

CORRIGENDUM No. 1

GeM Tender No.: GEM/2025/B/5833797

This Corrigendum No. 1 dated 24.01.2025 to GeM Tender No. **GEM/2025/B/5833797** for “*Hiring the services for replacement of existing electrical wiring system in D+, DZ, DD & D-type bungalow.*” is issued to notify the following:

1.0 To consider the modified ITB (Instruction to Bidders) {enclosed as **ANNEXURE-A**} for the subject tender in lieu of the existing.

2.0 All other terms and conditions of the Bid Document (including any amendment thereof) remain unchanged. Details can be viewed at www.oil-india.com.

MANAGER – CONTRACTS (S)

INSTRUCTIONS TO BIDDERS (ITB)**1.0 ELIGIBILITY OF THE BIDDER:**

- 1.1 The eligibility of the bidder is listed under PRE-QUALIFICATION CRITERIA (PQC), BID EVALUATION CRITERIA (BEC) of the tender document.
- 1.2 Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.0 BID DOCUMENTS:

- 2.1 Bids are to be submitted as per GeM Instructions & General Terms Conditions (GTC) and in accordance with the Bid Documents which is comprised of the following:
 - (i) Introduction
 - (ii) Instruction to Bidders (ITB)
 - (iii) Bid Evaluation Criteria – Bid Rejection Criteria (BEC-BRC)/ Pre-Qualifying Criteria (PQC)
 - (iv) Scope of Work (SOW)
 - (v) Special Terms & Conditions (STC) [SECTION-I (GCC); SECTION-II (SCC)]
 - (vi) Service Level Agreement (SLA)
 - (vii) Payment Terms
 - (viii) Schedule of Rate (SOR)
 - (ix) BOQ/Price Bidding Format
 - (x) Bid Form: **Proforma-I**
 - (xi) Statement of Non-Compliance: **Proforma-II**
 - (xii) Authorisation for Attending Bid Opening: **Proforma-III**
 - (xiii) PROFORMA of Letter of Authority: **Proforma-IV**
 - (xiv) Form of Bid Security/EMD (Bank Guarantee Format)-**Proforma-V**
 - (xv) PROFORMA for E-Remittance: **Proforma-VI**
 - (xvi) Format of Performance Bank Guarantee: **Proforma-VII**
 - (xvii) Agreement Form: **Proforma-VIII**
 - (xviii) Format of undertaking by Bidders towards submission of authentic information / documents: **Proforma-IX**
 - (xix) Certificate of Compliance of Financial Criteria: **Proforma-X**
 - (xx) Commercial Checklist: **Proforma-XII**
 - (xxi) Undertaking by vendor on submission of bank Guarantee/EMD/Bid Security: **Proforma-XIII**
 - (xxii) Certificate of Annual Turnover & Net Worth: **Proforma-XV**
 - (xxiii) Undertaking for Local Content- **Proforma-XVI**
 - (xxiv) Integrity Pact (IP): **Proforma-XVIII**
 - (xxv) Technical evaluation sheet for BEC-BRC/PQC – **Proforma-XX**
 - (xxvi) Declaration About Bidder's Financial Standing- **Appendix-1**
 - (xxvii) Declaration That Bidder Is Not Under Holiday List/Delisted/Blacklisted/Debarred in OIL- **Appendix-2**
- 2.2 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.

- 2.3 Bidders shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, 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.

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:

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(s)/Corrigendum(s) / Amendment(s).

5.0 PREPARATION OF BIDS:

- 5.1 Language of Bids: The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the OIL shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, duly authenticated by local chamber of Commerce of bidder's country, in which case, for purposes of interpretation of the bid, the translation shall prevail.
- 5.2 Bidder's / Agent's Name & address: Bidders should indicate in their bids their detailed postal address including the Fax / Telephone / Cell Phone Nos. and E-mail address. Similar information should also be provided in respect of their authorized Agents in India, if any.
- 5.3 Documents comprising the bid: Bids are invited under **SINGLE-STAGE TWO BID SYSTEM**. The bid to be uploaded by the Bidder in GeM portal shall comprise of the following components:
- A** Technical Bid (to be uploaded in the designated tab of GeM portal):
- Complete technical details of the services offered.
 - Documentary evidence established in accordance with **Clause No. 8.0**.
 - Bid Security (scanned) in accordance with **Clause No. 9.0** hereunder. Original Bid Security should be sent as per **Clause No. 9.2 (c)** below.
 - Bid Form as per **PROFORMA-I**.
 - Statement of Non-compliance as per **PROFORMA-II**.
 - Integrity Pact, **PROFORMA - XVIII**
 - PROFORMA-III** attached with the bid document to be signed by the bidder's authorized representative.
 - All other relevant Undertakings and PROFORMAS as applicable as part of Bid.

