

OIL INDIA LIMITED
RAJASTHAN FIELD
JODHPUR

AMENDMENT No. 1 Dated 06.01.2022
To TENDER No. CJI9259P22

- A. This amendment against Tender No. CJI9259P22 is issued to include PART-2 (BID EVALUATION CRITERIA) as per attached Annexure-I in the tender document.
- B. All other terms & Conditions remain unchanged.

PART-2

BID EVALUATION CRITERIA (BEC)

FOR MUD ENGINEERING AND DRILLING WASTE MANAGEMENT SERVICES

- A) BID REJECTION CRITERIA: The bid shall conform generally to the specifications and terms and conditions given in the bidding documents. Bids will be rejected in case 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 rejected.
- 1.0 TECHNICAL: Bidders must meet the following criteria:
- 1.1 Bidder: The Bidder must be incorporated in India and must maintain minimum 20% local content for the offered services. With regard to calculation of local content and submission of documents during bidding & execution of contracts, provision of Purchase Preference Policy (Linked with Local Content) 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.
- 1.1.1 Bidder can be any proprietorship firms, partnership firms, private limited companies, Public limited companies including PSUs, Consortium or incorporated Joint Venture (JV) meeting the Bid Evaluation Criteria as mentioned below.
- 1.2 Experience of Bidder:
- (i) The bidder should be in business of providing Mud Engineering services and Drilling Waste Management services in-house to E&P operators during past five (05) years reckoned from the original stipulated bid closing date of the tender. Drilling Waste Management Services, however, can be outsourced by the bidder through tie-up/consortium; but the outsourced party should have rendered Drilling Waste Management services for past Five (05) years reckoned from original stipulated bid closing date of the tender. The bidder should furnish documentary evidence including all information of one Contract/job carried out by them during the above period.
- (ii) Bidder should have provided Mud Engineering and Drilling Waste Management services for **minimum 5 (five) numbers of exploratory wells** in the past seven (7) years reckoned from the original stipulated bid closing date of the tender. The bidder is required to submit documentary evidence of such 5 (five) wells including but not limited to depth, mud system used in different stages, mud related down hole problems faced, if any, their solution etc.
- (iii) The bidder must have experience of providing mud engineering service using environment friendly mud system like K_2SO_4 -KOH-PHPA / Salt saturated

polymer, NDDF etc. for at least two (02) exploratory wells in past seven (07) years.

1.3 Experience of Bidder’s Personnel:

- (i) Deployment of competent personnel, as required for the service, should have minimum five (05) years of experience for lead mud engineer out of which at least three (03) years in handling mud system independently in exploratory wells and three (03) years for second mud engineer. Bidder to categorically confirm in their technical bid that the lead mud engineer shall have requisite experience as specified above, as on the date of their mobilization.
- (ii) Deployment of one (01) qualified waste management supervisor, as required for the service should have minimum five (05) years of experience in Drilling Waste Management (DWM) system. The DWM operators must have minimum three (03) years of experience in DWM systems. Bidder to categorically confirm in their technical bid that the waste management supervisor shall have requisite experience as specified above, as on the date of their mobilization.

1.4 Other Requirements:

- (i) The bidder should submit Mine Safety Data Sheet (MSDS) and specification of chemicals at the time of bid submission without which the bid will not be considered for bid evaluation.
- (ii) The bidder must submit the necessary certificates from competent authorities indicating the suitability of the use of their proposed equipment in oil well drilling sites/ hazardous area.
- (iii) The competent personnel deployed for Mud Engineering and Drilling Waste Management services should be fluent in English language, both written and spoken.
- (iv) All the documents, certificates, information in support of meeting above criteria must be submitted along with the Technical bid.

1.5 MOBILIZATION SCHEDULE: The bidder must be in a position to mobilize the services as under: -

| Particulars | Mobilization Time |
|---|---|
| Mobilization of tools, equipment, accessories, consumables & associated Services as per Scope of work | Within 90 days of Mobilization notice issued by Company |
| Mobilization of Contractor’s Personnel | Within 7 days of Mobilization notice issued by Company |
| Mobilization of tools, equipment, accessories, consumables & associated Services as per | Within 30 days of Mobilization notice issued by Company |

| | |
|---|---|
| Scope of work on Call Out. | |
| Interim remobilization of tools, equipment, accessories, consumables & associated Services as per Scope of Work | Within 30 days of Mobilization notice issued by Company |

