any disputes arising out of copyright violation by the agency.
  - 4.6. The Publisher shall not be allowed to sublet/ subcontract the work to any other organization.
  - 4.7. The Publisher shall replace any rejected material at his own cost & risk.
5. Contract Completion Period : Three Months from the date of issuance of LOA. Bidder must confirm the same in their technical bid.

**6.0 PAYMENT METHODOLOGY:****PAYMENT SCHEDULE**

**20% of the contract value will be released after satisfactory completion of Phase-I, i.e. submission of final draft of the coffee table book to OIL INDIA LTD.**

**40% of the contract value will be released after completion of Phase-II, i.e when Final Approval given for printing to commence**

**40% of the contract value will be released after completing the Phase-III, i.e. after the delivery of books at OIL's office at Guwahati.**



TO,

GM(MATERIALS)PL  
OIL INDIA LIMITED  
Guwahati-781171

**SUB: SAFETY MEASURES**

**Description of work/service: IFB No. CGI3559P20 Hiring of services for Designing, Editing, Printing and other associated services for Premium Quality Coffee Table Book on OIL's Pipeline (English Language).**

Sir,

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

- a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.
- b) The names of the authorized persons who would be supervising the jobs on day to day basis from our end are the following:
  - i) \_\_\_\_\_
  - ii) \_\_\_\_\_
  - iii) \_\_\_\_\_

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

- c) Due notice would be given for any change of personnel under item(b) above.
- d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. Any violation pointed out by the Company's engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.
- e) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

(Seal)

Yours Faithfully

Date\_\_\_\_\_

M/s\_\_\_\_\_

FOR & ON BEHALF OF BIDDER

**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

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

**TO WHOM IT MAY CONCERN**

This is to certify that the following financial positions extracted from the audited financial statements of M/s ..... (Name of the Bidder) for the last 03(Three) completed accounting years upto.....**(as the case may be)** are correct.

<b>YEAR</b>	<b>TURN OVER</b> In INR	<b>NET WORTH</b> In INR

Place:

Date:

Seal:

Membership Number :

Signature

Registration No. :

## **Guidelines to Bidders for participating in OIL's e-Procurement tenders**

OIL INDIA LIMITED (OIL) has upgraded its E-tender Portal. As part of the new system, the intending bidder must have Encryption Certificate along with Digital Signature Certificate (DSC) of Class III [Organization]. The date for implementation of new system is 12<sup>th</sup> April 2017 and the requirement of the new DSC will be applicable for the tenders floated from 12<sup>th</sup> April 2017 onwards. All our current and prospective esteemed bidders are therefore requested to acquire Class III DSC [Organization] along with Encryption Certificate issued by any of the Licensed Certifying Authorities (CA) operating under Controller of Certifying Authorities (CCA) of India as per Indian IT Act 2000. Guideline for getting Digital Signature , New procedure for submission of response in system , system setting & other related informations are available on the website [www.oil-india.com](http://www.oil-india.com) .

### **Bid invitations (Tenders)**

1. The details of e-Procurement tenders can be accessed from our **e-Procurement** site <https://etender.srm.oilindia.in/irj/portal>
- 2.If you do not have a user id, please click on Guest login button to view available open tenders.
- 3.For obtaining User ID and Password , interested bidders are requested to go for Online Registration. Please do go to the url: <https://etender.srm.oilindia.in/irj/portal> And go to the link Supplier Enlistment for E-Tender .

### **Pre-requisites to submit tenders on line**

- 1.Bidder should have a valid User Id to access OIL e-Procurement site.
2. Bidder should have a legally valid digital certificate with Organization Name alone with Encryption Certificate as per Indian IT Act from the Licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India as per Indian IT Act 2000.
3. Bidder should have paid the requisite tender fee, if applicable for the Bid Invitation. If you are exempt from paying tender fee, you should have got an exemption from the Tender Officer.
4. Bidder should fulfill any other pre-requisites mentioned in the tender documents of a specific tender.

### **Obtaining User Id to access OIL e-Procurement site**

1. For obtaining User ID and Password, interested bidders are requested to go for Online Registration. Please do go to the url: <https://etender.srm.oilindia.in/irj/portal> And go to the link Supplier Enlistment for E-Tender. Other details can be viewed in [www.oil-india.com](http://www.oil-india.com).

Bidders are advised to apply for user ID at least 7 days prior to the last date of tender fee payment for their own interests. User ID's shall be processed within 4 days subject to furnish complete information by the bidder. OIL shall not be responsible for any delays in allocation of user ID/password and other tender related formalities.

2. Once the registration is completed Initially user id and password will be assigned to the bidder.

### **Instructions for obtaining Digital Signature & Encryption Certificate (DSC)**

1. In order to bid for OIL e-tenders all the vendors are required to obtain a legally valid Digital Certificate Class III [Organization] along with Encryption Certificate as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

Digital Signature Certificate comes in a pair of Signing/verification and encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on eTendering the DSC token should be connected to your system.

The cost of obtaining the digital certificate shall be borne by the vendor.

### **2.Steps for obtaining Digital Certificate & Encryption Certificate**

Visit the site of the licensed CA\* using internet browser ( <http://www.cca.gov.in/>)

Apply online for Digital Certificate Class III [Organization] along with Encryption Certificate for the designated individual with organization name. Ensure the Digital Certificate is legally valid in India.

For making payment and submission of documents required for issue of the Digital Certificate & Encryption, follow the instructions on the CA's website.

Use the class III Digital Certificate [Organization] & Encryption Certificate thus obtained for online bidding on OIL e-Procurement site.

**\*Links to some licensed CA's are provided below**

1. <http://www.safescrypt.com/>
2. <http://www.tcs-ca.tcs.co.in/>
3. <http://www.mtnltrustline.com/>
4. <http://www.gnvfc.com/> etc

### 3. Technical Settings

**Web Browser:** Internet explorer ver8.0 or higher recommended.

**Proxy:** If you are unable to access OIL e-Procurement site or Bid Documents, check if you are using proxy to connect to internet or if your PC is behind any firewall. Contact your system administrator to enable connectivity. Please note that Port for HTTPS connectivity should be enabled on your proxy/firewall. Dial-up internet connectivity without Proxy settings is another option.

**Pop-ups:** Pop-ups should be enabled on OIL e-Procurement URL and Bid Documents URLs. This is required to view tender documents.

**Active-X Controls:** Maintain the settings as described in Internet Explorer settings document to enable digital signature signing and verification.

**Recommended Screen Resolution:** 1024 by 768 pixels.

**Internet Speeds:** If you are experiencing slow connectivity to OIL e-Procurement, then contact your system administrator or ISP provider for desirable speeds.

### INTERNET EXPLORER SETTING

The system requirement for e-bidding is PC/Laptop having windows Operating System, Internet explorer browser & internet broadband connectivity. Following settings are required to be carried out in pc/laptop for proper functioning of digital signature in OIL e-tender application. Before using etender site for bidding, ensure that the below mentioned settings in Internet Explorer are properly configured.

