

OIL INDIA LIMITED (A Govt. of India Enterprise) P.O. DULIAJAN, DIST - DIBRUGARH ASSAM, INDIA, PIN-786602 CONTRACTS DEPARTMENT TEL: (91) 374-2808655 E-mail: <u>contracts@oilindia.in</u> Website: www.oil-india.com FAX: (91) 374-2803549

FORWARDING LETTER

<u>Sub</u>: IFB No. CDI8246P25 for "Hiring service of establishing Microgrid Solutions (inclusive of Solar Plant, Battery Energy Storage System & Energy Management System) at 3 nos. production installation/well plinth in Oil India Limited."

Dear Sir(s),

- **1.0** OIL INDIA LIMITED (OIL), a "Maharatna" Category, Government of India Enterprise, is a premier Oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Duliajan is well connected by Air with nearest Airport being at Dibrugarh, 45 km away.
- 2.0 In connection with its operations, OIL invites National Competitive Bids (NCB) from competent and experienced/approved Contractors for the mentioned work/service under OPEN E-TENDER SINGLE STAGE TWO BID SYSTEM through OIL's E-Procurement Portal: "https://etender.srm.oilindia.in/irj/portal" for "Hiring service of establishing Microgrid Solutions (inclusive of Solar Plant, Battery Energy Storage System & Energy Management System) at 3 nos. production installation/well plinth in Oil India Limited". One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL's E-Procurement Portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL's E-Procurement Portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

(i)	IFB No./E-Tender No.	:	CDI8246P25
(ii)	Type of Bid	:	Open Indigenous E-Tender, Single Stage Two Bid System
(iii)	Bid Closing Date & Time	:	As mentioned in the E-procurement portal.
(iv)	TechnicalBidOpening Date & Time	:	As mentioned in the E-procurement portal.
(v)	Price Bid Opening Date & Time	•	As mentioned in the E-procurement portal.
(vi)	Bid Submission Mode	:	Bids must be uploaded online in OIL's E- Procurement Portal.
(vii)	Bid Opening Place	:	Office of CGM-Contracts

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		Contracts Department,
		Oil India Limited, Duliajan-786602,
		Assam, India.
Bid Validity	•	Minimum 120 (One Hundred Twenty) days from Original Bid Closing Date (OBCD).
		Note: In exceptional circumstances, OIL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. 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.
Mobilization Period	:	Fifteen (15) days from the date of issue of LOA.
Bid Security/EMD Amount	•	Rs. 19,17,500.00 (This, being a Works Contract is excluded from the purview of Public Procurement Policy for MSEs Order,2012)
Bid Security/EMD Validity	:	45 days beyond bid validity period
Amount of	:	10% of Contract Value.
Performance Security		Refer Clause No. 24.0 of Instruction to Bidder (ITB)
Validity of Performance Security	:	90 (Ninety) days beyond warrantee period.
Location of job		Field Head Quarter, Duliajan
Duration of the Contract	:	Project duration is 06 months and 15 days from date of issue of LOA and 4 years of AMC.
QuantumofLiquidatedDamagefor Defaultin TimelyMobilization/Completion	:	Refer Clause No. 30.0 of General Conditions of Contract (GCC).
Bids to be addressed	:	CGM-Contracts,
to		Contracts Department,
		Oil India Limited, Duliajan-786602,
		Assam, India.
Pre-Bid conference	:	Not Applicable
Last Date of receipt of Queries	:	09.01.2025
	Mobilization Period Bid Security/EMD Amount Bid Security/EMD Amount of Performance Security Validity of Performance Security Ualidity of Performance Security Ouration of the Contract Duration of the Contract Duration of the Contract Duration/ Completion Bids to be addressed to Pre-Bid conference	Mobilization Period:Bid Security/EMD:Bid Security/EMD:Amount:Performance Security:ValidityofPerformance Security:Iocation of job:Duration of the Contract:Quantum of Liquidated Damage for Default in Timely Mobilization/ Completion:Bids to be addressed to:Pre-Bid conference:Last Date of receipt:

3.0 <u>GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT</u>:

- 3.1 To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate of Class 3 with Organization's 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. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable. "Only in case of sole proprietorship firms, Digital Signature Certificates issued in the name of the proprietor is also acceptable provided the bid is submitted in the capacity of a proprietorship firm."
- 3.2 Digital Signature Certificate comes in a pair of signing/verification and encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.
- 3.3 Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder change his Digital Signature Certificate then old certificate [Used for encryption] is required in order to decrypt his encrypted response for getting the EDIT mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LTD. will not be responsible.
- 3.4 For participation, applicants already having User ID & Password for OIL's E-Procurement Portal need to register against the IFB. New vendors/existing vendors not having User ID & Password for OIL's E-Procurement Portal shall obtain User ID & password through online vendor registration system in E-Portal.
- 3.4.1 Bidders without having E-Tender Login ID and password should complete their online registration at least 07 (Seven) days prior to the scheduled bid closing date and time of the tender. For online registration, bidder may visit OIL's E-Tender site <u>https://etender.srm.oilindia.in/irj/portal</u>.
- 3.4.2 Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.
- 3.5 Parties, who do not have a User ID, can click on Guest login button in the E-Tender portal to view and download the tender. The detailed guidelines are given in User Manual available in OIL's E-Procurement site. For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at <u>erp_mm@oilindia.in</u> and <u>esupport@oilindia.in</u>, Ph.: 0374- 2807171/7192.

- 3.7 The link for OIL's E-Procurement Portal is available on OIL's web site (<u>www.oil-india.com</u>).
- **4.0 <u>IMPORTANT NOTES:</u>** Bidders shall take note of the following important points while participating in OIL's e-procurement tender:
- i) **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, as declared in the "Bid Security Declaration Form", bidder shall be suspended for the period of two years. This suspension of two year shall be automatic without conducting any enquiry.
- ii) **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 bidder shall be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.
- iii) **<u>FURNISHING FRAUDULENT INFORMATION/DOCUMENT</u>**: The information and documents furnish by the bidder/contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company. The bidder has to submit an undertaking in this regard as per attached **PROFORMA-IX.**
- iv) ERRING/DEFAULTING AGENCIES: Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy available in OIL's website: <u>www.oil-india.com</u>.
- v) 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-Contracts in presence of the authorized representatives of the bidders.
- vi) If the digital signature used for signing is not of "Class-3" with Organizations name, the bid will be rejected.
- vii) 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. 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 can 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.

5.0 INTEGRITY PACT: The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide Integrity Pact, (PART-VI) of the tender document. This Integrity Pact (PART-VI) has been duly signed digitally by OIL's competent signatory. The (PART-VI) 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.

6.0 <u>SCREEN SHOTS</u>

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On "EDIT" Mode, Bidders are advised to upload "Technical Bid" and "Priced Bid" in the places as indicated above.

<u>Notes:</u>

* 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 Atachment, 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 MAINTENANCE OF TOTAL BID VALUE IN THE RESPONSE: For convenience of the Bidders and to improve transparency, the rates/costs quoted by bidders against the E-tender shall be available for online viewing to all the Techno-commercially qualified Bidders against the tender after price bids are opened in the system. For tenders where Detailed Price Information under RFx Information Tab is "No price", the Price Bid is invited against the tender through attachment form under "Notes & Attachment". In such tenders, Bidders must upload their pricing as per the "Price Bid Format" under "Notes & Attachment" and additionally fill up the on-line field "Total Bid Value" under "RFx Information" Tab Page with the Total Cost (Including the GST component) as per the amount of the Price Bid in attachment form.

E-TENDER NO. CDI8246P25

Create RFx Respon	ise		
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Detailed Price Information:	No Price		Price" RFx only
Terms of Payment:	D		
Total Bid Value:			"Total Bid Value" considering all the
		- (taxes & duties.

The "Total Bid Value" as entered by the Bidder in the on-line response shall be displayed in the E-tender portal amongst the techno-commercially qualified bidders and Company will not take any responsibility whatsoever towards incorrect information furnished by the bidders on the "Total Bid Value" field. It is to be noted that Amount mentioned in the "Total Bid Value" field will not be considered for bid evaluation and evaluation will be purely based on the Price bid submitted as per the "Price Bid Format" under "Notes & Attachments" tab page.

Thanking you.

Yours faithfully, **OIL INDIA LIMITED**

(NABANITA DEKA) CHIEF MANAGER-CONTRACTS (S) For <u>CGM-CONTRACTS (HoD)</u> For <u>RESIDENT CHIEF EXECUTIVE</u>

Date: 02.01.2025

INSTRUCTIONS TO BIDDERS

1.0 **ELIGIBILITY OF THE BIDDER:**

- 1.1 The eligibility criteria of the bidder are listed under BID EVALUATION CRITERIA BID REJECTION CRITERIA (BEC-BRC) 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 The services required, bidding procedures and contract terms are prescribed in the Bid Document. This Bid Document includes the following:
 - i. A Tender Forwarding Letter.
 - ii. Instructions to Bidders (ITB)
 - iii. Bid Evaluation Criteria Bid Rejection Criteria (BEC-BRC)
 - iv. General Conditions of Contract (GCC): PART-I
 - v. Schedule of Work, Unit, Quantities (SOQ): PART-II
 - vi. Special Conditions of Contract (SCC): PART-III
 - vii. Schedule of Company's Plants, Materials and Equipment (SCPME): PART-IV [Not applicable for this Tender]
 - viii. Safety Measures (SM): PART-V
 - ix. Integrity Pact (IP): PART-VI
 - 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. Bid Security Declaration-PROFORMA-V
 - xv. PROFORMA for E-Remittance: PROFORMA-VI
 - xvi. Format of Performance Security: 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. Certificate of Annual Turnover & Net Worth: PROFORMA-XI