- 1.6 **Indian Joint Venture Company as bidder:** In case the bidder is bidding through a Joint Venture, then either the Indian bidder or its Joint Venture partner must meet the criteria under clause **1.2 & 1.3** above. The Joint Venture shall maintain minimum 20% local content as mentioned in clause 1.1 above.
- 1.6.1 Indian bidders quoting based on joint venture, shall submit a Memorandum of Association (MOA) with their joint venture partner clearly indicating their roles and responsibilities under the scope of work, which shall also be addressed to OIL and remain valid and binding throughout the contract period, including extension if any.
- 1.7 **Indian Joint Venture Companies:** Indian bidders whose proposal for joint venture involves foreign equity participation or payment of royalty and / or lump sum for technical know-how and wherever Govt. approval is necessary, are required to submit copy of Govt. approval, on their application submitted to SIA (Secretariat for Industrial Assistance), prior to the date of price bid opening. Bidder must submit along with their technical bid Memorandum of Understanding (MOU)/Agreement with their Joint venture partner (in case of Joint venture) clearly indicating their roles & responsibilities under the scope of work.
- 1.7.1 MOU/Agreement concluded by the bidder with joint venture partner (in case of Joint Venture), must also be addressed to the Company, clearly stating that the MOU Agreement is applicable to this tender and shall be binding on them for the entire contract period. Notwithstanding the MOU/Agreement, the responsibility of completion of job under this contract will be with the bidder.
- 1.7.2 The MOU/Agreement should be legally valid i.e. it should be on a non-judicial stamp paper and notarized. In case of involvement of overseas partners/members, the MOU / Agreement should be notarised / endorsed by Indian Embassy.
- 1.8 **Bidding Through Technical Collaboration:** In case, the Bidder is an Indian Company bidding through technical collaboration, the bidder should meet the experience criteria as per clause 1.2 & 1.3 above. The Indian Bidder shall maintain minimum 20% local content as mentioned in clause 1.1 above.
- 1.8.1 Also, in case the Indian Company does not meet the minimum experience criteria as per para (i) of (iv) of clause 1.2 & 1.3 above, they may also submit the bid on the strength of Technical Collaborator (in case of technical collaboration). However, Technical collaborator at its own shall meet the laid down experience criteria and not based on collaboration with some other firm(s). Also, the Indian company (in case of technical collaboration) must meet the financial criteria under Clause No. 2.1 and 2.2 below.

- 1.8.2 Indian bidders quoting based on technical collaboration, shall submit a Memorandum of Understanding (MOU) with their technical collaborator clearly indicating their roles and responsibilities under the scope of work, which shall also be addressed to OIL and remain valid and binding throughout the contract period, including extension if any.
- 1.9 **Bidder as a Consortium:** In case the Bidder is a Consortium of Companies (leader of the consortium should be incorporated in India and the Consortium shall maintain minimum 20% local content as mentioned above. The following requirements must be satisfied by the Bidder:
- (a) The leader of the Consortium must submit bid on behalf of consortium of Bidders. Memorandum of Understanding (MOU) between the Consortium members duly executed by the CEO/Authorized person and certified by the competent authority of the respective organization of the consortium members and notarized, must accompany the bid which should clearly define role/scope of work of each partner/member and should clearly define the leader of consortium and also authorize the leader for signing and submission bid on their behalf. Memorandum of Understanding (MOU) must also state that all the members of consortium shall be jointly and severally responsible for discharging all obligations under the Contract. However, the Leader of the Consortium must submit an undertaking along with the technical bid towards unconditional acceptance of full responsibility for executing the “Scope of Work” of this bid document. In case of award, such MOU shall be kept valid through the entire contract period, including extensions, if any. The following provisions should also be incorporated in the MOU executed by the members of the Consortium.
 - (b) Only the Leader of the consortium should register in the e-tender portal and submit bid on behalf of the Consortium. The other members of the Consortium shall ratify all the acts and decisions of the Leader of Consortium, which are taken in connection with and/or during the evaluation of the tender and execution of the contract.
 - (c) The Bid Security undertaking shall be in the name of the Leader of the consortium on behalf of consortium with specific reference to consortium bid and with name(s) & address(es) of Consortium members. Similarly, the Performance Security shall be in the name of the Leader on behalf of the Consortium.
 - (d) The leader of the Consortium on behalf of the Consortium shall coordinate with OIL during the period the bid is under evaluation, as well as, during the execution of works, in the event contract is awarded and he shall also be responsible for resolving dispute/ misunderstanding/undefined activities, if any, amongst all the Consortium members.
 - (e) Any correspondence exchanged with the leader of consortium shall be binding on all the consortium members.