#### Step1

Open internet explorer-> tools-> internet options -> security tab: trusted sites->add the site :-> <https://etender.srm.oilindia.in/irj/portal>

#### Step2

Open internet explorer->tools->internet options->security tab->trusted sites ->custom level ->disable the „use pop-up blocker ☐ option. Under the head „miscellaneous ☐ set custom setting to low or medium. Press ok button to save the settings.

#### Step3

Open internet explorer->tools->internet options->privacy tab->untick the Turn on pop-up Blocker check box. Open internet explorer->tools->internet options->privacy tab ->set the level to „Accept all cookies ☐

Press ok button to save the settings.

**Step4**

Turn off pop-up blocker / remove any toolbar programs like rediff toolbar, yahoo toolbar etc. from your PC using add/remove programs. Restart the computer.

**Step5**

Changing the zoom level of IE to exactly 100%. The „Zoom level□ option is available on the right side bottom of the internet explorer screen. Set the zoom level to 100%.

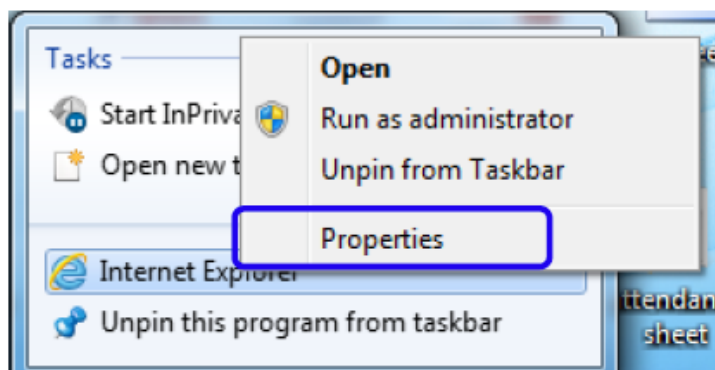
**Step5**

Go to Tools- Compatibility View Settings and perform the setting and add “OILINDIA.IN” below.

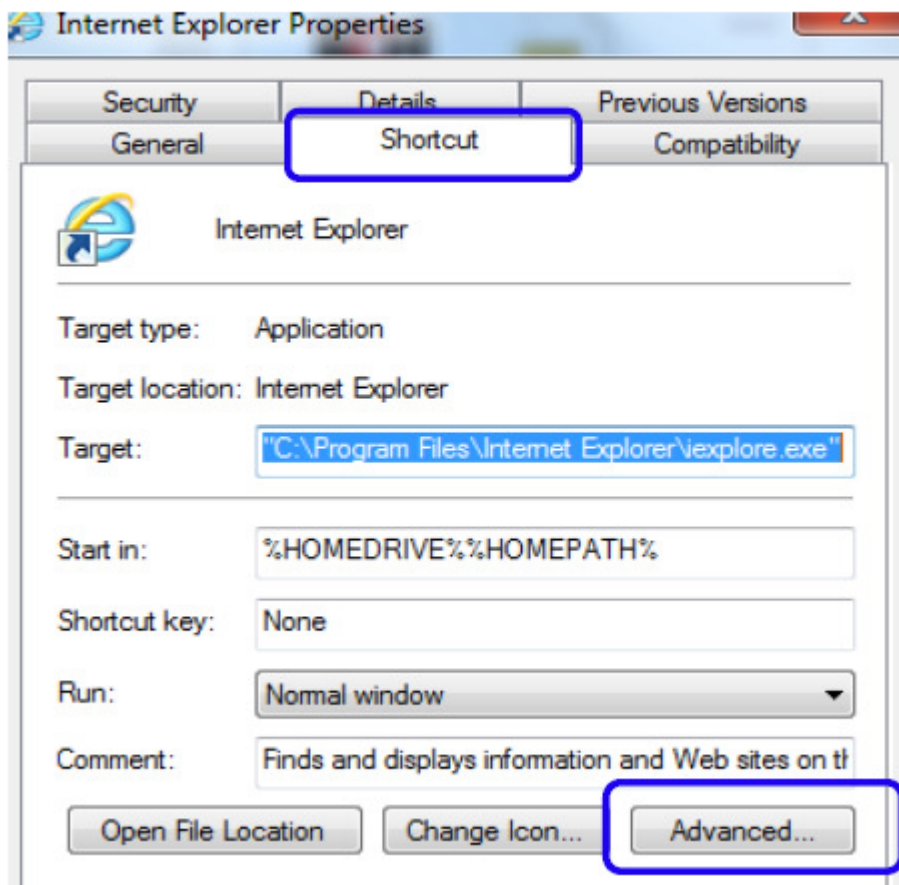


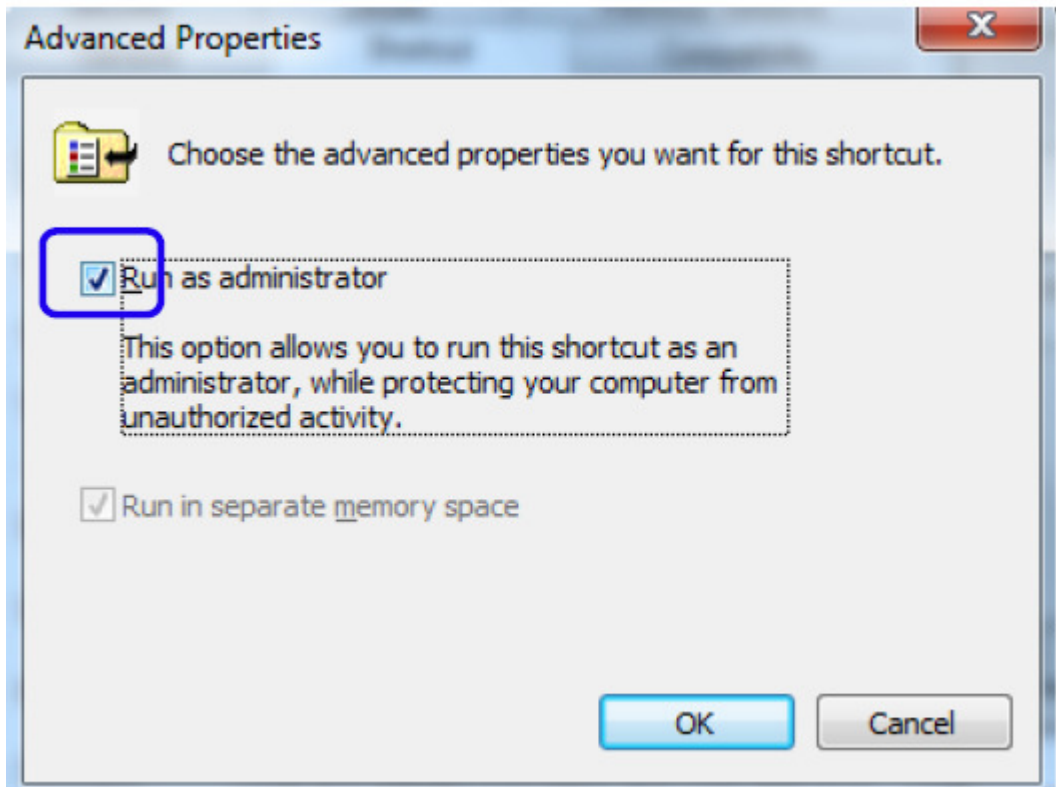
## **INTERNET EXPLORER Run in administrator mode**

