

Bid Corrigendum

GEM/2022/B/2836159-C3

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

Buyer Added Bid Specific Additional Terms and Conditions

1. OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
2. Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)
3. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.
4. Buyer uploaded ATC document [Click here to view the file](#).

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.

14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

[This Bid is also governed by the General Terms and Conditions](#)

**(TO BE EXECUTED BY THE AUTHORIZED SIGNATORY OF THE BIDDER ON
THE OFFICIAL LETTER HEAD OF THE BIDDER)**

CERTIFICATE OF COMPLIANCE TO FINANCIAL CRITERIA

Ref.: Clause 2.0 of Financial Evaluation Criteria of BEC /PQC

I _____ the authorized signatory(s) of
_____ (Company or Firm name with address)
do hereby solemnly affirm and declare/ undertake as under:

**The balance sheet / Financial Statements for the financial year _____
have actually not been audited as on the Original Bid Closing Date.**

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

Note: This certificate is to be issued only considering the time required for preparation of Financial Statements i.e., if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the Original Bid Closing Date.

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY CONCERN

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

YEAR	TURN OVER In INR(Rs)Crores/Lakhs	NET WORTH In INR(Rs)Crores/ Lakhs

Place:

Date:

Seal:

Membership No:

Registration Code:

Signature:

Proforma –A

BID SECURING DECLARATION
(to be submitted on Bidders's letter head)

Ref. No _____

Date _____

Ref: Your tender No.

Dated _____

TO
GM (C&P)
Contracts & Purchase Department
Oil India Ltd., Rajasthan Field
Jodhpur-342005
Rajasthan, India

Sir,

I/We declare that if I/we withdraw or modify the Bid during the period of validity, or if I/We are awarded the contract and I/We fail to sign the contract, or to submit a performance security before the deadline defined in the NIT/ Purchase order, then I/we will be put on suspension by OIL for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.

Yours faithfully,

For (type name of the firm here)

Signature of Authorised

Signatory Name:

Designation:

Date:

(Affix Seal of the Organization here, if applicable)

PROFORMA-B**COMMERCIAL CHECK LIST**

THE CHECK LIST MUST BE COMPLETED AND RETURNED WITH YOUR OFFER. PLEASE ENSURE THAT ALL THESE POINTS ARE COVERED IN YOUR OFFER. THESE WILL ENSURE THAT YOUR OFFER IS PROPERLY EVALUATED. PLEASE SELECT "Yes" OR "No" (WHEREVER APPLICABLE) TO THE FOLLOWING QUESTIONS, IN THE RIGHT-HAND COLUMN.

Sl. No.	REQUIREMENT	COMPLIANCE
1.0	Whether bid submitted under Single Stage Two Bid System?	Yes/ No
2.0	Whether bid Security declaration (Proforma-A) form is submitted along with technical bid?	Yes/ No
3.0	Whether quoted offer validity of 90 days from the date of closing of tender?	Yes/ No
4.0	Whether all BRC/BEC clauses accepted?	Yes/ No
5.0	Whether prices submitted as per Bidding format?	Yes/ No
6.0	Whether confirmed acceptance of tender Payment Terms?	Yes/ No
7.0	Whether confirmed to submit PBG as asked for in NIT?	Yes/ No
8.0	Whether agreed to submit Performance Security Deposit within 15 days of the issue of Letter of Award/order?	Yes/ No
9.0	Whether uploaded Integrity Pact duly filled & signed along with technical bid?	Yes/No
10.0	Whether quoted as per NIT (without any deviations)?	Yes/ No
11.1	Whether quoted any deviation (Proforma-C)?	Yes/ No
12.2	Whether deviation separately highlighted?	Yes/ No
13.0	Whether Mobilization and Completion period of contract is compiled?	Yes/ No
14.0	Confirm that you have submitted all documents as mentioned in the Tender/Annexures	Yes/ No
15.0	Confirm that all correspondence must be in English Language only.	Yes/ No

Offer ref Dated

STATEMENT OF COMPLIANCE
(Only exceptions/deviations to be rendered)

SECTION NO. (PAGE NO.)	CLAUSE NO. SUB-CLAUSE NO.	COMPLIANCE/ NON-COMPLIANCE	REMARKS

(Authorised Signatory)

Name of the Bidder:

NOTE : OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document, the same should be indicated here and put in their Bid. If the proforma is left blank, then it would be presumed that the bidder has not taken any exception/deviation to the terms and conditions of the bid document.