B Price Bid (to be uploaded in the designated financial tab of GeM Portal)

The Price Bid Format containing the prices along with the currency quoted and any other commercial information pertaining to the service offered.

6.0 BID FORM: The bidder shall complete the Bid Form and upload the same along with their bid.

7.0 BID PRICE:

7.1 The bidders must enter an all-inclusive price (including GST) against the “**Total Bid Price**” field while creating their response against the tender in GeM portal. Computation of the above-mentioned all-inclusive price must be done as per the Price Bid Format enclosed along with the BOQ. Bidders are required to quote for all the items as per the Price Bid Format. The duly filled 'PRICE BID / FINANCIAL DOCUMENT' in electronic form must be submitted by the bidders in GeM Portal only along with the Financial Bid, at the designated tab of the GeM Portal. Any Financial Bid without the duly filled Price Bid may be liable for rejection.

Note: The breakup of the quoted/offered price, as per the prescribed Price Bid Format MUST NOT be uploaded with the technical bid; otherwise, the bid shall be rejected straightway.

7.2 Prices quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account, except as otherwise mentioned in the bid document.

7.3 All duties (except customs duty which will be borne by the Company) and taxes (excluding GST) 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 considering the quoted GST in the Price Bid Format. 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. Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST.

8.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS: These are listed in BID EVALUATION CRITERIA (BEC), of the tender documents.

9.0 BID SECURITY:

9.1 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 9.8**.

9.2 All the bids must be accompanied by Bid Security in Original as prescribed under, for the amount as mentioned in the “Forwarding Letter” of the tender documents:

- a.** The Bid Security may be submitted in the form of irrevocable Bank Guarantee (as per **PROFORMA-V**) issued by Nationalized or Scheduled Bank **in favour of M/s. Oil India Limited** and **payable at DULIAJAN**. The Bank Guarantee must be on Non-Judicial Stamp Paper of requisite value as per Indian Stamp Act purchased in the name of Banker. A duly filled undertaking towards details of the BG (as per **PROFORMA-XIII**) must also be submitted along with the scanned copy of BG in the technical bid.
- b.** Alternately Bid Security can also be paid through Bank Draft / Cashier's Cheque / Banker's Cheque / Fixed Deposit Receipt (Account OIL INDIA LIMITED) / irrevocable Letter of Credit / NEFT / RTGS / Electronic Fund Transfer through Online Payment Gateway of OIL's e-tender portal (subject to credit in OIL's account within prescribed time) to designated account of

OIL.

- i. If the Bid Security is submitted in the form of Bank Draft, Banker's Cheque, Cashier's Cheque, Fixed Deposit Receipt or Letter of Credit, the same should be in favour of "Oil India Limited" payable at Duliajan.
- ii. Bid Security amount through NEFT or RTGS mode may be deposited on or before bid closing date and time to the following designated OIL's bank account:

Bank Details of Beneficiary: OIL INDIA LIMITED	
a	Bank Name STATE BANK OF INDIA
b	Branch Name Duliajan
c	Branch Address Duliajan, Dist.-Dibrugarh
d	Bank Account No. 10494832599
e	Type of Account Current Account
f	IFSC Code SBIN002053
g	MICR Code 786002302
h	SWIFT Code SBININBB479

- iii. If the bid security is submitted through NEFT or RTGS mode, details such as **UTR No., Tender No., Bidder's name & Deposited Amount etc.** must be uploaded with the Unpriced Techno-Commercial Bid documents.
- c. In case of Bidders submitting Bid Security in the form of Bank Guarantee / Bank Draft / Cashier's Cheque / Banker's Cheque / Fixed Deposit Receipt / Letter of Credit, the original hard copy of Bid Security should reach the office of **CGM-CONTRACTS, Contracts Department, Duliajan** on or before **14.15 p.m. (IST)** on the bid closing / opening date otherwise bid will be rejected. Bid without proper & valid Bid Security may be treated as incomplete & lead to the rejection of the bid by OIL without making any reference to the bidder.