Set the browser to run in administrator mode as per the steps given below. - Go to properties of Internet explorer by right clicking the Internet explorer icon



Click Advanced button from the shortcut tab as shown below





**Java Requirement:** Bidders are requested use only 32 Bit Java. Bidders may use any version Upto JAVA 1.8 updated 112. After downloading the Java components make sure that you start your internet browser again. Please ensure that your computer does not have multiple versions of Java



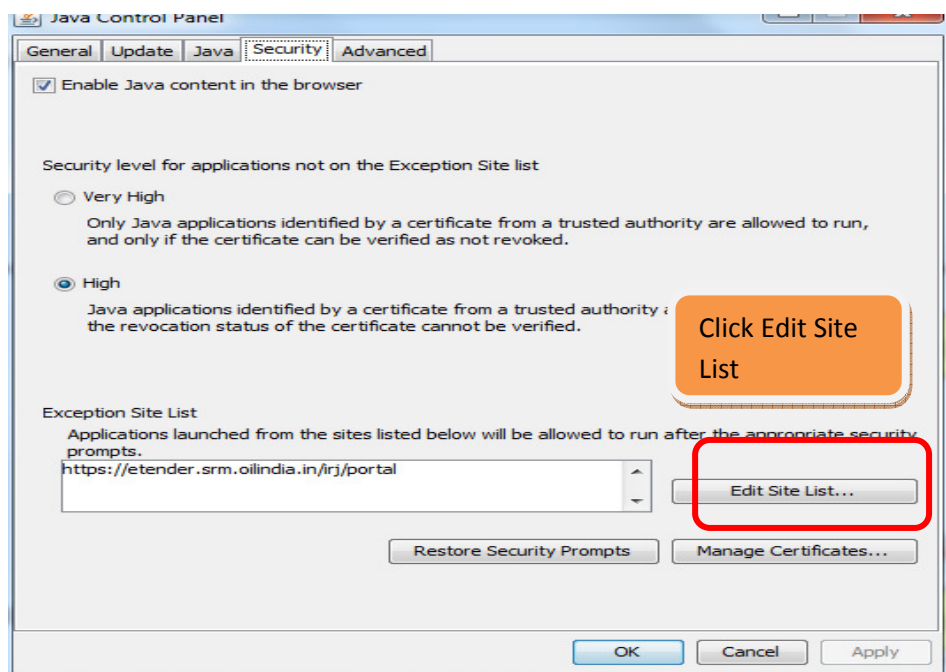
## **NOTE:**

**And after installation make some settings as under:**

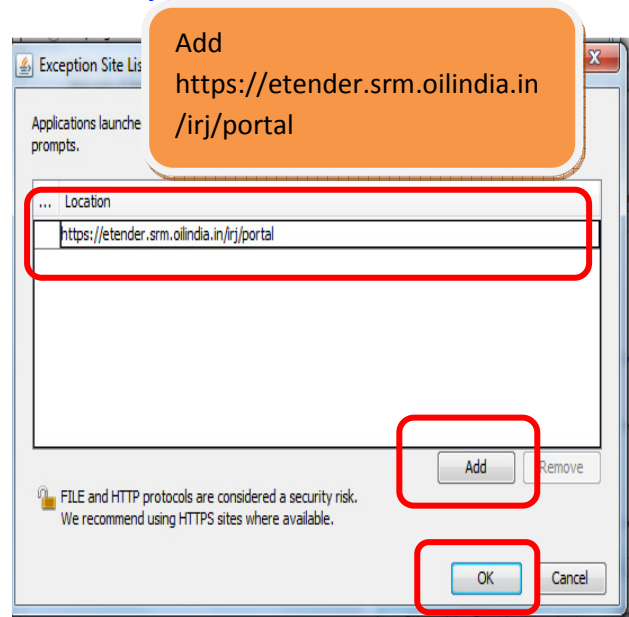
- 1) Go to Start->Control panel**
- 2) Java->Security**
- 3) Security level-> Medium**



Click 'Edit Site List' button under 'Exception Site List'



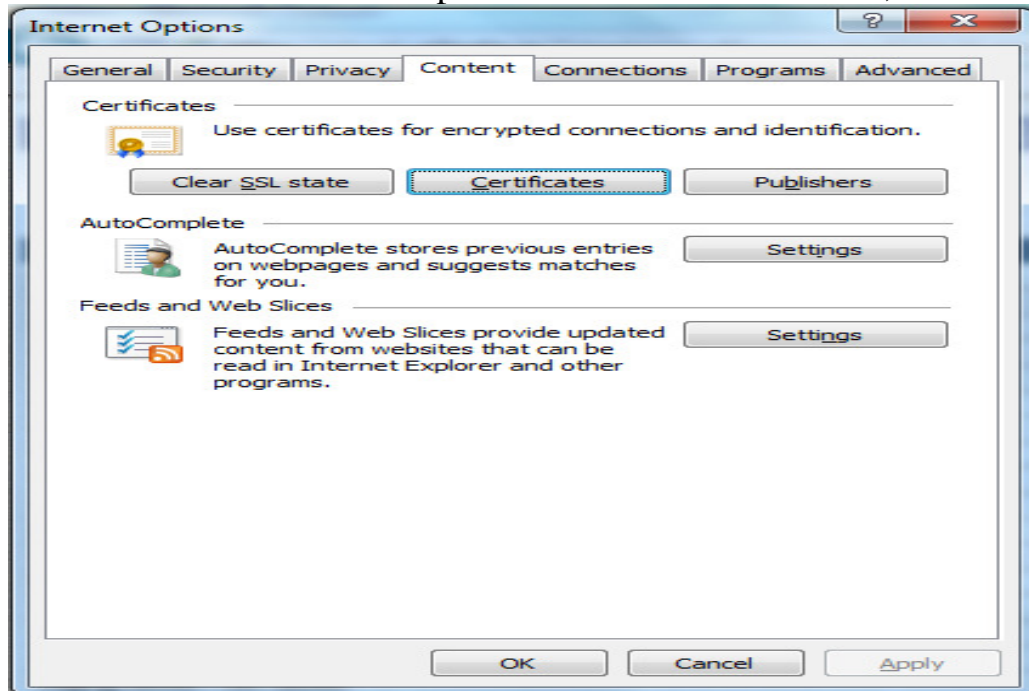
Click 'Add' button > Enter <https://etender.srm.oilindia.in/irj/portal> under 'Location' > Click **OK** to save the location