- (f) Payment shall be made by OIL only to the leader of the consortium towards fulfilment of contract obligations.
- (g) In case of Consortium bids, the bid shall be digitally signed by the authorized representative of the leader of Consortium. The Power of Attorney from each member authorizing the leader for signing and submission of Bid on behalf of individual member must accompany the bid offer.
- (h) Documents/details pertaining to qualification of the BIDDER must be furnished by each partner/ member of consortium complete in all respects along with the bid clearly bringing up their experience especially in the form of work in their scope.
- (i) **Constitution of Consortium:** If during evaluation of bid, a consortium leader proposes any alterations/ changes in the constitution or replacement or inclusion or expulsion of any partner(s)/ member(s) of the consortium which had originally submitted the bid, to drive some advantages/benefits based on any development(s) having come to his knowledge at any time, the bid of such a consortium shall be liable for rejection.
- (j) **Signing of Contract:** In the event of award of contract to the consortium, the contract to be signed by all the members of the consortium and the liability of each one of them shall be jointly and severely.
- (k) Members of the consortium are not allowed to quote separately/independently against this tender. All the bids received in such case will be summarily rejected. Further, all bids from parties with technical support from the same Principal / Subsidiary / Co-subsubsidiary / Sister subsidiary will be rejected.
- (l) Certified copies (attested by Director/Company Secretary) of Board resolutions passed by respective Board of Directors of the companies (Consortium leader and members) agreeing to entering into such consortium with each other for submission of bid for the NIT and authorizing designated executives of each company to sign in the MOU to be provided along with the technical bid.
- (m) The consortium partners should satisfy the experience criteria as per Clause 1.3 above in their respective domain.
- (n) The MOU / Agreement should be legally valid i.e., it should be on a non-judicial stamp paper and notarized.

- 1 **Eligibility criteria in case Bid is submitted on the basis of the Technical Experience of the Parent/Subsidiary Company:** Offers of those bidders who themselves do not meet experience criteria as stipulated in clause 1.2 & 1.3 above can also be considered provided the bidder is a 100% subsidiary company of the parent company (Supporting Company) which meets the above mentioned experience criteria or the parent company can also be considered on the strength of its 100% subsidiary company (Supporting Company). However, the parent/subsidiary company (Supporting Company) of the bidder should on its

own meet the technical experience as aforesaid and should not rely on its sister subsidiary/co-subsidiary company or through any other arrangement like technical collaboration etc. In that case, as the subsidiary company is dependent upon the technical experience of the parent company or vice-versa, with a view to ensure commitment and involvement of the parent/subsidiary company for successful execution of the contract, the participating bidder must enclose an agreement, as per format furnished vide Attachment-I, between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee, as per format furnished vide Attachment-II, from the parent/subsidiary company to OIL for fulfilling the obligations under the agreement, along with the technical bid.

- 2 **Eligibility criteria in case Bid is submitted on the basis of the Technical Experience of Sister Subsidiary/Co-Subsidiary Company:** Offers of those bidders who themselves do not meet the technical experience criteria stipulated in clause 1.2 & 1.3 above can also be considered based on the experience of their Sister Subsidiary/Co-Subsidiary company within the ultimate parent/holding company subject to meeting the following conditions:
- (a) Provided that the sister subsidiary/co-subsidiary company and the bidding company are both 100% subsidiaries of an ultimate parent/holding company either directly or through intermediate 100% subsidiaries of the ultimate parent/holding company or through any other 100% subsidiary company within the ultimate parent/holding company. Documentary evidence to this effect to be submitted by the ultimate parent/holding company along with the technical bid.
 - (b) Provided that the sister subsidiary/co-subsidiary company on its own meets the technical experience criteria laid down in clause 1.2 & 1.3 above and not through any other arrangement like technical collaboration etc.
 - (c) Provided that with a view to ensure commitment and involvement of the ultimate parent/holding company for successful execution of the contract, the participating bidder must submit an agreement, as per format furnished vide Attachment-III, between them, their ultimate parent/holding company, along with the technical bid.
 - (d) In the situations mentioned in clauses 1.13 and 1.14, following conditions are required to be fulfilled/documents to be submitted:
 - i) Undertaking by Supporting Company to provide a Performance Security (as per format and instructions enclosed at Proforma-P), equivalent to 50% of the value of the Performance Security which is to be submitted by the bidding company, in case the supported bidding company is the successful bidder. In cases where foreign based ultimate parent does not have Permanent Establishment in India, the bidding company can furnish Performance Security for an amount which is sum of Performance Security amount to be submitted by the bidder and additional 50% Performance Security amount required to be submitted by the ultimate parent. In such case bidding company shall furnish an undertaking that their foreign based ultimate parent is not having any Permanent Establishment in India in terms of Income Tax Act of India.
 - ii) Undertaking from the supporting company to the effect that in addition to invoking the Performance Security submitted by the contractor, the Performance