xxi. Undertaking by vendor on submission of bank guarantee: PROFORMA-XII

xxii. Price Bidding Format (Attached under "Notes and Attachments" tab in the main bidding engine of OIL's E-Tender portal)
xxiii. Technical Evaluation Sheet for BEC-BRC & others
xxiy. Commercial check List

- 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 In case of e-Tender, Bidder must submit the bid using Organizational Class-3 Digital Signature issued by the Competent Authority in favour of the bidder. Bid submitted using Digital Signature other than the Digital Signature of the bidder shall be summarily rejected.
- 3.3 Unsolicited bids will not be considered and will be rejected straightway.

4.0 <u>AMENDMENT OF BID DOCUMENTS:</u>

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

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 **<u>Two-Bid System</u>**. The bid to be uploaded by the Bidder in OIL's E-Tender portal shall comprise of the following components:
 - (A) Technical Bid (to be uploaded in "Technical Attachments" tab):
 - a) Complete technical details of the services offered.

- b) Documentary evidence established in accordance with Clause No. 8.0.
- c) Bid Security Declaration as **PROFORMA-V** in accordance with Clause No. 9.0 hereunder.
- d) Bid Form as per **PROFORMA-I**.
- e) Statement of Non-compliance as per **PROFORMA-II**.
- f) Integrity Pact, digitally signed by OIL's competent personnel as PART-VI.
- g) **PROFORMA-IV** attached with the bid document to be signed by the bidder's authorized representative.
- h) All other relevant Undertakings and PROFORMAS as applicable as part of Bid.

Note: No price should be mentioned in the Technical Bid being uploaded in "Technical Attachments" tab. If any price is mentioned by the bidder in their Technical bid, then their bid will be rejected straightway.

(B) Price Bid (to be uploaded in "Notes and Attachments" tab)

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

6.0 <u>BID FORM:</u> The bidder shall complete the Bid Form and upload the same along with their Technical bid.

7.0 <u>BID PRICE</u>:

- 7.1 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 Price Bidding format.
- 7.2 Prices quoted by the successful bidder must remain firm during performance of the Contract and must not be 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) including Corporate Income Tax, Personal Tax, Assam Entry Tax 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 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.

8.0 <u>DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND</u> <u>QUALIFICATIONS</u>: These are listed in BEC-BRC 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.

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	
с	Branch Address	Duliajan, DistDibrugarh	
d	Bank Account No.	10494832599	
е	Type of Account	Current Account	
f	IFSC Code	SBIN0002053	
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 <u>GM-CONTRACTS</u> on or before **12.45 p.m. (IST)** on the bid closing / opening date otherwise bid will be rejected.

d. A scanned copy of Bid Security document should also be uploaded along with the Unpriced Techno-Commercial Bid documents.

e. 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.

f. 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 No. 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. 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]

The above message / intimation shall be sent through SFMS (indicating the Contract Number) by the BG issuing bank branch to ICICI BANK LTD., Duliajan Branch; IFS Code – ICIC0000213; SWIFT Code – ICICINBBXXX; Branch Address: Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602.

	Bank Details of Beneficiary		
Α	Bank Name	ICICI Bank Ltd.	
В	Branch Name	Duliajan	
С	Branch Address	Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602	
D	IFSC Code	ICIC0000213	
Е	Unique identifier code (Field 7037)	OIL503988890	
F	Company name	Oil India Limited	
н	SWIFT Code	ICICINBBXXX	

10.0 EXEMPTION FROM SUBMISSION OF BID SECURITY: (This, being a Works Contract is excluded from the purview of Public Procurement Policy for MSEs Order,2012) 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 Government Departments and Central Public Sector Undertakings (CPSUs) are also exempted from submitting bid security.

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.32.0 below.

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 Original Bid Closing 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 <u>Signing of bids:</u>

12.1.1 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 Organization's 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 Bidder's Name in the "Organization Name" field are only acceptable. Digital Signature Certificate having "Organization Name" field other than Bidder's Name shall be rejected summarily.

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 made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same.

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.