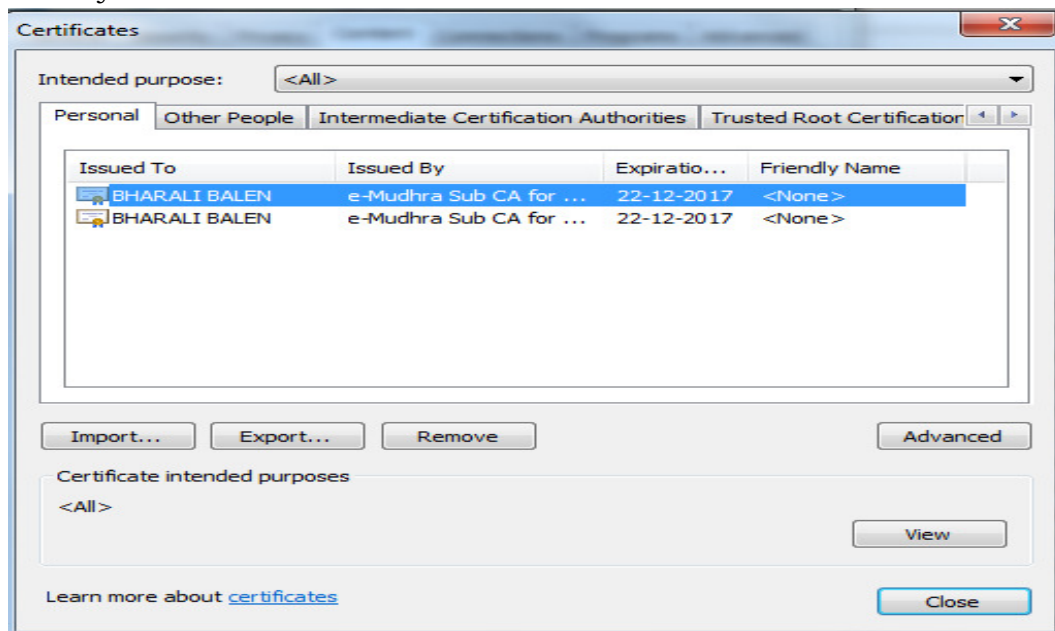
## INSTALLATION OF DIGITAL SIGNATURE E-TOKEN

Install the driver signature e-token in consultation with the vendor from where the digital signature certificate is purchased. After installation , attach the e-token in your system USB port. Check to ensure that the digital signature & Encryption certificate is installed properly:

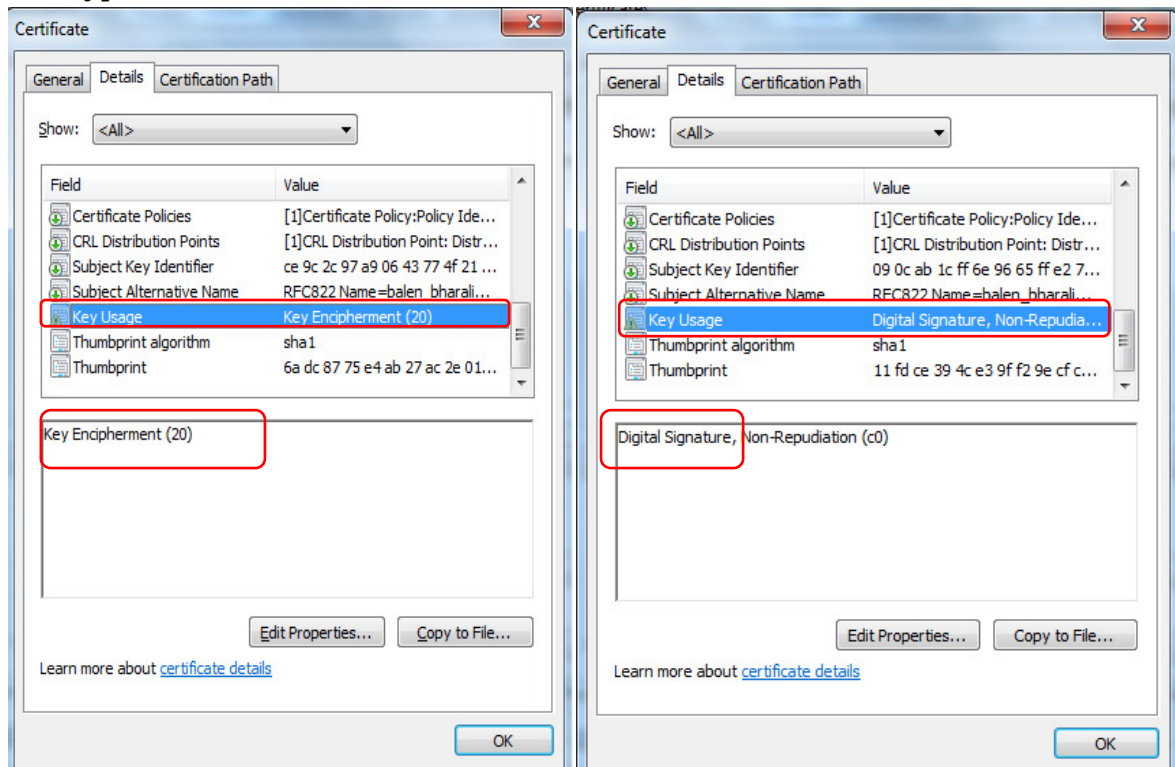
1. Go to tools ->internet options->contents->certificates, click on certificate.



2. After clicking the certificate , the installed certificate details will be appeared . Check Validity of the certificates.



3. Select the certificate and click view . Certificate details will be appeared . Go to details > Check “Key Usage”. The certificate must contain one “Signature Certificate” and one “Encryption Certificate”



In case of any clarification pertaining to e-procurement process, the vendor may contact the following

ERP DEPARTMENT

OIL INDIA LIMITED

PO:DULIAJAN

PIN:786602

Email:erp\_mm@oilindia.in

Contact: (0374) 280-7178/7171/7192 /4903

- A. OIL INDIA LIMITED (OIL) has upgraded its E-tender Portal. As part of the new system, the intending bidder must have Encryption Certificate along with Digital Signature Certificate (DSC) of Class III [Organization]. The date for implementation of new system is 12<sup>th</sup> April 2017 and the requirement of the new DSC will be applicable for the tenders floated on 12<sup>th</sup> April 2017 onwards. All our current and prospective esteemed bidders are therefore requested to acquire Class III DSC [Organization] along with Encryption Certificate issued by any of the Licensed Certifying Authorities (CA) operating under Controller of Certifying Authorities (CCA) of India as per Indian IT Act 2000. Guideline for getting Digital Signature and other related informations are available on the e-tender website [www.oil-india.com](http://www.oil-india.com) .
- B. Bidders are requested to go through “New Vendor Manual” effective date:12.04.2017 before submitting offer in system.
- C. Bidders are requested to go for “Guidelines to Bidders for participating in OIL” before submitting offer in system.

