

**NIT FOR TENDER NO. CGI6271P25**

**OIL INDIA LIMITED**  
**(A Government of India Enterprise)**  
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**E-Tender**

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

Tender No	Bid Closing Date & Time	Service Description
<b>CGI6271P25</b>	<b>18.06.2024 at 11:00AM</b>	<b>HIRING SERVICES OF 1 (ONE) NO. BRAND NEW (32+1) SEATER MINIBUS (DIESEL DRIVEN, BS-IV OR LATEST COMPLIANCE, BRAND: TATA; MODEL: STARBUS OR EQUIVALENT) FOR PLYING AT PS-6, BONGAIGAON FOR A PERIOD OF 4 (FOUR) YEARS</b>

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

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

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

### **BID EVALUATION CRITERIA (BEC)**

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

#### **1.0 ELIGIBILITY CRITERIA:**

Ministry of Petroleum & Natural Gas vide Notification No. FP-20013/2/2017-FP-PNG-Part(4) (E-41432) dated 26.04.2022 has notified that Public Procurement (Preference to Make in India), Order 2017 (PPP- MII) issued by DPIIT and as amended from time to time shall be applicable to all the Public Sector Undertakings and their wholly owned subsidiaries under MoP&NG with certain modifications.

**The bidder must be incorporated/registered in India and must maintain more than 20% local content (LC) for the offered services to be eligible to bid against this tender.**

Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of Purchase preference policy linked with Local Content (PP-LC) notified vide **Letter No. FP-20013/2/2017-FP-PNG-Part(4) (E-41432) dated 26.04.2022** by-MoPNG (including subsequent amendments thereof, if any) shall be applicable.

If such local content is not maintained during execution of contract, OIL reserves the right to invoke the Performance Securities submitted by the bidding and supporting companies, in addition to resorting to other options as may be deemed appropriate.

Whether or not the bidders want to avail PP-MII benefit against this tender, it is mandatory for them to meet the

following at the bidding stage:

(a) The Bidder must provide the **percentage (%) of local content** in their bid, without which the bid shall be summarily rejected being non-compliant.

(b) The Bidder shall submit an undertaking as per Proforma-XIV from the authorized signatory of bidder having the Power of Attorney along with the bid specifying the LC Percentage and such undertaking shall become a part of the contract, if awarded

(c) Bidder to submit a copy of their Certificate of Incorporation/registration in India.

## 2.0 TECHNICAL EVALUATION CRITERIA:

### 2.1 **Technical Requirements:**

#### A) **EXPERIENCE:** Bidders must have:

Relevant experience of having successfully completed one "similar work" of value **Rs. 12,43,300.00** with Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking in India/Reputed organization in last 7(Seven) years to be reckoned from date of bid closing.

"Similar work" mentioned above means **bidder shall have the experience of providing services of hired vehicles in Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking in India " during last 7 (seven) years ending bid closing date.**

Documentary proof must be furnished in support of the experience by way of purchase order / work order / contract document along with completion certificate from the Organization to which such services have been rendered.

For proof of requisite experience and relevant technical requirements, any one of the following documents/photocopies must be submitted along with the bid:

1. A relevant Certificate issued by PSUs or Central Govt. or State Govt. or Semi-State Govt. Organization or Reputed organization in last seven years from date of original bid closing date showing:

- a) Gross value of job done; and
- b) Nature of job done; and
- c) Time period covering the financial year(s) as per NIT; and
- d) Clearly mentioning job completion date.
- e) FORM 16(A) has to be submitted in case of job executed for private

companies.

