

FORWARDING LETTER

M/s _____

Sub: IFB No. CGI5616P18 for 'Coating Refurbishment Work for OIL Pipeline in the States of Assam, West Bengal and Bihar, India'.

Dear Sirs,

- 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 oil & natural gas with its Pipeline Headquarters at Guwahati, Assam.
- 2.0 In connection with its operations, **Tractebel Engineering Pvt. Ltd.** on behalf of OIL INDIA LIMITED (OIL), Guwahati (Assam) invites Local Competitive Bids (LCB) from competent and experienced Contractors through OIL's e-procurement Portal: <https://etender.srm.oilindia.in/irj/portal> for '**Coating Refurbishment Work for OIL Pipeline in the States of Assam, West Bengal and Bihar, India**'. One complete set of Bid Document covering OIL's IFB for the 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)	IFB No. /E-Tender No.	:	CGI5616P18
(ii)	Type of Bidding	:	Online-Single Stage-Two Bid System
(iii)	Tender Fee	:	INR 2,000.00 (Tender fee should be paid only through the payment gateway available on OIL's e-Tender Portal. No other mode of payment shall be accepted.) Bidders claiming waiver of tender fees shall apply to Pipelines Projects Department, Oil India Limited, Guwahati with documentary evidence as mentioned in Para. 4.4 below, before 07 (seven) days of bid closing date.
(iv)	Tender available on OIL's e-portal	:	From 07.09.2017
(v)	Bid Closing Date & Time	:	06.10.2017 upto 11.00 AM as mentioned in Online E-tender portal
(vi)	Technical Bid Opening Date & Time	:	06.10.2017 upto 02.00 PM as mentioned in Online E-tender portal
(vii)	Price Bid Opening Date & Time	:	Will be intimated only to the eligible/qualified Bidders nearer the time.
(viii)	Bid Submission Mode	:	Bids must be uploaded online in OIL's E-procurement portal
(ix)	Bid Opening Place	:	Office of GM-Pipeline Projects Oil India Limited, Guwahati -781171, Assam, India.
(x)	Bid Validity	:	120 days from date of Bid Closing
(xi)	Mobilization Time	:	30 days from the date of issue of Letter of Award (LOA)
(xii)	Bid Security Amount	:	For one Spread - Rs. 51.28 Lacs For Two Spreads-Rs. 79.72 Lacs For Three Spreads - Rs. 104.73 Lacs
(xiii)	Bid Security Validity	:	03-04-2018
(xiv)	Original Bid Security to be	:	Office of GM-Pipeline Projects

	submitted		Oil India Limited, Guwahati -781171, Assam, India.
(xv)	Amount of Performance Security	:	10% of the Annualized Contract Value.
(xvi)	Validity of Performance Security	:	15 months from the date of completion of the contract.
(xvii)	Duration of the Contract	:	03(Three) years (inclusive of Mobilization period) from the date of Letter of Award (LOA).
(xviii)	Quantum of Liquidated Damage for Default in Timely Mobilization	:	Refer General Conditions of Contract
(xix)	Integrity Pact	:	Must be digitally signed & uploaded along with the Techno-commercial Bid.
(xx)	Bids to be addressed to	:	Office of GM-Pipeline Projects Oil India Limited, Guwahati -781171, Assam, India.
(xxi)	Last date for receipt of pre-bid queries	:	13.09.2017 or two days prior to Scheduled Pre Bid Conference
(xxii)	Pre-bid Conference date	:	15.09.2017
(xxiii)	Venue of Pre-bid Conference	:	TE's Gurgaon office. Tractebel Engineering Pvt. Ltd. 2nd floor, HSBC Building, Plot no. 68, Sector 44, Gurgaon- 122002

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

4.0 **GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT:**

4.1 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 as "Personal" are not acceptable.**

4.2 Bidders must have a valid User ID to access OIL's e-Procurement site for submission of bid. Vendors having User ID & password can purchase bid documents **on-line through OIL's electronic Payment Gateway**. New vendor shall obtain User ID & password through online vendor registration system in e-portal and can purchase bid documents subsequently in the similar manner.

4.3 Parties, who do not have a User ID, can click on **Guest** login button in the E-portal to view and download the available open tenders. **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 Guwahati at erp_mm@oilindia.in, Ph.: 0374- 2807178/4903. The link to OIL's E-Procurement portal has also been provided in OIL's web site (www.oil-india.com).

4.4 **EXEMPTION OF TENDER FEE:**

4.4.1 If the bidder is a Micro or Small Enterprise [MSEs] under the Micro, Small and Medium Enterprises Development Act, 2006 and is registered with District Industries 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

Micro, Small and Medium Enterprises, then they are exempted from payment of tender fees for the items/services for which they are registered. Copy of valid Registration Certificate, must be enclosed along with the application for issuing tender documents and the Registration Certificate should clearly indicate the items/services for which bidder are registered [or they intend to quote against OIL tenders] with any of the aforesaid agencies.

4.4.2 The Central Govt. Departments and Central Public Sector Undertakings will also be exempted from the payment of tender fee. Parties registered with DGS&D, having valid certificates will be exempted from payment of tender fee.

4.4.3 Bidders claiming waiver of tender fees, shall apply to M/s Tractebel, Gurgaon Office with documentary evidence before 07 days of bid closing date.

5.0 **PRE-BID CONFERENCE:**

5.1 A pre-Bid conference is planned to be held during **3rd week of September, 2017** at TE office **Gurgaon** 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. The parties who purchase the bid documents shall be allowed to participate in the Pre-Bid conference. For details of the venue, bidders may contact M/s Tractebel, Gurgaon Office.

5.2 At the most 2 (two) representatives from each prospective bidder shall be allowed to participate in the pre-bid conference. All costs for attending the pre-bid conference shall be to prospective bidders' account.

5.3 The prospective bidders shall submit their queries through E-mail / Fax / Courier addressed to M/s Tractebel, Gurgaon Office two days prior to the scheduled date of pre-bid conference. Tractebel shall provide clarifications to the queries in the pre-bid conference.

5.4 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/ Tractebel 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.

5.5 The exact date and venue of pre-bid conference will be intimated later on.

6.0 **IMPORTANT NOTES:**

Bidders shall take note of the following important points while participating in OIL's e-procurement tender:

- i) The bid along with all supporting documents must be submitted through OIL's E-procurement site only except the "Original Bid Security" and following documents which shall be submitted manually by the bidder in a sealed envelope superscribed with OIL's IFB No./ E-Tender No., Bid Closing date and marked as "Original Bid Security" and addressed to GM-Pipeline-Projects, Pipeline Projects Department, Oil India Limited, Guwahati-781171, Assam(India).