The EMD/Bid Security should remain valid for **minimum period of 165 days from original bid closing date**. 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.

The Bank Guarantee issued by the bank must be routed through SFMS.

Note: In case of GeM tenders the BG format for Bid Security as per GeM may also be accepted.

- d. **Submission of Bid security/EMD in the form of Electronic Bank Guarantee (e-BG):** Bidders/Contractors are advised to submit the e-BG from any of the following banks presently providing facility to issue an e-BG:-

Sr. No.	Bank Nam	Sr. No.	Bank Name

1.	Axis Bank Limited	8.	IDFC First Bank
2.	Bank of Baroda	9.	Indian Bank
3.	Canara Bank	10.	Indian Overseas Bank
4.	Federal Bank	11.	Indusind Bank
5.	HDFC Bank Limited	12.	State Bank of India
6.	ICICI Bank Limited	13.	South Indian Bank
7.	IDBI Bank	14.	Yes Bank
Other Banks to be notified from time to time by NeSL			

BENEFICIARY DETAILS FOR ISSUE OF ELECTRONIC BANK GUARANTEE (e-BG)		
Sr. No.	NAME	OIL INDIA LIMITED
1.	PAN	AAAC02352C
2.	Date of Incorporation	18-02-1959
3.	Email ID	bikramjit.borgohain@oilindia.in
4.	Mobile No	8133000372
5.	Local Address	Duliajan, Dibrugarh, Assam-786602
6.	Registered Address	Duliajan, Dibrugarh, Assam-786602

- e. A scanned copy of Bid Security document should also be uploaded along with the Unpriced Techno-Commercial Bid documents.
- f. This Bid Security Deposit shall be refunded to all unsuccessful bidders but is liable to be forfeited in full or part, at Company's discretion, as per **Clause No. 9.8** below. Bids without Bid Security Deposit in the manner specified above will be summarily rejected.
- g. No other mode of payment will be accepted by the Company. The Bid Security shall not earn any interest to the bidder from the Company.

Note:

- i) Bidders claiming waiver of Bid Security shall upload supporting documents as mentioned in **Para 10.0** below along with technical bid.
- ii) Any offer not accompanied with the Bid Security shall be treated as invalid and summarily rejected unless the bidder is exempted from submission of Bid Security as per Bid Security Exemption Criteria of this tender and proper proof towards this exemption is submitted by the bidder. Any subsequent deposit of Bid Security after the bid closing date shall not be permitted. Also, adjustment of Bid Security due against the instant tender, against dues from the Company or on any account shall not be permitted.

- 9.3** Any bid not secured in accordance with **sub-clause 9.2** above shall be rejected by the Company as non-responsive.
- 9.4** The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the bidder's cost.
- 9.5** Unsuccessful Bidder's Bid Security will be discharged and / or returned within 30 days after finalization of the Tender.
- 9.6** Successful Bidder's Bid Security will be discharged and / or returned upon Bidder's furnishing the Performance Security and signing of the contract. The successful bidder will however ensure validity of the Bid Security till such time the Performance Security in conformity with **Clause No. 24.0** below is furnished.
- 9.7** Bid Security shall not accrue any interest during its period of validity or extended validity.
- 9.8** The Bid Security may be forfeited:
- a If the bidder withdraws the bid within its original / extended validity.
 - b If the bidder modifies / revises their bid suo-moto within its original / extended validity.
 - c If the bidder does not accept the contract.
 - d If the bidder does not furnish Performance Security Deposit within the stipulated time as per tender / contract.
 - e 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.
- 9.9** In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited, and the party shall be debarred as per the prevailing Banning Policy of the Company (OIL).
- 9.10** 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.
- 9.11** The Bank Guarantee issuing bank branch must ensure the following:

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

- (i) MT 760 / MT 760 COV for issuance of bank guarantee.
- (ii) MT 760 / MT 767 COV for amendment of bank guarantee.