**NON- SUBMISSION OF THE DOCUMENTS AS SPECIFIED IN BRC ABOVE WILL RESULT IN REJECTION OF BIDS.**

**NOTE-:**

- (i) A job executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC.
  - (ii) In case of tenders for Annual rate contracts / Maintenance and Service contracts, if the prospective bidder is executing rate / maintenance /service contract which is still running and the contract value / quantity executed prior to due date of bid submission is equal to or more than the minimum prescribed value in the BEC such experience will also be taken in to consideration provided that the bidder has submitted satisfactory work / supply / service execution certificate issued by end user.
- 2.2 All the supporting documents in compliance to BEC requirements above shall be scanned and uploaded along with the technical bid. Non-submission of the documents will result in rejection of bids.
- 2.3 Any bid not complying BEC requirements shall be summarily rejected.
- 2.4 Bidders must have **PF Account** in their name issued by Regional Provident Fund Commissioner. Bidders must have **ESI Account** in their name. Documentary evidence of the same is to be submitted.
- 2.5 Deviation to the following provision of the tender document liable for rejection of Bid:
- i. Firm price
  - ii. EMD / Bid Bond
  - iii. Scope of work
  - iv. Specifications
  - v. Price Schedule
  - vi. Delivery / Completion Schedule
  - vii. Period of Validity of Bid
  - viii. Liquidated Damages
  - ix. Performance Bank Guarantee / Security deposit
  - x. Guarantee of material / work
  - xi. Arbitration / Resolution of Dispute
  - xii. Force Majeure
  - xiii. Applicable Laws
  - xiv. Integrity Pact, if applicable
  - xv. Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.
- 2.6 Other Information /Documents: Bidders must furnish the following information with relevant documents wherever necessary:
- a) Tax Exemption Certificate, if any, if /applicable.
  - b) PAN no. (photocopy of the PAN card required).

- c) GST registration Certificate
- d) Bank account No. with name of Bank, Type of account, Bank address.
- e) P.F. Account No. / Code.
- f) ESI registration no.
- g) Price quotation of the offered vehicle from the Authorized Motor Vehicle Dealer along with the offer

2.7 The successful bidder /contractor shall undertake to indemnify the company against all claims which may arise under the under noted Acts during signing of the contract:

- a) The FACTORY Act - 1948
- b) The Minimum Wages Act 1948
- c) The Workman's compensation Act 1923
- d) The payment of wages Act 1963
- e) The payment of Bonus Act 1965
- f) The Contract Labor (Regulation and Abolition) Act 1970 and the rules framed thereunder.
- g) Employees' Pension Scheme 1995.
- h) Interstate Migrant (regulation of Employment and Condition of Service) Act 1979
- i) The Employees Provident Fund and Miscellaneous Provisions Act 1952
- j) AGST Act/VAT
- k) GST Act

2.8 Documentary Evidence in support of sound financial standing, Bank Account Number from any Nationalized Bank and PAN card number to be submitted by bidder.

2.9 **Bidders will have to submit documents having the detailed postal address in the name of the firm /owner, which shall substantiate the proof of office establishment for at least 1 year reckoned from the original BCD within 50 KM of PL locations where the services need to be provided i.e. Pump Station No. 06, Bongaigaon-Assam of Oil India Limited. Documentary evidence must be provided in the form of any of the following documents, which satisfies as a valid proof of having the office establishment: --**

1. **Trade Licenses for last one year with detailed postal address issued by the local authority in the name of the firm /owner.**
2. **Valid GST Registration Certificate since last one year with detailed postal address in the name of the firm /owner.**
3. **Landline phone bill for last one year with detailed postal address in the name of the firm /owner.**
4. **Electricity bill for last one year in the name of the Firm with detailed postal address in the name of the firm /owner.**

**Currently valid Documentary Evidence of Address Proof shall only be considered for evaluation**

**“Additionally, the names of the areas covering the 50 Km radius may be mentioned”.**

### 3.0 FINANCIAL REJECTION CRITERIA:

- a) Annual financial turnover as per Audited Annual Reports in any of the preceding 3 financial years to be reckoned from the original bid closing date should be at least **Rs. 7,45,940.00**.
- b) For consortium
  - i) At least one member of the consortium to meet the above criteria of **50%** turnover.
  - ii) The other members of consortium should meet minimum **25%** turnover requirement.
- b) Period for consideration: In any of preceding 3 financial years**
- c) **Net worth: Positive for the preceding financial / accounting year.**
- d) 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 year 2023-2024 (or as the case may be) has actually not been audited as on original bid closing date.
- e) 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, Firm Registration Number and UDIN), certifying the Annual turnover & Net worth.**  
OR
  - ii) Audited Balance Sheet along with Profit & Loss account.
  - iii) **Mentioning of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019 by Chartered Accountant in Practice**
- f) 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 (Firm Registration Number) is not available. However, bidder will have to provide documentary evidence for the same.