Additionally, following documents to be submitted in hard form if specifically called for in the tender:

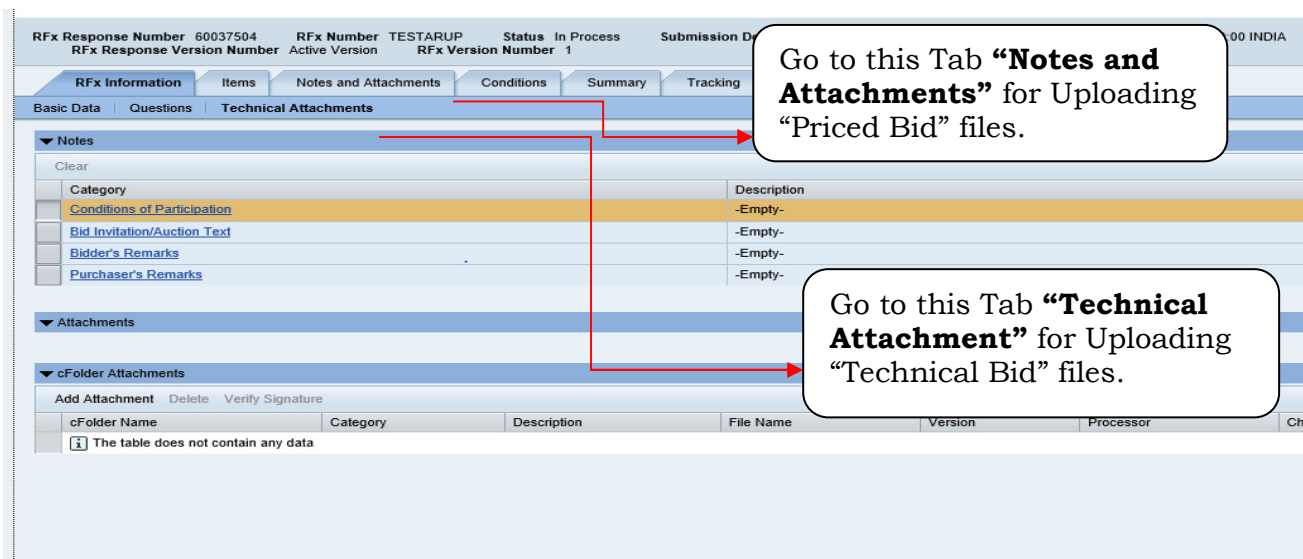
- a) Printed catalogue and Literature, if called for in the tender.
- b) Power of Attorney for signing the bid.
- c) Any other document required to be submitted in original as per tender requirement.

The above documents including the Original bid security, must be received at Pipeline Project's office, OIL at Guwahati on or before 13:00 Hrs. (IST) on the technical bid closing date failing which the bid shall be rejected. A scanned copy of the Bid Security shall also be uploaded by the bidder along with their Technical Bid in OIL's E-procurement site.

- ii) 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 GM-Pipelines-Projects, Guwahati in presence of the authorized representatives of the bidders.
- iii) If the digital signature used for signing is not of "Class -3" with Organizations name, the bid will be rejected.
- iv) The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.
- v) Conditional bids are liable to be rejected at the discretion of the Company.
- vi) 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 Technical Bid.
 - a) 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 copies of Service Tax and Central Excise Registration Certificate.
 - b) 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 copies of Service Tax and Central Excise Registration Certificate.
 - c) 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 copies of Service Tax and Central Excise Registration Certificate.
 - d) 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 copies of Service Tax and Central Excise Registration Certificate.
 - e) 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 copies Service Tax and Central Excise Registration Certificate.
 - f) 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 copies of Service Tax and Central Excise Registration Certificate.
 - g) 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 copies Service Tax and Central Excise Registration Certificate.
- vii) The selected bidder will be required to enter into a formal contract, which will be based on their bid and O.I.L.'s Standard Form of Contract.
- viii) The Bid Security / Performance Security Money shall not earn any interest.

- ix) 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 liquidate damages and / or penalty from the Contractor as per terms of the tender /contract.
- x) The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers' payment.
- xi) **BACKING OUT BY BIDDER:** No Bidder can withdraw his bid within the validity or extended validity of the bid. 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 Banning Policy (available in OIL's website) of Company. Once a bid is withdrawn, the offer will be treated as withdrawn and no further claim / correspondence will be entertained in this regard.
- xii) **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall be forfeited and the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.
- xiii) **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.
- xiv) **ERRING / DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: www.oil-india.com.
- xv) **The tender will be governed by:**
 - Forwarding Letter
 - Instruction to Bidders
 - BEC-BRC- Bid Evaluation Criteria & Bid Rejection Criteria.
 - Part-I : General Conditions of Contract (GCC)
 - Part-II : Scope of Work and Technical Specification
 - Part-III: Special Conditions of Contract (SCC)
 - Part-IV: Price Schedule/Schedule of Rates
 - Part-V : Integrity Pact
 - Part-VI: Proforma and Annexures
- xvi) **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 bidder's 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.**
- xvii) The tender is invited under **SINGLE STAGE-TWO BID SYSTEM**. The bidders shall submit both the "TECHNICAL" and "PRICED" bids through electronic form in the OIL's e-Procurement portal within the Bid Closing Date and Time stipulated in the 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 in **"Technical Attachments" Tab only. Bidders to note that no price details should be uploaded in "Technical Attachments" Tab Page. Details of prices as per Price Bid format/Priced bid to be uploaded under "Notes & Attachments" tab. A screen shot in this regard is shown below. Offer not complying with**

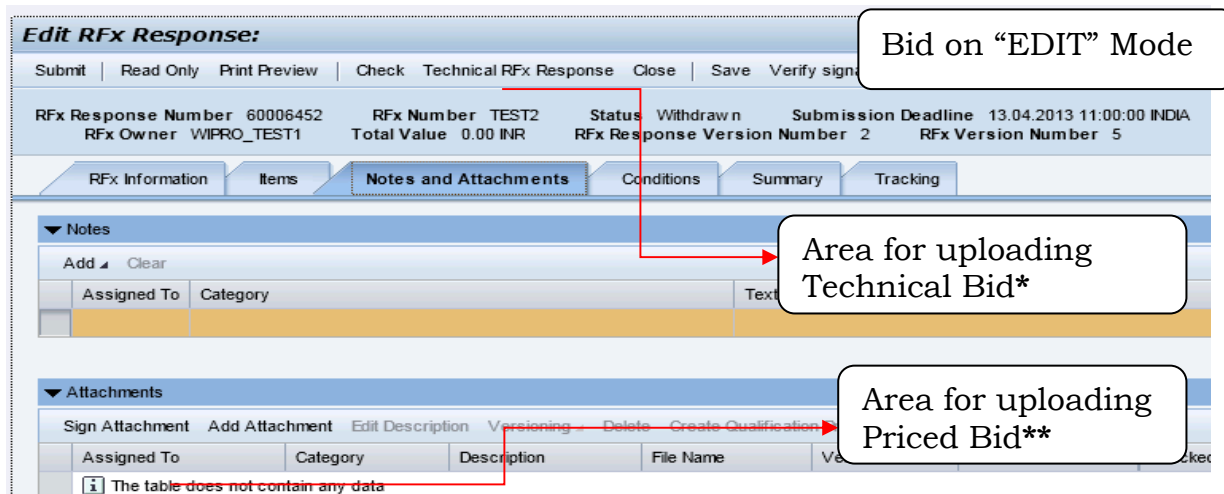
above submission procedure will be rejected as per Bid Evaluation Criteria mentioned in Clause 1.0 of (C) Commercial Evaluation Criteria.