[Tender Number should reflect in the SFMS text under MT 760 / MT 760 COV]

[Tender No. should reflect in the SFMS text under MT 760/MT 760 COV]

The above message/intimation shall be sent through SFMS by the BG issuing Bank branch to ICICI Bank Ltd., Duliajan Branch, IFS Code – ICIC0000213; SWIFT Code - ICICINBBXXX. Branch Address: ICICI Bank

Ltd, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602.
The Bank details are as under:

Bank Details of Beneficiary		
A	Bank Name	ICICI Bank Ltd.
B	Branch Name	DULIAJAN
C	Branch Address	Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602
D	IFSC Code	ICIC0000213
E	Unique identifier code (Field 7037)	OIL503988890
F	Company Name	Oil India Limited
H	SWIFT Code	ICICINBBXXX

10.0 EXEMPTION FROM SUBMISSION OF BID SECURITY: In case any bidder is exempted from paying the Bid security, they should upload the supporting documents along with their technical bid. The detailed guidelines for exemption of the Bid security are given below.

a) MSEs Units (Manufacturers / Service Providers) only and not their dealers / distributors) are eligible for exemption of Bid Security.

b) Central as well as State Government Departments and Public Sector Undertakings (PSUs) are exempted from submitting bid security. However, such bidders must submit the bid security declaration as per format enclosed in the tender.

Note: Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant Document / Certificate towards exemption of EMD, issued by appropriate authority.

c) Documentation required to be submitted by MSEs: **Refer Clause No. 33.0 below.**

Regarding exemption from submission of Bid Security GeM GTC shall be applicable.

11.0 PERIOD OF VALIDITY OF BIDS:

11.1 Bids shall remain valid as per the requirement mentioned in forwarding letter 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 Opening Date.

11.2 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. A Bidder may refuse the request. A Bidder granting the request will neither be required nor permitted to modify their Bid.

12.0 SIGNING & SUBMISSION OF BIDS:**12.1 Signing of bids:**

12.2.1 The Letter of Authority (as per **PROFORMA-IV**) shall be indicated by written Power of Attorney accompanying the Bid.

12.2.2 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 initialed by the person or persons who has / have digitally signed the Bid.

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

12.2 SUBMISSION OF BIDS:

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 GeM portal within the Bid Closing Date & Time stipulated therein.

Bids are to be submitted through GeM Portal. Vendors must use their GeM Seller ID and Password for participation in the tender. Vendors who do not have GeM Seller ID must register themselves as Seller in GeM Portal by visiting Government e-Marketplace Website - <https://gem.gov.in/>.

Vendors may also refer to the Seller Help Document for participating in the tender which is uploaded under 'For Vendors << GeM Tender' in OIL's Website. The URL for the same is provided below for ready reference:

<https://www.oil-india.com/pdf/Custom%20bid%20seller%20end.pdf>

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 and Prices to be quoted as per Price Bid Format should be uploaded at the designated place in GeM Portal. There should not be any indication of price in the Technical bid; otherwise, the bid shall be rejected straightway. The priced bid submitted in physical form shall not be considered. However, the following documents in one set should necessarily be submitted in physical form in sealed envelope superscribing the Tender no., Brief Description of services and Bid Closing/Opening date & Time along with the bidder's name and should be submitted to **CGM-Contracts, Oil India Ltd., Duliajan-786602 (Assam) on or before 14:15 Hrs (IST)** on the bid closing date indicated in the IFB:

- a) Printed catalogue and literature if called for in the bid document.
- b) Any other document required to be submitted in original as per bid document.

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

12.2.1 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-II of the bid document and the same should be uploaded along with the Technical Bid.