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

- 4.1 The bids are to be submitted in single stage under two Bid System i.e. Un-priced Techno-Commercial Bid and Price Bid together. The Un-priced techno- commercial bid (or Technical bid) must comprise of all the technical documents substantiating the previous experience, financial & technical credentials of the bidder and any other document as asked for in the bid document. **There should not be any indication of price in the Technical bid; otherwise, the bid shall be rejected straightway.**
- 4.2 The quantities shown against each item in the BOQ shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual Quantity consumed, as the case may be.
- 4.3 The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non-responsive and rejected.
- 4.4 Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach the office of GM- Contracts, OIL 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 **₹ 1,99,000.00**. Bid without proper & valid Bid Security will be rejected.
- 4.5 If bidder withdraws or modify their bids during the period of validity; or if they are awarded the contract and they fail to sign the contract; or if they fail to submit performance security before the deadline defined in the NIT; they will be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.
- 4.6 Any bid received in the form of Physical document/ Telex/Cable/Fax/E-mail will not be accepted.
- 4.7 Bids shall be typed or written in indelible ink.
- 4.8 Bids shall contain no interlineations, erasures or overwriting

except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the persons(s) signing (digitally) the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.

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

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

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

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

**4.12** Bid received with validity of offer less than 120 days from Bid Closing Date will be rejected. Bidder must submit a declaration regarding bid validity as per the format prescribed in relevant Proforma.

**4.13** The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide of the tender document. This Integrity Pact Proforma has been duly signed digitally by OIL's competent signatory. The Proforma has to be returned by the bidder (along with the Un-Priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the

Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.

**4.14** Only one bid against a party offering individually as well as under Proprietorship/Partnership firms shall be accepted. In case any bidder is found to have submit separate bids under proprietorship as well as under any Partnership firm then the acceptable bid made in the name of the Partnership firm will only be considered for further evaluation.

**5.0 PRICE EVALUATION CRITERIA:**

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

**5.2** To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of total amount quoted for the items of SOQ (i.e. fixed monthly charge X 48 months, Running Charge per KM X the Estimated KM indicated i.e. 2500 Km/month) for each vehicle of the tender.

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

**5.4** If there is any discrepancy between the unit price and the total price, the total price will prevail and the unit 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.

**5.5** It is to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.

**5.6** The bidders are advised not to offer any discount/rebate separately and to offer their prices after considering discount/rebate, if any.

**5.7** Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition

will be considered for computing the contract price.

- 5.8** The inter-se-ranking of the techno-commercially qualified bidders will be determined on overall lowest cost basis (L-1 offer) i.e. considering the Total quoted price inclusive of all liabilities.
- 5.9** Contracts on the basis of “One Bidder-One-Vehicle” will be awarded to the successful bidders as per priority of the Draw-of-Lots against actual requirement of the Company. The contract shall be as per offered rates and other terms and conditions of the tender.

a) The lowest techno-commercially acceptable bidder (L1) will be determined by the rates quoted for each vehicle. The bidder with lowest rate per vehicle will be declared as L1. Similarly, techno-commercially acceptable bidder offering the next higher rate will be ranked as L2, L3, L4 and so on for each vehicle.

b) In the case where only a single bidder emerges L1 for each vehicle, L2 bidder(s) will then be offered to provide the service of tendered vehicle subject to matching their rates with L1 bidder. However, if any of the other bidders refuses to match their price to that of L1 bidder, the next lowest bidder will be considered for award of contract subject to matching their price to L1 bidder.

Subsequently, when more than one bidder emerges as lowest (L1) bidders due to equal rates quoted (or after matching of prices), then the successful bidder for award of contract of each vehicle will be decided by draw of lots. All techno-commercially qualified L1 bidders will be eligible for “draw of Lots”. However, the first successful winner in the “draw of Lots” will not be eligible for 2nd & subsequent rounds of “draw of Lots” and the second successful winner will not be eligible for 3rd & 4th round of “draw of Lots”, and so on. The allotment of the vehicles will be on the basis of ‘One Person One Vehicle’ only. Company's decision in this regard is final and binding to all bidders.

c) The original rates quoted by the bidders will not be allowed to increase under any circumstances.

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

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

- 5.11** Input Tax Credit on GST (Goods & Service Tax) for this service

is NOT available to OIL & the bids will be evaluated based on total price including GST.

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

5.13 Original Bid closing date will be considered for evaluation of BRC criteria even in case of any extension of the original Bid Closing Date.