Go to this Tab **“Notes and Attachments”** for Uploading “Priced Bid” files.

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

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



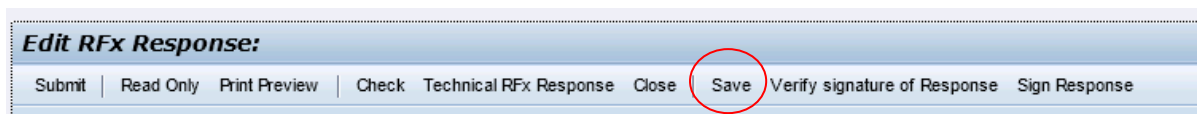
Bid on “EDIT” Mode

Area for uploading Technical Bid*

Area for uploading Priced Bid**

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, 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.



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

INSTRUCTIONS TO BIDDERS

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

A. BID DOCUMENTS

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

- (a) A Forwarding Letter highlighting the following points:
 - (i) Company's IFB No. & Type and Tender Fee
 - (ii) Bid closing date and time
 - (iii) Bid opening date and time
 - (iv) Bid submission Mode
 - (v) Bid opening place
 - (vi) Bid validity, Mobilisation time & Duration of contract
 - (vii) The amount of Bid Security with validity
 - (viii) The amount of Performance Guarantee with validity
 - (ix) Quantum of liquidated damages for default in timely mobilization
- (b) Instructions to Bidders
- (c) BEC-BRC- Bid Evaluation Criteria & Bid Rejection Criteria
- (d) General Conditions of Contract (Part-I)
- (e) Scope of work & Technical Specification,(Part-II)
- (f) Special Conditions of Contract, (Part-III)
- (g) Schedule of Rates, (Part-IV)
- (h) Integrity Pact, (Part-V)
- (i) Proforma and Annexures, (Part-VI)

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

3.0 TRANSFERABILITY OF BID DOCUMENTS:

- 3.1 Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Bid Document has been issued.
- 3.2 Unsolicited bids will not be considered and will be rejected straightway.

4.0 AMENDMENT OF BID DOCUMENTS:

- 4.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of an Addendum.
- 4.2 The Addendum will be uploaded in OIL's E-Tender Portal in the Tab "**Technical Rfx**" and under 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.

B. PREPARATION OF BIDS

5.0 **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 notarised English translated version, which shall govern for the purpose of bid interpretation.

6.0 **BIDDER’S NAME & ADDRESS:**

Bidders should indicate in their bids their detailed postal address including the Fax/Telephone /Cell Phone Nos. and E-mail address.

7.0 **DOCUMENTS COMPRISING THE BID:**

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

(A) UN-PRICED TECHNICAL BID

- (i) Complete technical details of the services and equipment specifications with catalogue, etc.
- (ii) Documentary evidence established in accordance with Clause 10.0 hereunder.
- (iii) Bid Security (scanned) in accordance with Clause 11.0 hereunder. Original Bid Security should be sent as per Clause No. 11.10 below.
- (iv) Statement of Non-compliance (if any).
- (v) Copy of Priced Bid (Schedule of Rates) ***without indicating prices***
- (vi) Integrity Pact digitally signed by OIL’s competent personnel, attached with the bid document to be digitally signed by the bidder.
- (vii) 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 **13:00 Hrs (IST) on the bid closing date failing which the bid shall be rejected.**

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

(B) PRICED BID

Bidder shall quote their prices in the Proforma available in OIL’s E-procurement portal in the “Notes & Attachments” Tab. **The price quoted in the “PRICE BID FORMAT” will only be considered for evaluation.** The Priced Bid shall contain the prices along with the currency quoted and any other commercial information pertaining to the service offered.

8.0 **BID FORM:**

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

9.0 **BID PRICE:**

- 9.1 Prices must be quoted by the Bidders online as per the price bid format available in OIL’s E-Tender Portal under “Notes & Attachment” Tab. Prices must be quoted by the bidders as per the Pricing format.
- 9.2 Prices quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account.
- 9.3 All duties and taxes (excluding GST) including Corporate Income Tax, Personal Tax, Entry Taxes if applicable etc. and other Cess/levies payable by the successful bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or

any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

9.4 Bidders shall quote the prices in Indian Rupees only.

9.5 Bidders are advised to ensure timely submission of correct invoice(s) as per GST regulation with all required supporting document(s) within a period specified in Contracts/ LOA to enable Owner to avail Input Credit as applicable.

If input credit with respect to GST is not available to owner for any reason which is not attributable to owner, then Owner shall not be obligated or liable to pay or reimburse GST charged in the invoice(s).

9.6 It is presumed that bidder has already complied GST regulations. Bidder shall get registered in the three states i.e. Bihar, West Bengal & Assam before start of services.

9.7 All payment to be made by Owner shall be made in Indian Rupees only.

10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

10.1 These are listed in **BID EVALUATION CRITERIA (BEC)** of the Bid document.

11.0 BID SECURITY:

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

11.2 All the bids must be accompanied by Bid Security in Original for the amount as mentioned in the "Forwarding Letter" and shall be in the OIL's prescribed format as Bank Guarantee (BG) enclosed with the NIT or a Bank Draft/Bankers' cheque in favour of OIL and payable at Guwahati, Assam from any Scheduled Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank.

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

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

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

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

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

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

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

11.9 The Bid Security may be forfeited:

- i) The bidder withdraws the bid within its original/extended validity.
- ii) The bidder modifies/revise their bid suo-moto.
- iii) Bidder does not accept the order/contract.
- iv) Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/order/contract.