## Upload Technical Bid / Price Bid.

1.

Response - Oil India Ltd - SRM QAS Portal - Internet Explorer

http://srmqas.oilindia.in:50100/irj/porta

Response

Display RFX Response:

Edit Print Preview Check

RFX Response Number 60005572 RFX Number Status Saved Submission Deadline Opening Date 11.04.2017 00:00:00 India Remaining time 0 Days 14:02:00 RFX Owner BHARALI

Total Value XXXXX INR RFX Response Version Number Active Version

RFX Information Items Notes and Attachments Conditions Summary Tracking

Basic Data Questions **Technical Attachments**

Event Parameters

Currency: Indian Rupee

Detailed Price Information: Price with Conditions

Terms of Payment: OTH Others (Please specify under attributes)

Service and Delivery

Incoterm: FOB SINGAPORE

Area for uploading "Priced Bid" if the detailed price information is "No Price"

Area for uploading "Priced Bid" if the detailed price information is "Price with Condition"

Area for uploading "Techno-commercial Unpriced Bid"

**Please do not upload price under "Technical Attachment"**

▼ Partners and Delivery Information

Details Send E-Mail Call Clear

Function	Number	Name
The table does not contain any data		

Filter Settings

2. 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:

Response - Oil India Ltd - SRM QAS Portal - Internet Explorer

http://srmqas.oilindia.in:50100/irj/portal?NavigationTarget=navurl%3A%2F%2F3a2821f4-dff7-2a5000h54ff54h07d0778/dennDRTFuent-CRNFuentR/RTTechnicalName=qte&BOSystemAlias=SAP\_SRM&Operation=displayresponse&isOBN=true&APPLID=SA

Response

Display RFX Response:

**Area for uploading Priced Bid\*\***

[Edit](#) [Print Preview](#) [Check](#) [Technical RFX Response](#) [Close](#) [Verify Signature](#) [Sign Response](#) [Refresh Smartform](#) [Decrypt Data](#) [System Information](#) [Create Memory Snapshot](#)

RFX Response Number 60005572 RFX Number 951 Status Saved Submission Deadline 11.04.2017 00:00:00 INDIA Opening Date 11.04.2017 00:00:00 INDIA Remaining Time 0 Days 14:02:03 RFX Owner BHARALI

Total Value XXXXX INR RFX Response Version Number Active Version RFX Version Number 1

RFX Information Items Notes and Attachments Conditions Summary Tracking

Basic Data Questions Technical Attachments

▼ Notes

Clear [Filter](#) [Settings](#)

Category	Description
<a href="#">Conditions of Participation</a>	-Empty-
<a href="#">Bid Invitation/Auction Text</a>	-Empty-
<a href="#">Bidder's Remarks</a>	-Empty-
<a href="#">Purchaser's Remarks</a>	-Empty-

**Area for uploading TechnoCommercial Unpriced Bid\***

▼ Attachments

▼ cFolder Attachments

Add Attachment Delete Verify Signature [Filter](#) [Settings](#)

cFolder Name	Category	Description	File Name	Version	Processor	Checked Out	Type	Size (KB)	Changed by	Changed on
The table does not contain any data										

**\*The “Techno-Commercial Unpriced Bid” shall contain all technocommercial details except the prices.**

**\*\* Please follow the instructions as per Vendor User Manual for Uploading Price under “Notes and Attachment” or “Condition”**



**BID FORM**

**To**  
**M/s Oil India Limited,**  
P.O. Udayan Vihar, Guwahati -781171  
**Sub: IFB No. CGI3559P20**

*Gentlemen,*

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the work/services in conformity with the said conditions of Contract and Terms of Reference for the sum quoted in the Price Bid Format or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

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

We agree to abide by this Bid for a period of 120 days from the original date of Bid closing and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Seal of the Bidder:**

**STATEMENT OF NON-COMPLIANCE (IF ANY)**

**(Only exceptions/deviations to be rendered)**

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

<b>Section No.</b>	<b>Clause No. (Page No.)</b>	<b>Non-Compliance</b>	<b>Remarks</b>

**Signature of Bidder:** \_\_\_\_\_

**Name:** \_\_\_\_\_

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

**E-TENDER NO. CGI3559P20**

**PROFORMA LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

**TO**

**DGM-Materials**

**OIL INDIA LIMITED**

P.O. Udayan Vihar, Guwahati -781171

Sir,

**SUB: OIL's IFB No. CGI3559P20**

I/We \_\_\_\_\_ confirm that Mr. \_\_\_\_\_ (Name and address) as authorised to represent us during bid opening on our behalf with you against IFB No. **CGI3559P20** for **Hiring of services for Designing, Editing, Printing and other associated services for Premium Quality Coffee Table Book on OIL's Pipeline (English Language).**

Yours Faithfully,

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Signature of Bidder:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**PROFORMA LETTER OF AUTHORITY**

**TO**

**DGM-Materials**

**OIL INDIA LTD**

P.O. Udayan Vihar, Guwahati -781171

Dear Sir,

**SUB: OIL's IFB No. CGI3559P20**

We \_\_\_\_\_ of \_\_\_\_\_  
Confirm that Mr. \_\_\_\_\_  
\_\_\_\_\_ (Name and Address) is authorised to represent us to Bid,  
negotiate and conclude the agreement on our behalf with you against IFB No.  
**CGI3559P20** for Hiring of services for Designing, Editing, Printing and other  
associated services for Premium Quality Coffee Table Book on OIL's Pipeline  
(English Language).

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

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

Yours faithfully,

Signature: \_\_\_\_\_

Name & Designation \_\_\_\_\_

For & on behalf of \_\_\_\_\_

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

**FORM OF BID SECURITY (BANK GUARANTEE FORMAT)**

**To**  
**M/s OIL INDIA LIMITED,**  
P.O. Udayan Vihar, Guwahati -781171

WHEREAS, (Name of Bidder) \_\_\_\_\_ (hereinafter called "the Bidder") has submitted their offer Dated \_\_\_\_\_ for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, P.O. Udayan Vihar, Guwahati -781171, India (hereinafter called the Company's) Tender No. \_\_\_\_\_ KNOW ALL MEN BY these presents that we (Name of Bank) \_\_\_\_\_ of (Name of Country) \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called "Bank") are bound unto the Company in the sum of (\*\_\_\_\_\_ ) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.

SEALED with the said Bank this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

THE CONDITIONS of these obligations are:

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

We undertake to pay to Company up to the above amount upon receipt of its first written demand (by way of letter/fax/cable), without Company having to substantiate its demand provided that in its demand Company will note that the amount claimed by it is due to it owing to the occurrence of any of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the date (\*\*--/--/--) and any demand in respect thereof should reach the Bank not later than the above date.