Security provided by supporting company shall be invoked by OIL due to non-performance of the contractor.

Note: In case Supporting Company fails to submit Performance Bank Guarantee per 1.11(d)(i) above, action shall be taken on the bidder as per clause 3.3 of Commercial criteria.

3 Any party who is extending support by way of entering into consortium /Joint Venture agreement with another party shall not be allowed to submit an independent Bid against this tender. Under such situation both the Bids shall be rejected. Further, all Bids from parties with technical collaboration support from the same principal against this tender shall be rejected.

2.0 **FINANCIAL CRITERIA :**

2.1 Annual Financial Turnover of the Bidder during any of preceding three financial/ accounting years from the original bid closing date should be at least **INR 16.11 Cr.**

2.2 "**Net Worth**" of the Bidder should be positive for the preceding financial/ accounting year.

2.3 Documentary evidence in the form of Audited Balance Sheet and Profit & Loss Account for the preceding 03(three) financial/accounting years should be submitted along with the technical bid.

Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months / within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) 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 (as the case may be) has actually not been audited so far***".

Notes :

(a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid:-

i) A certificate issued by a practicing Chartered Accountant (with Membership Number, Firm Registration Number and UDIN (Unique Document Identification Number)), certifying the Annual turnover & Net worth as per format prescribed in Proforma-N.

OR

ii) Audited Balance Sheet along with Profit & Loss account. In case of foreign Bidders, self-attested/ digitally signed printed published accounts are also

acceptable.

- b) In case the Bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, Bidder to provide documentary evidence for the same.
- 2.4 In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR, the Bidder shall have to convert the figures in equivalent INR considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA Certificate is to be submitted by the Bidder regarding converted figures in equivalent INR.
- 2.5 In case the Bidder is subsidiary company (should be a wholly owned subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits his bid based on the strength of his parent/ultimate parent/holding company, then following documents need to be submitted.
- i) Turnover of the parent/ultimate parent/holding company should be in line with Para 2.1 above.
 - ii) Net Worth of the parent/ultimate parent/holding company should be positive.
 - iii) Corporate Guarantee (as per Attachment-IV) on parent/ultimate parent/holding company's company letter head signed by an authorised official undertaking that they would financially support their wholly owned subsidiary company for executing the project/job in case the same is awarded to them.
 - iv) Document of subsidiary company towards wholly owned subsidiary of the parent/ultimate parent/holding company.
- 2.6 In case, the Bidder is a consortium of companies, at least one member of the consortium to meet the financial turnover criteria vide para 2.1 above. The other members of consortium should meet minimum turnover of atleast **INR 8.06 Cr.** in any of the preceding 3 financial years.

3.0 COMMERCIAL CRITERIA

The following vital commercial criteria should be strictly complied with failing which the bid will be rejected:

- 3.1 Bids shall be submitted under single stage two Bid system i.e. Technical Bid and Priced Bid separately in the OIL's e-Tender portal. The Technical Bid is to be uploaded as per Scope of Work & Technical Specification of the tender in "Technical RFX Response" Tab and Priced Bid as per **Proforma-B** uploaded in the "Notes & Attachments" Tab. Bids shall be rejected outright if the prices are

indicated in the technical bids. Bids not conforming to this two bid system shall be **rejected outright**.