- v) If it is established that the bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the bid security shall be forfeited after due process in addition to other action against the bidder
- 11.10 In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be put on Holiday as per the Banning Policy (available in OIL's website) of Company.
- 11.11 **The scanned copy of the original Bid Security in the form of either Bank Guarantee or Banker's Cheque or Bank Draft must be uploaded by bidder along with the Technical bid in the "Technical Attachment" of OIL's E-portal.** The original Bid Security shall be submitted by bidder to the office of GM-Pipelines Projects, Oil India Ltd., Guwahati-781171(Assam), India in a sealed envelope which must reach GM- Pipelines Projects' office on or before 13:00 Hrs (IST) on the Bid Closing date.
- 11.12 A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender.
- 11.13 The following is the Bank details of OIL for obtaining Bank Guarantee:

	Bank Details of Beneficiary	
a	Bank Name	AXIS BANK
b	Branch Name	GUWAHATI
c	Branch Address	CHIMBER HOUSE, G.S.ROAD, DISPUR ASSAM
d	Banker Account No.	140010200027654
e	Type of Account	Current Account
f	IFSC Code	UTIB0000140
g	MICR Code	781211002
h	SWIFT Code	AXISINBB140
i	Contact No.	8876501401
j	Contact Person Name	Mr. Dibakar Ghosh
k	Email Id	Guwahati.branchhead@axisbank.com

- 12.0 EXEMPTION FROM SUBMISSION OF BID SECURITY:
- 12.1 Central Govt. offices and Central Public Sector undertakings are exempted from submitting Bid Security.
- 12.2 If the 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, then they are also exempted from submitting Bid Security. Bidding MSEs shall have to submit a Copy of valid Registration Certificate clearly indicating the monetary limit, if any and the items/Services 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.
- 13.0 PERIOD OF VALIDITY OF BIDS:

- 13.1 Bids shall remain **valid for 120** days from the date of closing of bid prescribed by the Company. **Bids of shorter validity will be rejected as being non-responsive.** If nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for 120 days from Bid Closing Date.
- 13.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing through Fax or e-mail. The Bid Security provided under Para 11.0 above shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their Bid.

C. SIGNING & SUBMISSION OF BIDS:

14.0 SIGNING OF BID:

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

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

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

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

- 14.2 The original and all copies of the bid shall be typed or written in indelible inks. Since bids are to be submitted ONLINE with digital signature, manual signature is NOT relevant. The letter of authorisation shall be indicated by written Power of Attorney accompanying the Bid.
- 14.3 Any person signing the Bid or any other document in respect of this Bidding Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof.
- 14.4 Any physical documents submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the person or persons who has/have digitally signed the Bid.
- 14.5 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process will be rejected.

15.0 SUBMISSION OF BIDS

- 15.1 The tender is processed under single stage - Two bid system. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions is available in "User Manual" available in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should

be uploaded in the “Technical Attachment” Tab Page only. Prices to be quoted as per Price Bid Format should be uploaded as Attachment just in the attachment link under “Notes & Attachments” Tab under General Data in the e-portal. **No price should be given in the “Technical Attachment”, otherwise bid shall be rejected.** The priced bid **should not** be submitted in physical form and which shall not be considered.

However, the following documents in one set should necessarily be submitted in physical form in sealed envelope superscribing the “IFB No., Brief Description of services and Bid Closing/Opening date & Time along with the bidder’s name and should be submitted to GM-Pipelines Projects, Oil India Ltd., Guwahati-781171 (Assam) on or before 13:00 Hrs (IST) on the bid closing date indicated in the IFB :

- i) The Original Bid Security along with 1(one) photocopy
- ii) Power of Attorney for signing of the bid
- iii) Any other document required to be submitted in original as per bid document requirement.

Printed catalogue and literature if called for in the bid document.

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

- 15.2 All the conditions of the contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their non-compliance to each clause as per Proforma of the bid document and the same should be uploaded along with the Technical Bid.
- 15.3 Timely delivery of the documents in physical form as stated in Para 15.1 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay/transit loss.
- 15.4 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 16.0 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.
- 17.0 **DEADLINE FOR SUBMISSION OF BIDS:**
- 17.1 Bids should be submitted online as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid submission deadline is reached. Bidders are requested to take note of this and arrange to submit their bids within the submission deadline to avoid last minute rush/network problems.
- 17.2 No bid can be submitted after the submission dead line is reached. The system time displayed on the e-procurement web page shall decide the submission dead line.
- 17.3 The documents in physical form as stated in Para 15.1 must be received by Company at the address specified in the “Forwarding Letter” on or before 13:00 Hrs(IST) on the Bid Closing Date. Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.
- 18.0 **LATE BIDS:** Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid. The documents in physical form mainly the Original Bid Security if received by the Company after the deadline for submission prescribed by the Company shall be rejected and shall be returned to the Bidders in unopened condition immediately.
- 19.0 **MODIFICATION AND WITHDRAWAL OF BIDS:**
- 19.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time.
- 19.2 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.
- 19.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in the Bidder's forfeiture of its Bid Security and bidder shall also be debarred from participation in future tenders of OIL.

20.0 EXTENSION OF BID SUBMISSION DATE:

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

21.0 BID OPENING AND EVALUATION:

- 21.1 Company will open the Technical Bids, including submission made pursuant to clause 19.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorisation letter from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend. In technical bid opening, only "Technical Attachment" will be opened. Bidders therefore should ensure that technical bid is uploaded in the "Technical Attachment" Tab Page only in the E-portal.
- 21.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.
- 21.3 Bids which have been withdrawn pursuant to clause 19.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.
- 21.4 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security, and such other details as the Company may consider appropriate.
- 21.5 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 21.6 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any way substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 21.7 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 21.8 The Company may waive minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

22.0 OPENING OF PRICED BIDS:

- 22.1 Company will open the Priced Bids of the techno-commercially qualified Bidders on a specific date in presence of representatives of the qualified bidders. The techno-commercially qualified Bidders will be intimated about the Priced Bid Opening Date & Time in advance. In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.
- 22.2 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.