5.14 PURCHASE PREFERENCE CLAUSE:

5.14.1 **PURCHASE PREFERENCE TO MSE BIDDERS:** Purchase Preference to Micro and Small Enterprises is applicable for this tender. Bidders seeking benefits, under Purchase Preference Policy (MSE) shall have to be registered under Udyam Registration or UAM.

a) Purchase Preference to Micro and Small Enterprises (MSEs) falling within the price band of L-1+ 15% and Purchase preference policy-linked with Local Content (PP-MII) falling within the price band of L-1+ 20% shall be applicable in this tender.

b) **In case a bidder is eligible to seek benefits under PP-MII 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-MII or MSE policy. Bidder to categorically confirm under which policy i.e. PP-MII or MSE, they want to avail the benefit and to submit requisite document/certificate in support to avail this benefit.** The bids shall be evaluated based on their declaration. No benefit shall be given if the bid is submitted without any above declaration along with supporting document as per the respective policies. Please refer relevant Proforma to confirm under which category (PPLC of MSE) the benefit has been sought.

**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 and Amendment vide Gazette Notification no. CG-DL-E-16062021-227649 DATED 16th June 2021, CG-DL-E- 19012022-232763 dated 19.01.2022 and CG-DL-E-06052022-235600 DATED 06.05.2022 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES. The existing enterprises registered under EM- Part-II or UAM till 30th June, 2020 shall continue to be valid only up to 30th day of June, 2022 and any

amendment thereof.

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.

**(c) PURCHASE PREFERENCE METHODOLOGY UNDER PPP-MII (SUBJECT TO QUANTITY DISTRIBUTION APPLICABLE TO MSES AS PER PUBLIC PROCUREMENT POLICY FOR MSE 2012, REFER EXAMPLES GIVEN BELOW):**

- (a) Purchase preference shall be given to 'Class-I local supplier' in procurements in the manner specified here under.
- (b) In the procurements of goods or works which are cover by para 5 (b) of policy and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
  - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
  - ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

- (c) In the procurements of goods or works which are covered by para 5 (b) of Policy and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
  - ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
  - iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
  - iv. "Class-II local supplier" will not get purchase preference in any procurement.
- g) **Applicability in tenders where contract is to be awarded to multiple bidders** - In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise which are covered by para 5 (b) of policy, the 'Class-I local supplier' shall get purchase preference over 'Class II- local supplier' as well as 'non-local supplier', as per following procedure:
- a. If 'Class-I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class -I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class-I local supplier' over 'Class-II local suppliers' / 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class-I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

- b. First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.
- h) In case a bidder (Class-I Local supplier) is eligible to seek benefit under Policy for Preference under Public Procurement (Preference to Make in India), Order 2017 as well as Public Procurement Policy for MSE 2012 (PPP for MSE 2012), then the bidder should categorically confirm its option to choose benefits against only one of the two policies i.e. either PPP-MII and MSE policy in attached Proforma. The option once exercised cannot be modified subsequently.

Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in that purchase preference policy.

In case a MSEs bidder opts for purchase preference based on PPP-MII, such bidder shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP-2012. However, the exemptions from furnishing Bidding Document fee and Bid security/EMD shall continue to be available to such MSE Bidder.

While for evaluating a particular bid that bidder's option (to avail any one out of two applicable purchase preference policies, i.e., PPP-MII or PPP- 2012) will be considered, for price matching opportunities and distribution of quantities among bidders, the precedence shall be in the following order:-

- (i) Public Procurement Policy for MSE 2012
- (ii) Public Procurement (Preference to Make in India), Order 2017

**i. Example to deal Various situations in case a bidder is eligible to seek benefit under Public Procurement (Preference to Make in India), Order 2017 as well as Public Procurement Policy for MSE 2012 (PPP for MSE 2012):**

**(I) Non divisible item**

L1 bidder is non MSE, Non Local supplier/ Class-II local supplier as per PPP-MII

L2 bidder is Class-I Local supplier as per PPP-MII(prices within 20%)

L3 bidder is MSE bidder (prices within 15%)

MSE bidder shall be given preference to match the L1 price. If bidder

matches the L1 price, order shall be placed on him, otherwise, option for matching the L1 price shall be given to L2 bidder (PPP-MII).