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

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO.:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_

Name of Bank & Address \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
(Signature, Name and Address)

Date: \_\_\_\_\_

Place: \_\_\_\_\_

\* The Bidder should insert the amount of the guarantee in words and figures.

\*\* Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid/as specified in the Tender.

**Note:**

The Bank Guarantee issuing bank branch shall ensure the following:

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

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

***The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Guwahati Branch, IFS Code – UTIB0000140, Branch Address – Axis Bank Ltd., Guwahati Branch, Chibber House, G.S. Road, Dispur, Assam, Pin – 781005.***

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

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

Name:

FULL Address:

Phone Number:

Mobile Number:

E-mail address:

Fax Number:

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

Bank Name:

Branch:

Address of the Bank:

Bank Code:

IFSC/RTGS Code of the Bank:

NEFT Code of the Bank:

PAN Number:

GST Registration Number:

\_\_\_\_\_  
Signature of Bidder with Official Seal

**FORM OF PERFORMANCE BANK GUARANTEE**

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

**To  
M/s OIL INDIA LIMITED,  
MATERIALS DEPARTMENT  
P.O. Udayan Vihar, Guwahati -781171**

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

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

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

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_.

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

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

**Contd.... P/2**



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

SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_

Designation \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_

**Note:**

The Bank Guarantee issuing bank branch shall ensure the following:

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

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

***The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Guwahati Branch, IFS Code – UTIB0000140, Branch Address – Axis Bank Ltd., Guwahati Branch, Chibber House, G.S. Road, Dispur, Assam, Pin – 781005.***

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

**AGREEMENT FORM**

This Agreement is made on \_\_\_\_ day of \_\_\_\_\_ between Oil India Limited, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan in the State of Assam, hereinafter called the "Company" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s. \_\_\_\_\_ (Name and address of Contractor) hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part,

WHEREAS the Company desires that Services \_\_\_\_\_ (brief description of services) should be provided by the Contractor as detailed hereinafter or as Company may requires;

WHEREAS, Contractor engaged themselves in the business of offering such services represents that they have adequate resources and equipment, material etc. in good working order and fully trained personnel capable of efficiently undertaking the operations and is ready, willing and able to carry out the said services for the Company as per Section-II attached herewith for this purpose and

WHEREAS, Company had issued a firm Letter of Award No. \_\_\_\_\_ dated \_\_\_\_\_ based on Offer No. \_\_\_\_\_ dated \_\_\_\_\_ submitted by the Contractor against Company's IFB No. \_\_\_\_\_ and the Contractor accepted the same vide Letter No. \_\_\_\_\_ dated \_\_\_\_\_.

WHEREAS, the Contractor has furnished to Company the performance security in the form of DD/BC/BG for Rs. \_\_\_\_\_ (being 10% of annualized Contract value) with validity of 90 (Ninety) days beyond the contract period.

All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

NOW WHEREAS, in consideration of the mutual covenants and agreements hereinafter contained, it is hereby agreed as follows –

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:

- (a) PART-I indicating the General Conditions of this Contract;
- (b) PART-II indicating the Schedule of work, unit, quantities & rates;

**E-TENDER NO. CGI3559P20**

(c) PART-III indicating the Special Conditions of Contract;

(d) PART-V indicating the Safety Measures.

3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.

4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS thereof, each party has executed this contract at Duliajan, Assam as of the date shown above.

Signed, Sealed and Delivered,

For and on behalf of  
Company (Oil India Limited)

for and on behalf of Contractor  
(M/s. \_\_\_\_\_)

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

**E-TENDER NO. CGI3559P20**

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

Ref. No \_\_\_\_\_

Date \_\_\_\_\_

**Sub: Undertaking of authenticity of information/documents submitted**

**Ref: Your Tender No. CGI3559P20**

**To,  
DGM-MATERIALS  
Materials Department,  
OIL, Duliajan**

**Sir,**

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

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

**PROFORMA-X**

**E-TENDER NO. CGI3559P20**

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

**CERTIFICATE OF COMPLIANCE TO FINANCIAL CRITERIA**

**Ref : Note 'b.' under Clause 1.1 Financial Criteria of BEC/BRC of  
Tender No. CGI3559P20**

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

Note: Please note that any declaration bearing date after the Bid Closing Date will not be considered and will be rejected. This certificate is to be issued only considering the time required for preparation of Financial Statements i.e. if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the Original Bid Closing Date.

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**Bidder's Name:** \_\_\_\_\_

Sl. No.	Clause No. of BEC/BRC	Description	Compliance		Bidder to indicate Relevant Page No. of their Bid to support the remarks/ compliance
			Yes	No	
1	1.0	<b><u>BID EVALUATION CRITERIA (BEC)</u></b> The bid shall conform to the specifications and terms and conditions given in the Bidding Documents. Bids will be rejected in case material and services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and will not be considered for evaluation. All the documents related to BEC shall be submitted along with the Technical Bid.			
<b><u>1.1 FINANCIAL CRITERIA</u></b>					
2	1.1.1	Annual Financial Turnover of the bidder during any of preceding <b>03 (Three)</b> financial/accounting years from the original bid closing date should be at least <b>Rs. 23,76,000.00</b>			
3	1.1.2	Net worth of the bidder must be Positive for the preceding financial/accounting year. Note: The Net worth to be considered against Clause 1.1.2 above, should be read in conjunction with the definition of Net worth as mentioned in Section 2 (57) of The Companies Act, 2013.			

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4	<p style="text-align: center;"><b>Note to BEC Clause 1.1 above</b></p>	<p><b>a.</b> For proof of Annual Turnover &amp; Net worth (refer clauses 1.1.1 &amp; 1.1.2), any one of the following documents/photocopies must be submitted along with the bid:</p> <p style="padding-left: 40px;">(i) Audited Balance Sheet along with Profit &amp; Loss account. OR (ii) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), as per format prescribed in <b>Annexure-X</b>.</p> <p>Note: Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019 by Chartered Accountant in Practice.</p> <p><b>b.</b> Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial /accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per <b>Proforma-X</b>.</p> <p><b>c.</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.</p>			
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		<p><b>d.</b> In case the bidder is a Government Department, they are exempted from submission of document mentioned under para <b>a.</b> and <b>b.</b> above.</p> <p><b>e.</b> Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover and Net worth, as mentioned in Para 1.1.1 &amp; 1.1.2.</p>			
<b>1.2 TECHNICAL CRITERIA</b>					
5	<b>1.2.1</b>	The bidder shall have experience in successfully executing/completing at <u>least one</u> 'SIMILAR WORK' of minimum <b>Rs. 23,76,000.00 ((Rupees Twenty-Three Lakhs Seventy-Six Thousand only)</b> under single contract during the last 07 (seven) years reckoned from the original bid closing.			
6	<b>Note to BEC clause 1.2.1 above</b>	<p>a. "Similar Work" mentioned in Para 1.2 above means Drilling Rig painting/ structural painting work involving mechanical cleaning, primer coating, epoxy painting, rust removing.</p> <p>b. For proof of requisite Experience (refer Clause No. 1.2), the following documents/ photocopy (self-attested/attested) must be submitted along with the bid:</p> <p>I. <b><u>In case work experience is against OIL's Contract:</u></b> Bidder must submit Job Completion Certificate issued by the company indicating the following:</p> <p style="margin-left: 40px;">A. Work order no./Contract no. B. Gross value/quantity of job done C. Period of Service D. Nature of Service</p> <p>II. <b><u>In case work experience is not against OIL's Contract:</u></b> Bidder must submit the following:</p> <p style="margin-left: 40px;">A. Contract document showing details of work,</p>			