- 22.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If there is a discrepancy between words, and figures, the amount in words will prevail. If any Bidder does not accept the correction of the errors, their Bid will be rejected.
- 23.0 **EVALUATION AND COMPARISON OF BIDS:**
- The Company will evaluate and compare the bids as per **BID EVALUATION CRITERIA (BEC)** of the Bid Document.
- 24.0 **DISCOUNTS / REBATES:**
- Unconditional discounts/rebates, if any, given in the bid will be considered for evaluation.
- 24.1 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.
- 25.0 **CONTACTING THE COMPANY:**
- 25.1 Except as otherwise provided in **Clause 21.0** above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide **sub-clause 21.6**.
- 25.2 An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.
- D. **AWARD OF CONTRACT****
- 26.0 **AWARD CRITERIA:**
- The Company will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 27.0 **COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:**
- Company reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for Company's action.
- 28.0 **NOTIFICATION OF AWARD:**
- 28.1 Prior to the expiry of the period of bid validity or extended validity, Company will notify the successful Bidder in writing by registered letter or by fax or E-mail (to be confirmed in writing by registered / couriered letter) that its Bid has been accepted.
- 28.2 The notification of award will constitute the formation of the Contract.
- 28.3 Upon the successful Bidder's furnishing of Performance Security pursuant to **Clause 29.0** below, the Company will promptly notify each un-successful Bidder and will discharge their Bid Security, pursuant to **Clause 11.0** hereinabove.
- 29.0 **PERFORMANCE SECURITY:**
- 29.1 On receipt of notification of award from the Company, the successful Bidder shall furnish to Company the Performance Security for an amount specified in the Forwarding Letter (and Letter of Award (LOA) issued by Company to Contractor awarding the contract) or in any other format acceptable to the Company and must be in the form of a Demand Draft or Bank Guarantee from any schedule Indian Bank or any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank.
- Bank Guarantee issued by a Bank, amongst others, must contain the following particulars of such bank:
- a) Full address.
- b) Branch Code.

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

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

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

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

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

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

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

29.5 Failure of the successful Bidder to comply with the requirements of **clause 29.0 and/or 30.0** shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security or Performance Security. In such an eventuality, action shall be taken as per OIL's Bidding Policy.

30.0 SIGNING OF CONTRACT:

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

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

30.3 In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Bid Security or the Performance Security if submitted by the successful Bidder.

31.0 INTEGRITY PACT:

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

31.2 OIL has appointed Shri Rajiv Mathur, IPS(Retd) and Shri Satyananda Mishra, IAS(Retd.) as Independent Monitors (IEM) for a period of 3(three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitors for any matter relating to the IFB at the following addresses:

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

E-mail: rajivmathur23@gmail.com

b. Shri Satyananda Mishra, IAS(Retd.), Former Chief Information Commissioner of India & Ex-Secretary, DOPT, Govt. of India

E-mail: satyanandamishra@hotmail.com

32.0 LOCAL CONDITIONS:

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

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

33.0 PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT)

(PP-LC)

MoP & NG has notified Government policy for providing Purchase Preference (linked with local content) (PP-LC). In this tender, target for local content is 20%. Bidders having local content of 20% or more in overall quoted price of each spread separately will be eligible for Purchase Preference .

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

33.2 Bidders seeking Purchase preference (linked with local content) (PP-LC) shall be required to meet / exceed the target of Local Content (LC) of 20 %.

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

“We _____ (Name of the bidder) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e.20% for claiming purchase preference linked with Local Contents under the Govt. policy against under tender no. _____.”

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

“We _____ the statutory auditor of M/s _____ (name of the bidder) hereby certify that M/s _____ (name of the bidder) meet the mandatory Local Content requirements of the Services i.e. 20% quoted vide offer No. _____ dated _____ against OIL tender No. _____ by M/s _____ (Name of the bidder).”

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

33.2.3 At the bidding stage the bidder shall provide Break-up of “Local Component” and “Imported Component” in the format attached as Annexure A to ITB and shall be uploaded by the bidders along with their price bid in the e-procurement portal.

33.3 Eligible (techno-commercially qualified) LC bidder shall be granted a purchase preference to 10% i.e. where the evaluated price is within 10% of the evaluated lowest price of Non Local Content (NLC) bidder, other things being equal. Accordingly, purchase preference shall be granted to the eligible (techno-commercially qualified) LC bidder concerned, at the lowest valid i.e. Non-LC price bid.

- 33.3.1 Only those LC bidders whose bids are within 10% of the Non-LC L1 bid would be allowed an opportunity to match L1 bid. All the eligible LC bidders shall be asked to submit their confirmation to match their price in sealed envelopes. Envelopes of the bidders shall be opened and award for the prescribed quantity (Complete quantity of spread as this is non-split able tender for any spread) shall be made to the lowest evaluated (Techno- Commercial Acceptable) bidder among the eligible LC bidders. In case the lowest eligible LC bidder fails to match L1 price, the next eligible LC bidder will be awarded the work and so on. In case none of the eligible LC bidders matches the L1 bid, the actual bidder holding L1 price will secure the order.
- 33.4 Order for supply of 50% of the tendered quantity would be awarded to the lowest techno-commercially qualified LC bidder, subject to matching with valid NLC L1 price. The remaining will be awarded to L1 (i.e. NLC bidder). Prescribed 50% tendered quantity for LC bidders shall not be further sub-divided among eligible LC bidders.
- 33.4.1 However, if L1 bidder happens to be a LC bidder, the entire procurement value shall be awarded to such bidder.
- 33.4.2 When the tendered goods/services cannot be divided in the exact ratio of 50% / 50% then OIL reserve the right to award on lowest eligible PP-LC bidder for quantity not less than 50%, as may be dividable.
- For example
- In case tendered quantity is 3 (not divisible in the ratio of 50:50), PP-LC bidder shall get order for 2 nos. only and the rest will go to L-1 (NLC bidder).
- OR
- (Alternate clause applicable for cases where tendered quantity cannot be divided)
- 33.5 The tendered quantity is not splittable / non-dividable / cannot be procured from multiple sources. Hence, the entire procurement value shall be awarded to the lowest techno-commercially qualified LC bidder subject to matching with valid NLC L1 rates.
- 33.6 For the purpose of this policy, all terms used vide aforesaid policy shall be governed by the definitions specified at para 2 of the policy document notified by MoPNG vide letter No. O-27011/44/2015-ONG-II/FP dated 25.04.2017.
- 33.7 The successful bidder shall be obliged to fulfill the requirements of quality and completion period in accordance with the provisions of the Purchase order/contract.
- 33.8 OIL shall have the right to satisfy itself of the bidder's capability and quality of services of the contractor.
- 33.9 Determination of LC
- 33.9.1 LC of Services shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of services.
- 33.9.2 The total cost of service shall be constituted of the cost spent for rendering of service, covering :
- Cost of component (material), which is used.
 - Manpower and consultant cost, cost of working equipment/facility, and
 - General service cost, excluding profit, company overhead cost, taxes and duties.
- 33.9.3 The criteria for determination of cost of local content in the service shall be as under :
- In the case of material being used to help the provision of service, based on country of origin.
 - In the case of manpower and consultant based on INR component of the services contract.
 - In the case of working equipment/facility, based on country of origin and
 - In the case of general service cost, based on the criteria as mentioned in clauses a, b and c above.
 - Indian flag vessels in operation as on date.

- 33.9.4 Determination of Local Content : The determination of local content of the working equipment/facility shall be based on the following provision.