- 3.2 Bidder shall offer firm prices. Price quoted by the successful Bidder must remain firm during the execution of the contract and not subject to variation on any account.
- 3.3 Bids with shorter validity i.e. less than 120 days from the bid closing date shall be rejected as being non-responsive.
- 3.4 No bid security shall be applicable against this tender. Instead of bid security, all the bidders are required to sign a Bid Security Declaration (Proforma-S) accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or submit the performance security (including performance security by supporting company, in case applicable) before the deadline defined in the NIT, they will be suspended for a period of two years. This suspension of two years shall be automatic without conducting any enquiry.
- 3.5 The Integrity Pact must be uploaded in OIL's E-Procurement portal 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. If any Bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.
- 3.6 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 3.7 Bids submitted after the Bid Closing Date and Time shall be rejected.
- 3.8 The bid documents are not transferable. Bids made by Bidders who have not been issued the bid documents from the Company shall be rejected.
- 3.9 Bids shall be typed or written in indelible ink and shall be digitally signed by the Bidder or his authorized representative.
- 3.10 Bids shall contain no interlineations, erasures or over writing except as necessary to correct errors made by Bidders, in which case such corrections shall be initialed by the person(s) signing the bid.
- 3.11 Bidders must quote rates in accordance with the price schedule outlined in **PRICE BID FORMAT (Proforma-B)**; otherwise the Bid will be rejected. However, if no charge is involved for any of the work/item, '**NIL**' should be mentioned against such part of work. If any item in the Price Bid Format is left blank, then it will be construed that for that item bidder has quoted rate as "0". However, if a bidder indicates that they are not quoting for all the items then their offer will be rejected.
- 3.12 Any Bid containing false statement shall be rejected.

- 3.13 Bidder shall bear, within their quoted rates, all the taxes and duties including the personal tax as applicable in respect of their personnel and sub-contractor's personnel, arising out of execution of the contract. Also, the Corporate Tax as applicable on the income from the contract will be to Contractor's account. However, their rates will be exclusive of GST and same has to be quoted in the space provided in the Price Bid Format.
- 3.14 Bidders shall quote directly and not through their Agent/ Representative/Retainer/Associate in India. Bids submitted by Indian Agent/ Representative/Retainer/Associate on behalf of their foreign principals will not be considered and will be rejected straightway. One Indian Agent/Representative/Retainer/Associate cannot represent more than one foreign principal.
- 3.15 Bidder must comply to clause no. 39.0 (Independent Inspection of Bid Documents) of Part-1, Instruction to Bidders failing which their offer shall be summarily rejected.
- 3.16 There must be no exception to the following Clauses including sub-clauses, otherwise the Bid will be rejected:
- i) Performance Guarantee Clause
 - ii) Force Majeure Clause
 - iii) Tax Liabilities Clause
 - iv) Arbitration Clause
 - v) Acceptance of Jurisdiction and Applicable Law
 - vi) Liquidated damage and penalty clause
 - vii) Safety & Labor Law
 - viii) Termination Clause
 - ix) Integrity Pact
 - x) Withholding Clause
- 3.17 **Customs duty:** The Services under the contract shall be carried out in PML and OALP blocks of OIL, thus, customs duty is not payable on items imported for execution of the contract. The Bidder should take note of this while submitting bid against the tender.

4.0 GENERAL

- 4.1 The compliance statement (enclosed **Proforma-D**) should be digitally signed and uploaded along with the technical bid (un-priced). The compliance Statement (**Proforma-D**) clearly indicating "**NIL Exception/Deviation**" to Tender clauses should be uploaded along with the Technical bid.
- 4.2 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 also and such clarifications fulfilling the BEC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.