- 12.2.2** Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 13.0 DEADLINE FOR SUBMISSION OF BIDS:**
- 13.1 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.
- 13.2 No bid can be submitted after the submission deadline is reached. The system time displayed on the e-procurement web page shall decide the submission deadline.
- 14.0 LATE BIDS:** Bidders are advised in their own interest to ensure that their bids are uploaded in system much before the closing date and time of the bid. The documents in physical form 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.
- 15.0 MODIFICATION AND WITHDRAWAL OF BIDS:**
- 15.1** The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time in the e-portal using Digital Signature by the person or persons who has/have digitally signed the Bid. Withdrawal or modification of bid through physical correspondence shall not be considered and accepted.
- 15.2** No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.
- 15.3** 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 debarment from participation in future tenders of OIL.
- 16.0 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.
- 17.0 BID OPENING AND EVALUATION:**
- 17.1** Company will open the Bids, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter (as per **PROFORMA-X**) 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.
- 17.2** 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.
- 17.3** Bids which have been withdrawn pursuant to **Clause No. 15.0** 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.

- 17.4** At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Securing Declaration and such other details as the Company may consider appropriate.
- 17.5** 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.
- 17.6** Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 17.7** 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.
- 17.8** 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.

18.0 OPENING OF PRICED BIDS:

- 18.1** Company will open the Priced Bids of the techno-commercially qualified Bidders on a specific date in presence of representatives of the qualified bidders.
- 18.2** In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.
- 18.3** 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.
- 18.4** 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.

19.0 EVALUATION AND COMPARISON OF BIDS: The Company will evaluate and compare the bids as per BID EVALUATION CRITERIA (BEC) of the Tender Documents.

19.1 Discounts / Rebates:

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

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

20.0 CONTACTING THE COMPANY:

20.1 Except as otherwise provided in **Clause 16.0 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 wide **sub-clause 17.5**.

20.2 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.

21.0 AWARD OF CONTRACT:

21.1 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.

22.0 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.

23.0 NOTIFICATION OF AWARD:

23.1. 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.

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

23.3. Upon the successful Bidder's furnishing of Performance Security pursuant to **Clause 24.0 below**, the Company will promptly notify each un-successful Bidder.

24.0 PERFORMANCE SECURITY: Successful bidder has to submit Performance Security amount as mentioned in Forwarding Letter, **within 30 days** from the date of issue of Letter of Award (LOA).

24.1 a. The Performance Security should be submitted in the form of irrevocable

Bank Guarantee (as per **PROFORMA-VII**) issued by Nationalized or Scheduled Bank in favour of M/s Oil India Limited and payable at DULIAJAN. The Bank Guarantee must be on Non-Judicial Stamp Paper of requisite value as per Indian Stamp Act purchased in the name of Banker. Duly filled 'Undertaking' towards details of BG (Format attached as **PROFORMA-XIII**) must be submitted along with original copy of PBG.

b. Alternately, the Performance Security can also be paid through Bank Draft/Cashier's Cheque/Banker's Cheque/Fixed Deposit Receipt (Account OIL INDIA LIMITED)/irrevocable Letter of Credit/NEFT/RTGS/Electronic Fund Transfer (subject to credit in OIL's account within prescribed time) to designated account of OIL.

- i. If the Performance Security is submitted in the form of Bank Draft, Banker's Cheque, Cashier's Cheque, Fixed Deposit Receipt or Letter of Credit, the same should be in favour of "Oil India Limited" payable at Duliajan.
- ii. Performance Security amount through NEFT or RTGS mode may be deposited on or before bid closing date and time to the following designated OIL's bank account:

Bank Details of Beneficiary: OIL INDIA LIMITED		
a	Bank Name	STATE BANK OF INDIA
b	Branch Name	Duliajan
c	Branch Address	Duliajan, Dist-Dibrugarh
d	Bank Account No.	10494832599
e	Type of Account	Current Account
f	IFSC Code	SBIN002053
g	MICR Code	786002302
h	SWIFT Code	SBININBB479

If the Performance security is submitted through NEFT or RTGS mode, the bidder shall submit details such as **UTR No., Contract No., Bidder's Name & Deposited Amount etc.**

c. Submission of performance security in the form of Electronic Bank Guarantee (e-BG):

Bidders/Contractors are advised to submit the e-BG from any of the following banks presently providing facility to issue an e-BG:-