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

33.10 Calculation of LC and Reporting

- 33.10.1 LC shall be calculated on the basis of verifiable data. In the case of data used in the calculation of LC verifiable, the value of LC of the said component shall be treated as nil.
- 33.10.2 Formats for the calculation of LC of services may be seen at Annexure A attached.

33.11 Certification and Verification

- 33.11.1 Bidder seeking Purchase Preference under the policy, shall be obliged to verify the LC of goods as follows :

33.11.1.1 At bidding stage :

- a) Price Break-up
 - (i) The bidder shall provide break-up of “Local Component” and “Imported Component” along with the price bid as per provisions under clause 33.2.3.
 - (ii) Bidder must have LC in excess of the specified requirement.
- b) Undertaking by the bidder
 - i. The bidder shall submit undertaking along with the techno-commercial bid as per clause no. 33.2.1, such undertaking shall become a part of the contract.
 - ii. Bidder shall also submit the list of items / services to be procured from Indian manufacturers / service providers.
- c) Statutory Auditor’s Certificate

The Undertaking submitted by the bidder shall be supported by a certificate from Statutory Auditor as per clause 33.2.2.

33.11.1.2 After Contract Award

- a) In the case of procurement cases with the value less than Rs. 5 crore (Rupees Five Crore), the LC content may be calculated (self-assessment) by the contractor and certified by the Director/Authorized Representative of the Company.
 - b) The verification of the procurement cases with the value Rupees Five Crore and above shall be carried out by a Statutory Auditor engaged by the bidder.
- 33.11.2 Each supplier shall provide the necessary local content documentation to the statutory auditor, which shall review and determine the local content requirements have been met and issue of local content certificate to that effect on behalf of OIL, stating the percentage of local content in the good or service measured. The Auditor shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.
- 33.11.3 The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with invoice while maintaining the overall % of Local Content for the total work/purchase of the pro-rata Local Content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- 33.11.4 Where currency quoted by the bidder is other than Indian Rupee then the bidder claiming benefits under PP-LC shall consider exchange rate prevailing on the date of notice inviting tender (NIT) for the calculation of Local Content.

33.11.5 OIL shall have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.

33.12 Sanctions

33.12.1 OIL shall impose sanction on bidder not fulfilling LC of goods/services in accordance with the value mentioned in certificate of LC.

33.12.2 The sanctions may be in the form of written warning, financial penalty and blacklisting.

33.12.3 If the bidder does not fulfill his obligation after the expiration of the period specified in such warning. OIL shall initiate action for blacklisting such bidder/ successful bidder.

33.12.4 A bidder who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the Contract Price.

33.12.4.1 In pursuance of the clause No.34.12.4 above, towards fulfillment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC, the bidder shall have to submit additional Bank Guarantee (format attached as Annexure B of ITB) equivalent to the amount of PBG.

35.0 SITE VISIT:

The Bidder, at the Bidder's own cost, responsibility and risk is encouraged to visit and examine the site of work and its surroundings, understand the logistics and obtain all information that may be necessary for preparing the Bid and entering into a Contract for the required services/work. The Contractor shall be deemed prior to Pre-Bid Conference & submitting their Bid to have:

- a) Inspected and examined the Site and its surroundings and carried out such surveys as it considers necessary;
- b) Satisfied itself as to the nature of the work and materials necessary for the execution of the Works;
- c) Satisfied itself as to the circumstances at the Site, including, without limitation, the ground and sub-soil, the form and nature of the Site and the climate and hydrological conditions of the Site;
- d) Satisfied itself as to the means of communication with and access to & through the Site, the accommodation it may require and the precautions and the times and methods of working;
- e) Obtained for itself all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the Contract price and its obligations under the Contract;
- f) Satisfied itself with all the Indian as well as local conditions, factors and legislation which may have any effect on the execution of the work covered under the Bid Document.
- g) Ascertained the general labour position at the Site and have understood the cost associated with engagement of the labours.

Annexure A
CALCULATION OF LOCAL CONTENT- SERVICE

NAME OF PROVIDER OF SERVICE:							
			Cost Summary				
			Domestic	Imported Rs./Foreign Currency (To be specified by the service provider)	Total	LC	
						%	Rs./Foreign Currency (To be specified by the service provider)
			a	b	c = a+b	d = a/c	e = cxd
A	Cost component						
	I. Material used cost	Rs./ Foreign Currency					
	II. Personnel & Consultant cost	Rs./ Foreign Currency					
	III. Other services cost	Rs./ Foreign Currency					
	IV. Total cost (I to IV)	Rs./ Foreign Currency					
B	Taxes and Duties (GST)	Rs./ Foreign Currency					
C	Total quoted price inclusive of GST	Rs./ Foreign Currency					

Note:

Percentage of LC Service = $A_{IV} a / A_{iv} c * 100$

As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing on the date of notice inviting tender (NIT) shall be considered for the calculation of Local Content. *(Applicable only for Foreign Purchase / Global Tenders)*

Annexure B**Proforma of Bank Guarantee towards Purchase Preference – Local Content**

Ref. No. _____ Bank Guarantee No. _____

Dated _____

To

Oil India Limited

India

Dear Sirs,

1. In consideration of _____ (hereinafter referred to as OIL, which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. _____ dated _____ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s _____ having its registered/head office at _____ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and OIL having agreed that the CONTRACTOR shall furnish to OIL a Bank guarantee for India Rupees/US\$ _____ for the faithful fulfillment of conditions pertaining to Local Content in accordance with the value mentioned in the certificate of Local Content submitted by the contractor for claiming purchase preference under the Purchase Preference Policy (linked with Local Content).
2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay to OIL immediately on first demand in writing any / all money to the extent of Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by OIL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thin whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by OIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operating against the bank.
3. The Bank also agrees that OIL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that OIL may have in relation to the CONTRACTOR's liabilities.
4. The Bank further agrees the OIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in OIL

against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of OIL or any indulgence by OIL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of OIL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till OIL discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of OIL or that of the CONTRACTOR.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.
9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs./US\$(in figures) _____ (Indian Rupees/US Dollars (in words) _____) and our guarantee shall remain in force until _____ (indicate the date of expiry of bank guarantee).

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of OIL under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of OIL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this _____ date of _____ 20__ at _____

WITNESS NO.1

(Signature)

Full name and official address

(in legible letters)

Stamp

WITNESS NO.2

(Signature)

Full name and official address

(in legible letters)

Stamp

(Signature)

Full name, designation and address

(in legible letters)

With Bank

Attorney as per power of

Attorney No. _____

Dated _____

ANNEXURE-A**BID REJECTION CRITERIA (BRC)/BID EVALUATION CRITERIA (BEC)****I. VITAL CRITERIA FOR BID ACCEPTANCE:**

The bid shall conform generally to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids 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 rejected.