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		<p style="text-align: center;">AND</p> <p>B. Job Completion Certificate showing:</p> <p>(i) Gross value/quantity of job done</p> <p>(ii) Nature of job done and Work order no./Contract no.</p> <p>(iii) Contract period and date of completion</p> <p style="text-align: center;">OR</p> <p>C. SES (Service Entry Sheet)/Certificate of Payment (COP) issued by the company indicating the following:</p> <p>(i) Work order no./Contract no.</p> <p>(ii) Gross value/quantity of jobs done</p> <p>(iii) Period of Service</p> <p>(iv) Nature of Service</p> <p><b>c.</b> Only Letter of Intent (LOI)/Letter of Award (LOA) or Work Order(s) are not acceptable as evidence.</p> <p><b>d.</b> Mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of volume &amp; value, as stipulated respectively under Clause Nos. 1.2 will only be treated as acceptable experience.</p> <p><b>e.</b> Following work experience will also be taken into consideration:</p> <p>(i) If the prospective bidder has executed contract in which similar work is also a component of the contract.</p> <p>(ii) In case the start date of the requisite experience is beyond the prescribed 07(seven) years reckoned from the original bid closing date but completion is within the prescribed 07(seven) years reckoned from the original bid closing date.</p> <p>(iii) If the prospective bidder is executing similar work which is still running and the contract value/quantity executed prior to original bid closing date is equal to or more than the minimum prescribed value in the BEC.</p>			
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		<p>Proof of work experience against Para <b>e. (i) and (ii)</b> above, to satisfy a) similar work b) minimum prescribed value/qty c) prescribed period of 07 years, to be submitted as below:</p> <p>I. <b><u>In case requisite experience is against OIL's Contract:</u></b>  Bidder must submit the breakup of similar work and its value/quantity mentioning SES No. and copies of all relevant SES.</p> <p>II. <b><u>In case requisite experience is not against OIL's Contract:</u></b>  Bidder must submit the breakup of similar work and its value/quantity executed within the prescribed period of 07 (seven) years reckoned from the original bid closing date. The breakup must be certified by the end user or a certificate issued by a practicing Chartered/Cost Accountant Firm (with Membership Number &amp; Firm Registration Number).</p> <p>Proof of work experience against Para <b>e. (iii)</b> above, to satisfy a) similar work b) minimum prescribed value/qty c) prescribed period of 07 years, to be submitted as below:</p> <p>I. <b><u>In case requisite experience is against OIL's Contract:</u></b>  Bidder must submit the following:</p> <p style="padding-left: 40px;">A. Breakup of similar work</p> <p style="padding-left: 40px;">B. SES (Service Entry Sheet)/Certificate of Payment (COP) issued by the company indicating the following:</p> <p style="padding-left: 80px;">(i) Work order no./Contract no.</p> <p style="padding-left: 80px;">(ii) Gross value/quantity of job done</p> <p style="padding-left: 80px;">(iii) Period of Service</p> <p style="padding-left: 80px;">(iv) Nature of Service</p> <p>II. <b><u>In case requisite experience is not against OIL's Contract:</u></b>  Bidder must submit the following:</p>			
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		<p>A. Breakup of similar work</p> <p>B. Contract document showing details of work.</p> <p>C. LOA/LOI/Work order showing:</p> <ul style="list-style-type: none"> <li>(i) Gross value/quantity of job awarded</li> <li>(ii) Nature of job awarded</li> <li>(iii) Contract no./Work order no.</li> <li>(iv) Contract period</li> </ul> <p>D. Certificate of Payment (COP)/SES (Service Entry Sheet) up to the previous month of the original bid closing date of this tender issued by the company indicating the following:</p> <ul style="list-style-type: none"> <li>(i) Work order no./Contract no.</li> <li>(ii) Gross value/quantity of job done</li> <li>(iii) Period of Work done</li> <li>(iv) Nature of Service</li> </ul> <p><b>f.</b> In case of similar work executed through ‘sub-contracting’, the bidder shall submit relevant documents as mentioned under para ‘b’ and/or ‘e’ above, issued directly by the client organization/end user, along with confirmation towards consent of the client organization/end user for allowing ‘sub-contracting’.</p> <p><b>g.</b> SIMILAR work executed by a bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BEC.</p> <p><b>h.</b> Bids submitted for part of the work will be rejected. Bid will be rejected if not accompanied with adequate documentary proof in support of Work experience as mentioned in Para 1.2.</p>			
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7	<b>1.2.2</b>	<b>Bidder must have been in operation for a minimum of 5 years reckoned from the original bid closing date. (Please submit certificate of incorporation).</b>			
8	1.2.3	Bidder must have designed and published minimum 03 (Three) Coffee Table Book during the last 05 years reckoned from the original bid closing date. Bidder has to submit physical copy of the same on or before the bid closing date and time. Please attached work order for each Coffee Table book as a part of technical bid in the e-tender portal. Physical copy of the book will be returned in due course of time.			
9	<b>1.3</b>	Price bid shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive. A substantially responsive bid is one that meets the terms and conditions of the Tender and/or the acceptance of which bid will not result in indeterminate liability on OIL.			
10	<b>1.4</b>	Bidders are required to quote for all the items as per Price Bid Format; otherwise the offer of the bidder will be straightway rejected.			
11	<b>1.5</b>	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.			
12	<b>1.6</b>	The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities 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.			
13	<b>1.7</b>	The bidders are advised not to offer any discount/rebate separately and to offer their prices in the Price Bid Format after considering			

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		discount/rebate, if any.			
14	<b>1.8</b>	Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.			
15	<b>1.9</b>	In case of identical overall lowest offered rate by more than 1 (one) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price.			
16	<b>1.10</b>	<p><b><u>PURCHASE PREFERENCE CLAUSE:</u></b> Purchase Preference to Micro and Small Enterprises registered with District Industry Centers 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:</p> <p>1.10.1 In case participating MSEs Quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.</p> <p>1.10.2 In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.</p> <p>1.10.3 <b><u>Documentation required to be submitted by MSEs:</u></b> Copy of valid Registration Certificate, if bidder is a Micro or Small Enterprises(MSE) registered with District Industry Centers 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</p>			

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		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.			
17	<b>1.11</b>	Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services including applicable GST (CGST & SGST/UTGST or IGST).			
18	<b>1.12</b>	<p>OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.</p> <p>However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.</p>			
19	<b>1.13</b>	<p>Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST.</p> <p>When a bidder mentions taxes as extra without specifying the rates &amp; amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts will be binding on the bidder.</p>			
20	<b>1.14</b>	Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids will be evaluated based on total price including GST.			
21	<b>1.15</b>	Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to L-1 bidder.			