Sr. No.	Bank Nam	Sr. No.	Bank Name
1.	Axis Bank Limited	8.	IDFC First Bank
2.	Bank of Baroda	9.	Indian Bank
3.	Canara Bank	10.	Indian Overseas Bank
4.	Federal Bank	11.	Indusind Bank
5.	HDFC Bank Limited	12.	State Bank of India

6.	ICICI Bank Limited	13.	South Indian Bank
7.	IDBI Bank	14.	Yes Bank
Other Banks to be notified from time to time by NeSL			

BENEFICIARY DETAILS FOR ISSUE OF ELECTRONIC BANK GUARANTEE (e-BG)		
Sr. No.	NAME	OIL INDIA LIMITED
1.	PAN	AAAC02352C
2.	Date of Incorporation	18-02-1959
3.	Email ID	bikramjit.borgohain@oilindia.in
4.	Mobile No	8133000372
5.	Local Address	Duliajan, Dibrugarh, Assam-786602
6.	Registered Address	Duliajan, Dibrugarh, Assam-786602

d. In case of Bidders submitting Performance Security in the form of Bank Guarantee/Bank Draft/Cashier's Cheque/Banker's Cheque/Fixed Deposit Receipt/Letter of Credit, the original hard copy of Performance Security shall be submitted within the time frame as stipulated in the LOA.

e. No other mode of payment other than the mode covered under point nos. a, b & c will be accepted by the Company.

24.2 Performance Security shall not accrue any interest during its period of validity or extended validity.

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

- (i) MT 760/MT 760 COV for issuance of bank guarantee.
- (ii) MT 760/MT 767 COV for amendment of bank guarantee.

[Contract No. should reflect in the SFMS text under MT 760/MT 760 COV]

The above message/intimation shall be sent through SFMS by the BG issuing Bank branch to ICICI Bank Ltd., Duliajan Branch, IFS Code – ICIC0000213; SWIFT Code - ICICINBBXXX. Branch Address: ICICI Bank Ltd, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602. The Bank details are as under:

Bank Details of Beneficiary		
A	Bank Name	ICICI Bank Ltd.
B	Branch Name	DULIAJAN

C	Branch Address	Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602
D	IFSC Code	ICIC0000213
E	Unique identifier code (Field 7037)	OIL503988890
F	Company Name	Oil India Limited
H	SWIFT Code	ICICINBBXXX

- 24.4** This Performance Security must be valid for **90 (Ninety) days** after the date of expiry of the contract period/defect liability period (if any). In the event of contract being extended within the provisions of the contract agreement, the contractor will have to extend suitably the validity of the "Security Deposit" for the extended period.
- 24.5** The Performance Security Deposit will be refunded to the Contractor after **90 (Ninety) days** of satisfactory completion of works/defect liability period (if any) under the contract (including extension, if any), but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason.
- 25.0 SIGNING OF CONTRACT:**
- 25.1 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.
- 25.2 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.
- 25.3 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 Performance Security if submitted by the successful Bidder. The bidder will be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.
- 26.0 CREDIT FACILITY:** Bidders should indicate clearly in the Bid about availability of any credit facility inclusive of Government-to-Government credits indicating the applicable terms and conditions of such credit.
- 27.0 MOBILISATION AND ADVANCE PAYMENT:**
- 27.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilization charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of SBI from the date of payment of the advance till recovery/refund.
- 27.2 Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering

the period of advance. Bank guarantee shall be valid for 2 months beyond completion of mobilization and the same may be invoked in the event of Contractor's failure to mobilize as per agreement.

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

28.0 FURNISHING FRAUDULENT INFORMATION/ DOCUMENTS: Bidders should note that the documents/information submitted by the bidder(s) against the tender are presumed to be genuine, authentic and true copy of the originals. However, in case at any stage of tendering process or during execution of the contract or after expiry of contract, if it is detected that bidder has submitted forged or fabricated documents or furnished false information towards fulfilment of any of the tender/contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel/terminate the contract, as the case may be and forfeit Security Deposit (SD) submitted by the bidder. Besides, bidder shall be liable for debarment for a period up to 02 years from the date of issuance of debarment notice.

29.0 INTEGRITY PACT:

29.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide **PROFORMA-XVII** of the Bid Document. The Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma 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 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.