A. TECHNICAL EVALUATION CRITERIA:**1.0 THE FOLLOWING MINIMUM CRITERIA SHOULD BE MET BY THE BIDDER FAILING WHICH THEIR BID/OFFER WILL BE REJECTED:**

- 1.1 Bidder should have executed at least one pipeline job, involving coating refurbishment or laying of buried cross-country hydrocarbon pipeline, of minimum 8” diameter, of length as defined below in last seven years reckoned from the the Original bid closing date.

Length of executed pipeline in single order for qualifying one spread	20 Km
Length of executed pipeline in single order for qualifying two spreads	40 Km
Length of executed pipeline in single order for qualifying three spreads	60 Km

- 1.2 The experience of a consortium member, if such a member has executed the job within its scope as the member of the consortium, which is required as experience as per the qualification criteria in clause A.1.1 will be considered. The appropriate documentary evidence is to be submitted towards such experience.

- 1.3 Documents required for meeting technical BEC requirement:

- Purchase Order / Work Order copy/ LOA
- Copy of SOR clearly describing the scope of work / Contract copy
- Completion certificate/ Execution Certificate issued by owner certifying the size & length of pipeline executed in single stretch.

In absence of requisite documents, OIL/Tractebel reserves the right to reject the bid without making any reference to bidders.

- 1.4 In case the bidder is executing a laying/refurbishment contract which is still running and the quantity executed till one month prior to the Original Bid Closing date is equal to or more than the minimum requirement as mentioned above at clause no. A.1.1, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work execution certificate to this effect issued by the end user / owner.

- 1.5 Bidders can quote for any number of spreads. Bidder must quote for complete scope of work of quoted spread. In case bidder quotes for incomplete scope of work, the bid shall be summarily rejected.

2.0 BIDS FROM CONSORTIUM OF COMPANIES:

- 2.1 Bids from a consortium of companies comprising maximum three members (one Leader and two members) are also acceptable, provided the following requirement should be satisfied by the bidder:

- a) The leader of the Consortium meets the qualification criteria as defined at clause A.1.1 above.
- b) Only the Leader of the consortium shall buy the bid document, submit bid and sign the contract agreement (in the event of award of contract) on behalf of the consortium.

- c) The Bid Security shall be in the name of the Leader of the consortium on behalf of consortium with specific reference to consortium bid and name & address of consortium members. Similarly the Performance Security shall be in the name of the Leader on behalf of the consortium.
- d) The division in scope of work between Consortium members shall be commensurate with their past experience. The overall Project management shall be performed by the Leader. The members of Consortium shall assume responsibility jointly and severally and shall submit Agreement/MOU along with the bid clearly defining the scope and responsibility of each member along with nomination of the Leader. This Agreement/MOU must remain in force at least to the end of Defects Liability Period and shall be extended if required as per Owner's advice.
- e) Each member in a consortium shall be a legal entity and not an individual person.
- f) The consortium agreement shall essentially identify the "Leader's and the member. The Consortium leader and the distribution of work will be identified and set forth in the bid and will not be permitted to change thereafter without the consent of owner.
- g) No change in project plans, time tables or pricing will be permitted as a consequence of any withdrawal of failure to perform by a consortium member.
- h) Any bidder or entity can bid either singly or as a member of only one consortium.

2.2 **BIDS FROM INDIAN JOINT VENTURE COMPANIES:**

In case, the bidder is an Indian Joint Venture Company who does not meet the experience criteria as per clause No. **A.1.1** above, may also bid on the strength of Joint Venture Partner provided all the following criteria are compiled:

- a. The Joint Venture Partner at its own shall meet the experience criteria A.1.1 above. The experience of the Joint Venture Partner with other firms will not be qualified. In this regard, the documents establishing experience of the Joint Venture Partner shall be submitted as per clause A.1.3 above.
 - b. The primary bidder shall meet the financial criteria as per clause B. Financial, sub clause 1.0 below.
- 2.2.1 Acceptable Memorandum of Understanding (MOU) has to be made between joint venture partners, clearly defining the role/responsibility (scope of work) of each partner, binding the members jointly and severally to all obligations under the contract, if awarded. The MOU should be addressed to OIL and shall remain valid and binding till the end of Defects Liability Period and shall be extended if required as per Owner's advice.
 - 3.0 Bidder(s) quoting in Joint Venture Partnership/Consortium with any firm are not allowed to quote separately/independently against this tender. The Joint Venture Partner is also not allowed to quote separately/independently against this tender. All the bids received in such case will be summarily rejected.
 - 4.0 The Bid must cover entire services mentioned in the tender (i.e. Scope of Work/Terms of Reference). Bid, which does not include all the jobs/services mentioned in the tender document/price schedule format will be considered as incomplete and rejected.
 - 5.0 A job executed by a bidder for its own organization/subsidiary will not be considered as experience for the purpose of meeting BEC.
 - 6.0 Multiple/Alternative bids: A bidder (i.e. the bidding entity) shall, on no account submit more than one bid directly (as a single bidder or as a member of consortium) failing which all bids submitted by such bidder, shall stand rejected and EMD, if any, submitted by bidder shall be forfeited.

NOTE: Oil India Limited (OIL)/Tractebel reserves the right to contact the Client(s) referred by the Bidder for authentication of the documents submitted by the bidder. OIL/Tractebel may contact the clients/operators under intimation/copy to the respective bidder. OIL/Tractebel will not be responsible for Client(s) not conforming or not replying to OIL's/Tractebel's request for information. If OIL/Tractebel does not get an affirmative response within the stipulated time then such Bidder's technical bid will be considered as non-responsive. It will be the responsibility of the Bidder to take up the matter with his Client(s) and arrange for the confirmation as desired by OIL/Tractebel.

B. FINANCIAL EVALUATION CRITERIA:

- 1.0** The minimum annual financial turnover of the bidder during any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date should be as under:

Annual Turnover requirement	Amount (INR)
For qualifying in one spread	Rs. 9.60 Crores
For qualifying in two spread	Rs. 19.08 Crores
For qualifying in three spread	Rs. 27.41 Crores

Note:- Bidder quoting for more than one Spread shall meet the Turnover requirement on cumulative basis.

- 2.0** "Net worth of bidder must be positive for preceding financial/accounting year.
- 3.0** In case the bidder is a Consortium of companies, then the minimum annual financial turnover during any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date for the consortium members should be as under:

Annual Turnover Requirement	At least one of the member of the Consortium	Other member(s) of the Consortium
For qualifying in one spread	Rs. 9.60 Crores	Rs. 4.80 Crores
For qualifying in two spread	Rs. 19.08 Crores	Rs. 9.54 Crores
For qualifying in three spread	Rs. 27.41 Crores	Rs. 13.705 Crores

- 3.1** The net worth of all the consortium partners individually should be positive for the financial/accounting year preceding the bid closing date.
- 4.0** Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that 'the balance sheet/Financial Statements for the financial yearhas actually not been audited so far'.