**2.0 BID REJECTION CRITERIA (BRC):**

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22	<b>2.1</b>	The bids are to be submitted in single stage under Two Bid System i.e. Un-priced Techno-Commercial Bid and Price Bid together. Only the Price Bid should contain the quoted price.			
23	<b>2.2</b>	The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non-responsive and rejected.			
24	<b>2.3</b>	Bid security shall be furnished as a part of the Techno Commercial Un-priced Bid. The amount of bid security should be as specified in the forwarding letter. Any bid not accompanied by a proper bid security will be rejected.			
25	<b>2.4</b>	Bid Documents/User Id & Password for OIL's E-Tender portal are not transferable.			
26	<b>2.5</b>	Any bid received in the form of Physical document/Telex/Cable/Fax/E-mail will not be accepted.			
27	<b>2.6</b>	Bids shall be typed or written in indelible ink. The bidder or his authorized representative shall sign the bid digitally, failing which the bid will be rejected.			
28	<b>2.7</b>	Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the persons(s) signing (digitally) the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.			
29	<b>2.8</b>	Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.			
30	<b>2.9</b>	Bidders must quote clearly and strictly in accordance with the price schedule outlined in Price Bidding Format attached under "Notes and			

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		Attachments" tab in the main bidding engine of OIL's E-Tender portal; otherwise the bid will be rejected. All other techno-commercial documents other than price details to be submitted with Un-priced Techno-Commercial Bid as per tender requirement under "Technical Attachment" Tab Page only.			
31	<b>2.10</b>	<p>Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:</p> <ul style="list-style-type: none"> <li><b>(i)</b> Firm price</li> <li><b>(ii)</b> EMD/Bid Bond</li> <li><b>(iii)</b> Period of validity of Bid</li> <li><b>(iv)</b> Price Schedule</li> <li><b>(v)</b> Performance Bank Guarantee/Security deposit</li> <li><b>(vi)</b> Delivery/Completion Schedule</li> <li><b>(vii)</b> Scope of work</li> <li><b>(viii)</b> Guarantee of material/work</li> <li><b>(ix)</b> Liquidated Damages clause</li> <li><b>(x)</b> Tax liabilities</li> <li><b>(xi)</b> Arbitration/Resolution of Dispute Clause</li> <li><b>(xii)</b> Force Majeure</li> <li><b>(xiii)</b> Applicable Laws</li> <li><b>(xiv)</b> Specifications</li> <li><b>(xv)</b> Integrity Pact</li> </ul>			
32	<b>2.11</b>	There should not be any indication of price in the Un-priced Techno-Commercial Bid. A bid will be straightway rejected if this is given in the Un-priced Techno-Commercial Bid.			
33	<b>2.12</b>	Bid received with validity of offer less than 120 (one hundred twenty) days from the date of Technical Bid opening will be rejected.			
34	<b>2.13</b>	The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide <b>"Part-</b>			



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		<p><b>VI/Integrity Pact</b>” of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.</p>			
35	3.0	<p><b><u>GENERAL:</u></b></p> <p><b>3.1</b> In case bidder takes exception to any clause of bidding 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 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.</p> <p><b>3.2</b> 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 clarifications fulfilling the BEC/BRC clauses in toto must be received or before the deadline given by the company, failing which the offer will be will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.</p> <p><b>3.3</b> If any of the clauses in the BEC/BRC contradict with other clauses of bidding document elsewhere, the clauses in the BEC/BRC shall prevail.</p> <p><b>3.4</b> Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC &amp; Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise</p>			

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		<p>Bids shall be rejected.</p> <p><b>3.5</b> OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.</p> <p><b>3.6</b> The originals of documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.</p>			
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**COMMERCIAL EVALUATION CRITERIA:**

36	<b>1</b>	<p>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 &amp; Technical Specification of the tender in <b>"Technical Attachments" Tab</b> and Priced Bid as per Proforma-B uploaded in the <b>"Notes &amp; Attachments" Tab</b>. 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.</p>			
37	<b>2</b>	<p>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.</p>			
38	<b>3</b>	<p>Bids should be valid for a period of 120 (One-Hundred Twenty) days. Bids with shorter validity will be rejected as being non-responsive.</p>			
39	<b>4</b>	<p>Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach OIL's Head-Contract's office at Duliajan 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 <b>Rs.95,000.00</b>. Bid without proper &amp; valid Bid Security will be rejected.</p>			

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	<b>5</b>	Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted. <b>However, physical copies of the Coffee Table Book must be reached at Office of Office of the Deputy General Manager - Materials (PL), Oil India Limited (Pipeline Headquarter), P.O. Udayan Vihar, Guwahati - 781171 on or before the bid closing date and time. Timely delivery of the same is the responsibility of the bidder. Please refer clause no 1.2.3 of technical rejection criteria.</b>			
40	<b>6</b>	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.			
41	<b>7</b>	Any Bid containing false statement will be rejected.			
42	<b>8</b>	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.			
43	<b>9</b>	<p>Bidder must accept and comply with the following clauses as given in the Bid Document in to failing which bid will be rejected:</p> <ul style="list-style-type: none"> <li>i) Performance Security Clause</li> <li>ii) Taxes Clause</li> <li>iii) Insurance Clause, if any</li> <li>iv) Force Majeure Clause</li> <li>v) Termination Clause</li> <li>vi) Arbitration Clause</li> <li>vii) Liability Clause</li> <li>viii) Withholding Clause</li> <li>ix) Liquidated damages Clause</li> <li>x) Firm price</li> </ul>			

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		xi) EMD/Bid bond xii) Integrity Pact			
<b><u>PRICE EVALUATION CRITERIA:</u></b>					
44	<b>1</b>	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.			
45	<b>2</b>	The contract will be signed with successful bidder for the required services as per 'Scope of Work' of the IFB.			
46	<b>3</b>	The bidders must quote their rates in the manner as called for vide "Schedule of Rates" under <b>Section - IV</b> and the summarized price schedule format vide enclosed <b>Proforma-B</b>			
47	<b>4</b>	The quantities shown against each item in the "Price Bid Format (i.e. in Proforma-B)" 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 pages for publishing the book are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of pages, as the case may be.			
48	<b>5</b>	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 <b>Price Bid Format</b> as per 'Proforma-B'.			