**(II) Divisible item-Case 1**

L1 bidder is non MSE, Non Local supplier/ Class-II local supplier as per PPP-MII

L2 bidder is Class-I Local supplier as per PPP-MII (within 20%) L3 bidder is MSE bidder (within 15%). MSE bidder shall be given preference to match the L1 price. If bidder matches the L1 price, order shall be placed on him for the quantity specified in the bidding document for MSEs (i.e. 25% of the tendered quantity). For 50% of tendered quantity option for matching the L1 price shall be given to L2 bidder (Class-I Local supplier as per PPP-MII). Balance quantity (i.e. 25% of the tendered quantity) shall be awarded to original L1 bidder.

**(III) Divisible item-Case 2**

L1 bidder is non MSE, Non Local supplier/ Class-II as per PPP-MII

L2 bidder is Class-I Local supplier as per PPP-MII (within 20%)

L3 bidder is MSE bidder (within 15%) L4 bidder is MSE bidder (within 15%)

MSE bidders shall be given preference to match the L1 price. If bidders matched the L1 price, order shall be placed on each of them for 12.5% of the tendered quantity. In case L3 or L4 bidder refuses, the order shall be placed on remaining MSE bidder who matches the L1 prices for 25% of the quantity. For 50% of tendered quantity option for matching the L1 price shall be given to L2 bidder (Class-I Local supplier as per PPP-MII). Balance quantity (i.e. 25% of the tendered quantity) shall be awarded to original L1 bidder.

- (IV) In case L1 bidder is MSE bidder, the entire work shall be awarded to him without resorting to purchase preference to Class-I Local supplier as per PPP-MII.
- (V) In case L1 bidder is a Local supplier as per PPP-MII, purchase preference shall be resorted to MSE bidder as per PPP 2012 only.

**5.14.2 AWARD OF CONTRACT:** The total requirement of hiring vehicle(s) is not splittable under the Purchase Preference policy. In case of participation of both MSE and LC bidder(s) against the tender, MSE bidder(s) will be given preference over LC bidder(s) to match with L1 bidder as per Public Procurement Policy. Accordingly, Purchase preference shall be extended as per the following:

- a) Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent

Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then such MSE bidder shall also emerge L1 subject to matching of price and become eligible for lottery. Contracts on the basis of “One Bidder-One-Vehicle” will then be awarded to the successful bidders as per priority of the Draw-of-Lots conducted amongst L1 bidders against actual requirement of the Company.

b) (i) In case of non-eligible MSE bidder (s): Among all qualified bids, the lowest bid will be termed as L1. If L1 is “Class-I local supplier”, the contract for full quantity will be awarded to L1.

(ii) If L1 bidder is not a “Class-I local supplier”, the lowest bidder among the “Class-I local supplier” will be invited to match the L1 price subject to the Class-I local supplier’s quoted price falling within the margin of purchase preference. In case such lowest “Class-I local supplier” fails to match the L1 price, the next higher “Class-I local supplier” within the margin of purchase preference shall be invited to match the L1 price and so on. The Class-I local supplier bidder then shall also emerge as L1 subject to matching of price and become eligible for lottery. Contracts on the basis of “One Bidder-One-Vehicle” will then be awarded to the successful bidder(s) as per priority of the Draw-of-Lots conducted amongst L1 bidders against actual requirement of the Company.

## **6.0 GENERAL:**

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

**6.2** To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing

which the offer will be will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.

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

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

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

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

**6.7** The following Clauses with all its sub-clauses should be agreed in toto, failing which the bid will be rejected. To this effect Bidder shall submit an undertaking along with the Technical Bid.

- a) Performance Security Clause
- b) Force Majeure Clause
- c) Termination Clause
- d) Settlement of disputes Clause
- e) Liquidated Damages Clause.
- f) Acceptance of Jurisdiction and applicable law.
- g) Tax liabilities clause.
- h) Insurance clause.
- i) With holding clause.
- j) Liability clause.
- k) Set off clause

**6.8** All bidders are required to mandatorily submit the checklist on BEC (Bid Evaluation Criteria) and other relevant technical criteria as outlined in the tender document, along with their bids. However, in case a bidder submits their bid without a completely filled checklist, will render the bid liable for rejection and will not be considered for further evaluation.

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

ANNEXURE-AA:

**CERTIFICATE OF ANNUAL TURNOVER & NETWORTH**

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

TO WHOM IT MAY CONCERN

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

YEAR	TURNOVER (₹)	NET WORTH (₹)

Place:

Date:

Seal:

Membership Code and Registration No.

UDIN

Signature

**\*\*\*End of BEC-BRC\*\*\***

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