Note:

- (a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid:-
- i) A certificate issued by a practicing Chartered /Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in Appendix to BEC

OR

- ii) Audited Balance Sheet along with Profit & Loss account.
- (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.

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

C. COMMERCIAL EVALUATION CRITERIA:

- 1.0** Bids are invited under Single Stage Two Bid System i.e. Technical Bid (Un-priced) and Commercial Bid (Priced) separately. Bidders must submit both “Technical” and “Commercial” Bids in electronic form through online OIL’s e-Tender portal accordingly within the Bid Closing Date and time stipulated in the e-Tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specifications of the tender and the Commercial Bid as per the **PRICE BID FORMAT**.
- 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. Bids with adjustable price terms will be rejected.
- 3.0** Bids with shorter validity will be rejected as being non-responsive.
- 4.0** Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach OIL’s GM-Pipelines Projects’ office at Guwahati on or before 12.45 Hrs (IST) on the bid closing date. A scanned copy of the bid security shall however be uploaded in OIL’s E-Procurement portal along with the Technical Bid. The amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. Bid without proper & valid Bid Security will be rejected.
- 5.0** The Integrity Pact must be uploaded in OIL’s E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.
- 6.0** Physical Bids, if any received from the bidders, shall not be considered and will be rejected.
- 7.0** Bids submitted after the Bid Closing Date and Time will be rejected.
- 8.0** Bids received through the e-procurement portal shall only be accepted. Bids received in any other form whether it be Telex/Cable/Fax/E-mail shall not be accepted.
- 9.0** 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.
- 10.0** Bids documents shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorised representative.
- 11.0** Any physical documents wherever called for, submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the person or persons who has/have digitally signed the Bid.
- 12.0** Bidders shall bear, within the quoted rates, the personal tax as applicable in respect of their personnel and Sub-Contractor's personnel, arising out of execution of the contract.
- 13.0** Bidders shall bear, within the quoted rate, the corporate tax as applicable on the income from the contract.
- 14.0** Any Bid containing false statement will be rejected.
- 15.0** 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.
- 16.0** Non-submission of the documents as specified in BEC will result in rejection of bids.
- 17.0** 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 Guarantee Clause
 - ii) Force Majeure Clause
 - iii) Tax Liabilities Clause
 - iv) Arbitration Clause

- v) Acceptance of Jurisdiction and Applicable Law
- vi) Liquidated damage and penalty clause
- vii) Safety, Environment & Labour Law
- viii) Termination Clause
- ix) Integrity Pact
- x) Warranty and remedial of defects
- xi) Liability
- xii) Insurance

18.0 The Bids and all uploaded documents must be digitally signed using “Class 3” digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

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 subjecting 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 bidders must quote their charges/rates in the manner as called for vide “Price Schedule” under Part -IV for each spreads.
- 3.0** Bidder must quote for all the items covered in Price Schedule of the spreads quoted by them, else the bid will be rejected. The bid will not be evaluated if bidder fails to quote against the items mentioned in the Price Schedule of the spreads quoted by them.
- 4.0** **Discount:** Bidders are advised not to indicate any separate discount. Discount if any, should be merged with the quoted price. Discount of any type indicated separately will not be taken in to account for evaluation purposes. However, in the event such offer without considering discount is found to the lowest, OIL shall avail such discount at the time of award of contract.
- 5.0** Evaluation of Price bid shall be carried out spread wise and total evaluated price of each spread shall be compared.

6.0 EVALUATION OF PRICE BIDS

- 6.1** Work for Individual Spread shall be awarded as per the following:
 - a) Bidder has option to quote for one spread or more than one spread subject to meeting BEC requirement. However, the bidder shall be considered for award of maximum of three spreads only, based upon Bidder's qualification and on overall least cost to Owner/OIL.
 - b) In case the Lowest(L-1) evaluated Bidder (s), for all the spreads, happens to be different, then the same shall be considered for award, i.e. one spread to one bidder on Lowest(L-1) bid basis. However,
 - (i) In case a Bidder happens to be L1 for more than one spread, keeping in view Bidder's Eligibility/Qualification for spreads, all combinations of the evaluated prices of qualified bidder(s) shall be prepared, and then the overall lowest combination, resulting in least cost to Owner/OIL, among all combinations will be considered for award.
 - (ii) In case the lowest evaluated price happens to be same for more than one combination, then the combination for award shall be considered, where the bigger part shall be awarded to the bidder based on the ranking of annual turnover during the recent financial year i.e. the bidder having higher turnover shall be considered for bigger part.

- c) Once certain spread (s) awarded to such L1 bidder (On Least Cost to OIL basis), the bidder ceases to be lowest bidder for the remaining spread(s). The award of remaining spread (s) on other bidders should not be considered as award on L2, L3,...bidder.

6.2 PURCHASE PREFERENCE:

6.2.1 MICRO AND SMALL ENTERPRISES (MSEs)

- a) In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE. 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.
- b) 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.

6.2.2 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.

6.2.3 POLICY (LINKED WITH LOCAL CONTENT) (PP-LC)

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

Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions specified at Clause No. 33.0 of ITB and shall have to submit all undertakings / documents applicable for this policy”.

E. GENERAL:

- 1.0** The compliance statement should be suitably filled up by the Bidder and to be uploaded alongwith the Techno-commercial bid. Exception/deviations with respect to the clauses under BRC/BEC above shall not be accepted. However, in case the bidder takes exception to any clause of the tender document not covered under BEC/ BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by Company. The loading so done by the Company will be final and binding on the bidders.
- 2.0** To ascertain the substantial responsiveness of the bid, the Company reserves the right to ask the bidder for clarifications in respect of clauses covered under BEC also and such clarifications fulfilling the BEC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.
- 3.0** If any of the clauses in the BRC contradict with other clauses of tender document elsewhere, then the clauses in the BRC shall prevail.
- 4.0** Bidders should provide copies of the following:
- GST Registration Certificate
 - PAN Card

- Bank A/C NO, Bank Address, with IFSC Code
- Vendor Code (for existing vendors),
- P.F. Registration Number OR Declaration (Declaration by applicant that provisions of Provident Fund Act are not applicable to them. In case P.F. is required to be deposited later on, the same will be deposited by the bidder (Applicant). In case successful bidder doesn't have P.F. Code at the time of bidding and PF Act is applicable on him/her, the same has to be provided by him/her before signing of contract agreement and issue of work order by OIL.

APPENDIX-I

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY CONCERN

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

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

Place:

Date:

Seal:

Membership No.

Registration Code :

Signature