- 12.1.2 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 Authority (as per **PROFORMA-IV**) shall be indicated by written Power of Attorney accompanying the Bid.
- 12.1.3 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.

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

12.2 <u>Submission of bids:</u>

The tender is processed under **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 and should be uploaded as 'Attachment' under "Notes & Attachments" Tab. No price should be given in the "Technical Attachment", otherwise bid shall be rejected. 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 super-scribing 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 12.45 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 Timely delivery of the documents in physical form as stated in Para 12.2 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.
- 12.2.3 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 dead line is reached. The system time displayed on the e-procurement web page shall decide the submission dead line.
- 13.3 The documents in physical form as stated in Para 12.2 must be received by Company at the address specified in the "Forwarding Letter" on or before 12.45 Hrs (IST) on the Bid Closing Date mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.
- **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 by a Bidder shall be debarred 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, including submission made pursuant to Clause 12.2, 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-III**) 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 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.
- 17.3 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.

- 17.4 Bids which have been withdrawn pursuant to **Clause 15.0** shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Security Declarations have been furnished, whether documents have been digitally signed and whether the bids are generally in order.
- 17.5 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 Declaration and such other details as the Company may consider appropriate.
- 17.6 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.
- 17.7 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.
- 17.8 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 17.9 The Company may waive minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

18.0 **OPENING OF PRICED BIDS:**

- 18.1 In case of composite bid system, Price bids will be opened on the scheduled bid closing date itself.
- 18.2 In case of two-bid system, Company will open the Priced Bids of the technocommercially 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.

- 18.3 In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.
- 18.4 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.

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 BEC-BRC 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 <u>CONTACTING THE COMPANY:</u>

- 20.1 Except as otherwise provided in **Clause 17.0** 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 subclause 17.6.
- 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 as per the evaluation criteria mentioned under BEC-BRC of the tender document, 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 <u>PERFORMANCE SECURITY</u>:** Successful bidder has to submit Performance Security amount as mentioned in Forwarding Letter, within 02 Weeks 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. A duly filled undertaking towards details of the BG (as per **PROFORMA-XII**) must also be submitted along with the original BG.

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 (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				
с	Branch Address	Duliajan, Dist-Dibrugarh				
d	Bank Account No.	10494832599				
е	Type of Account	Current Account				
f	IFSC Code	SBIN0002053				
g	MICR Code	786002302				
h	SWIFT Code	SBININBB479				

iii. 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. 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.

d. No other mode of payment other than the mode covered under Point Nos. a. & b. 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.

[Tender Number 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 HDFC Bank, Duliajan Branch, IFS Code – HDFC0002118; SWIFT Code - HDFCINBBCAL. Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602. The Bank details are as under:

	Bank Details of Beneficiary					
Α	Bank Name	HDFC BANK LTD				
В	Branch Name	DULIAJAN				
C	Branch Address	Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602				
D	Banker Account No.	21182320000016				
E	Type of Account	Current Account				
F	IFSC Code	HDFC0002118				
G	MICR Code	786240302				
H	SWIFT Code	HDFCINBBCAL				

- 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. In case the Bidder fails to sign the contract or submit the Performance Security within the stipulated time as defined in the tender document, Oil India Limited will suspend the Bidder for a period of two years without conducting any enquiry.
- **26.0** <u>**CREDIT FACILITY:**</u> 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 MOBILIZATION 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.

28.0 GOODS AND SERVICES TAX:

28.1 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.

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

28.3 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.

28.4 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.

- 28.5 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.
- 28.6 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.
- 28.7 GST liability, if any, on account of supply of free samples against any tender shall be to bidder's account.
- 28.8 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.
- 28.9 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.

- 28.10 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.
- 28.11 The Supplier of Goods / Services may note the Anti-profiteering Clause (Clause No. 12.5) of Part-I GCC and quote their prices accordingly.
- 28.12 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.

29.0 INTEGRITY PACT:

- 29.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide PART-VI of the Bid Document. The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the OIL's eportal. 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 Eportal 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.
- 29.2 OIL has appointed Shri Ram Phal Pawar, IPS (Retd.), Dr. Tejendra Mohan Bhasin, Former Vigilance Commissioner, CVC and Shri Ajit Mohan Sharan, IAS (Retd.), Former Secretary, Ministry of Ayush 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 E-mail: <u>rpawar61@hotmail.com</u>
 - b. Dr. Tejendra Mohan Bhasin, Former Vigilance Commissioner, CVC E-mail: <u>tmbhasin@gmail.com</u>
 - c. Shri Ajit Mohan Sharan, IAS (Retd.), Former Secretary, Ministry of Ayush E-mail: <u>ams057@gmail.com</u>

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.