- 4.3 If any clauses in the BEC contradict clauses elsewhere in the Bid Document, then the clauses in the BEC shall prevail.
- 4.4 The Company reserves the right to cancel/withdraw the tender or annul the bidding process at any time prior to award of contract, without thereby incurring any liability to the bidders or any obligation to inform the bidders of the grounds of Company's action.
- 4.5 Bid involving a party in any form whose name is appearing in the prevailing list of banned/blacklisted vendors of OIL INDIA LIMITED shall be rejected outright.
- 4.6 Arithmetical errors, if any, in the price bids will be rectified on the following basis. "If there is a discrepancy between the Unit Rate and Total Amount (that is obtained by multiplying Unit Rate with Quantity), the unit rate shall prevail and the total amount shall be corrected accordingly. Similarly, if there is a discrepancy between words and figures, the amount quoted in words will prevail. If there is discrepancy between the percentage terms and calculated amount, the amount will be rectified by re-calculating the amount as per the percentage terms. Any bidder who does not accept the said correction procedure, their bid will be rejected."
- 4.7 **Goods & Service Tax:** The bidder is to quote the rates/prices inclusive of all statutory liabilities, except the Goods & Service Tax (GST). GST as applicable shall be extra to OIL's account limiting to the rate quoted by the bidder until any statutory change takes place. However, the liability of payment of GST will rest on the Contractor.
- 4.8 For conversion of foreign currency into Indian currency for evaluation of Bids, Bill selling Card rate declared by State Bank of India, one day prior to the date of Priced Bid opening shall be considered. However, if the time lag between the opening of the bids and final decision exceeds 3 (three) months, then Bill Selling Card rate declared by SBI on the date prior to the date of final decision shall be adopted for conversion and evaluation.
- 4.9 **Purchase Preference for Micro & Small Enterprise:** Purchase Preference to MSE bidders is applicable against this tender and shall be evaluated as mentioned under clause no. 41.0 of Part-I, Instruction to Bidders. Bidders to take note of the same and quote accordingly.
- 4.10 Provisions such as seeking support from another company by way of technical collaboration, submission of JV/ consortium bid, etc., wherever allowed in the tender document shall be available to all interested bidders including MSEs. In those scenarios, MSEs quoting on the strength of technical collaborators will be eligible for the benefits reserved for MSEs (i.e. exemption from payment of EMD and purchase preference). However, in case of submission of Consortium bids by MSEs, in order to avail the benefits reserved for MSEs (i.e. exemption from payment of EMD and purchase preference), the MSE bidder shall have to rely on their own strength or on the strength of another MSE only to meet the various tender requirement including technical and financial evaluation criteria. In that case all the members of the Consortium including the leader of the Consortium

should be the eligible MSEs. Further, in case of bid from incorporated JVC, in order to avail the above MSE benefits, the bidder i.e. JVC shall have to be MSE.

- 4.11 **Purchase Preference Policy (Linked with Local Content) (PP-LC):** Purchase Preference Linked with Local Content to LC bidders is applicable against this tender and shall be evaluated as mentioned under clause no. 42.0 of Part-I, Instruction to Bidders. Bidders to take note of the same and quote accordingly.
- 4.12 Where both MSE and PPLC bidder(s) are entitled to Purchase Preference and neither of them is L-1, eligible MSE(s) (in order of ranking among MSEs) shall get preference over eligible PPLC bidder(s) to match their rates with that of L-1 bidder for award of contract. However, if eligible MSE(s) decline(s) to match down the price, then the eligible PPLC bidder(s) in order of ranking among themselves shall be given the opportunity to match down its price to the price of L-1 bidder for award of contract.
- 4.13 Where MSE is already L-1 in the tender evaluation, contract for L-1 portion shall be straightway awarded to MSE, without considering any Purchase Preference for PPLC bidder.
- 4.14 In case of participation of MSE and LC vendor against the tender, MSE vendor will be given preference over LC bidder to match with L1 bidder as per Public Procurement Policy. MSE vendor will be evaluated with 15% PP and LC vendor will be evaluated with 20% PP as MSE vendor does not have Local Content conditions as per Public Procurement Policy and the PP-LC policy is not applicable for DMEP and MSME.
- 4.15 Tenders involving eligible/qualified MSME Vendors as well as LC Vendors, preference regarding placement of order shall be accorded to MSME Vendors in line with Public Procurement Policy over PP-LC Policy.
- 4.16 In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs-Order 2012, then the bidder must categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy.
- 4.17 The quantities shown against each item in the “Price Bid Format (i.e. in Proforma-B)” are tentative quantities and shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days/parameters for various operations are only for the purpose of evaluation of the bid and the Contractor shall be paid on the basis of actual quantum of jobs carried out during job execution. However, execution of jobs in excess of the quantity mentioned herein requires Company’s prior approval.
- 4.18 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Commercial Bids shall be evaluated taking into account the rates quoted in the PRICE BID FORMAT as per Proforma – B.
- 4.19 Quoted rates must be in compliance to following stipulations:

- (i) Total Mobilization Charges (Sum of Serial no 1, 6,11,16,20,24 & 28 of price bid) quoted should not exceed 3% of the sub-total contract value (Total of Table A & Table B of price bid).
- (ii) Total Demobilization Charges (Sl. No 2 ,7,12, 17,21,25,29 of price bid) quoted should not be less than **2%** of the sub-total contract value (Total of Table A & Table B of price bid).
- (iii) Standby Day Rate should not be more than 80% of the corresponding Operating Day Rate.

Notes :

- (i) Bidders are advised to quote the most competitive price against these services.
- ii) Bidders to declare the information as requested vide Proforma-A against each of the items to be imported.