29.2 In case of a joint venture, all the partners of the joint venture should sign the Integrity pact.

29.3 In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of Independent External Monitors (IEMs) in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms and conditions of the contract. The fees/expenses on dispute resolution shall be equally shared by both the parties.

29.4 OIL has appointed **Shri Ram Phal Pawar, IPS (Retd.), Former Director, NCRB, MHA, Dr. Tejendra Mohan Bhasin, Former Vigilance Commissioner, CVC, and Shri Ajit Mohan Sharan IAS (Retd.), Former Secretary, Ministry of Ayush, Govt.** as Independent External Monitors (IEM) for a period of 03 (Three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitors for any matter relating to the Integrity Pact at the following addresses:

- (a) Shri Ram Phal Pawar, IPS (Retd.), Former Director, NCRB, MHA Mobile No.: 8017017878, E-mail IDs: rpawar61@hotmail.com, ramphal.pawar@ips.gov.in

- (b) Dr. Tejendra Mohan Bhasin, Former Vigilance Commissioner, CVC.
E-mail ID: tmbhasin@gmail.com
- (c) Shri Ajit Mohan Sharan, IAS (Retd.), Former Secretary-Ministry of Ayush,
Govt. of India E-mail ID: ams057@gmail.com

30.0 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.

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

32.0 GOODS AND SERVICES TAX:

- 32.1 In view of **GST** Implementation from 1st July 2017, all taxes and duties including Excise Duty, CST / VAT, Service tax, Entry Tax and other indirect taxes and duties have been submerged in **GST**. Accordingly, reference of Excise Duty, Service Tax, VAT, Sales Tax, Entry Tax or any other form of indirect tax except of **GST** mentioned in the bidding document shall be ignored. Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST** (CGST & SGST / UTGST or IGST) is applicable.

- 32.2 Bidder should also mention the **Harmonised System of Nomenclature (HSN)** and **Service Accounting Codes (SAC)** at the designated place in the Price Bid Format.

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

OIL will reimburse the GST to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST to enable OIL to claim input tax credit of GST paid. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion. Returns and

details required to be filled under GST laws & rules should be timely filed by supplier with requisite details. The input tax credit of **GST** quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.

- 32.4 **Where the OIL is not entitled to avail/take the full input tax credit of GST:** OIL will reimburse GST to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules / regulation of GST subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the executed quantities (If directed and / or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.

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

- 32.5 It is the responsibility of the bidder to quote the correct GST rate. The classification of goods / services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.
- 32.6 Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
- 32.7 GST liability, if any, on account of supply of free samples against any tender shall be to bidder's account.
- 32.8 In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST / UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.
- 32.9 OIL will prefer to deal with registered supplier of goods / services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.
- 32.10 Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.
- 32.11 The Supplier of Goods / Services may note the Anti-profiteering Clause (Clause No. 12.5) of Part-I GCC and quote their prices accordingly.
- 32.12 In case the GST rating of bidder on the GST portal / Govt. official website is negative / black-listed, then the bid may be rejected by OIL.

33.0 DOCUMENTATION REQUIRED TO BE SUBMITTED BY MSEs:

Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES.

Bidder claiming the MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against this tender has to submit the following documents along with the technical bid for availing the benefits applicable to MSEs:

- i. Udyam Registration Number with Udyam Registration Certificate.

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

34.0 In all National Competitive tenders, only Class-I local suppliers and Class-II local suppliers shall be eligible to bid.

[Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50% as defined in PP-LC policy; Class-II local supplier': means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 20% but less than 50%, as defined under PP-LC policy].

35.0 In case any bidder withdraws their bid within bid validity/backes out by lowest (L1) bidder/furnishes fraudulent information or documents/any erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per **Company's Amended Banning Policy dated 17.03.2023 (available in OIL's website www.oil-india.com)** of the Company.

36.0 Bidders are advised to go through GeM GTC and uploaded bid documents thoroughly before creation of their bids. Bidders may contact the following in case of any query:

Shri Bikramjit Borgohain, Manager-Contracts(S)

E-mail: bikramjit.borgohain@oilindia.in; contracts@oilindia.in

*****End of ITB*****