Proforma-D

Format of undertaking by Bidders towards submission of authentic
information/documents
(To be typed on the letter head of the bidder)

Ref. No _____

Date

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your Tender No.

Dated _____

To,
GM (C&P)
Contracts & Purchase Department
Oil India Ltd., Rajasthan Field
Jodhpur-342005
Rajasthan, India

Sir,

With reference to our quotation against your above-referred tender, we hereby undertake that no fraudulent information/documents have been submitted by us.

We take full responsibility for the submission of authentic information/documents against the above cited bid.

We also agree that, during any stage of the tender/contract agreement, in case any of the information/documents submitted by us are found to be false/forged/fraudulent, OIL has right to reject our bid at any stage including forfeiture of our EMD and/or PBG and/or cancel the award of contract and/or carry out any other penal action on us, as deemed fit.

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)*

(TO BE FURNISHED BY THE CONTRACTOR IN CASE OF SUBMITTING PERFORMANCE SECURITY IN THE FORM OF BANK GUARANTEE AFTER ISSUE OF LOA)

To,
M/s. OIL INDIA LIMITED,
C&P DEPARTMENT
JODHPUR, RAJASTHAN, INDIA, PIN – 342005

WHEREAS _____ (Name and address of Contractor) (hereinafter called “Contractor”) had undertaken, in pursuance of Contact No. _____ to execute (Name of Contract and Brief Description of the Work) _____ (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee as security for compliance with Contractor’s obligations in accordance with the Contract.

AND WHEREAS we (May incorporate the Bank Name) have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total of (Amount of Guarantee in figures) _____ (in words _____), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or arguments, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the _____ day of _____

The details of the Issuing Bank and Controlling Bank are as under:

A. Issuing Bank:
BANK FAX NO:
BANK EMAIL ID:
BANK TELEPHONE NO:
IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

Name of the Contract Person at the Controlling Office with Mobile No. and e-mail address:

Notwithstanding anything contained herein:

- a) Our liability under this Bank Guarantee shall be restricted up to Rs.....
- b) This guarantee shall be valid till
- c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before(Date of Expiry of BG PLUS one year claim period).
- d) At the end of the claim period that is on or after (Date of expiry of the Bank Guarantee Plus Minimum of 1 year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by Bank.

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS _____
Designation _____
Name of the Bank _____
Address _____

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

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

- (i) MT 760 / MT 760 COV for issuance of Bank Guarantee
- (ii) MT 760 / MT 767 COV for amendment of Bank Guarantee

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Jodhpur Branch, IFS Code - UTIB0000057, Swift Code: - AXISINBB057 Branch Address - AXIS Bank Ltd, Prince Tower, Near Jaljog Circle, Residency Road, Jodhpur- 342003

b. Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.

c. Further correspondence against BG towards Performance Security must contain the Contract Number.

PROFORMA-F

UNDERTAKING FOR LOCAL CONTENT
(To be submitted in the letter head of the bidder)

We, _____ (Name of the bidder) have submitted Bid against Gem bid No. _____ dated _____ for **‘HIRING SERVICES OF TRACTOR TRAILOR UNIT(S) OF VINTAGE NOT EARLIER THAN 01.01.2019 WITH DRIVER AND HELPER ON AS AND WHEN REQUIRED BASIS FOR A PERIOD OF FOUR YEARS’**. We hereby undertake that we meet the mandatory minimum local content requirement as mandated by Ministry of Petroleum and Natural Gas, Government of India vide Order no P-45021/2/2017-pp (BE-11) dated 16.09.2020 or notification No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26.04.2022 subject to revisions/amendments thereof. The percentage of Local Content is _____%

For and on behalf of _____
Authorized signatory _____
Name _____
Designation _____
Contact No. _____

PROFORMA-G

**TO
GM(C&P)
C&P DEPARTMENT
JODHPUR, RAJASTHAN,
INDIA, PIN – 342005**

Dear Sir,

SUB: 'HIRING SERVICES OF TRACTOR TRAILOR UNIT(S) OF VINTAGE NOT EARLIER THAN 01.01.2019 WITH DRIVER AND HELPER ON AS AND WHEN REQUIRED BASIS FOR A PERIOD OF FOUR YEARS'.

We _____ (Name of the bidder) have submitted bid against the subject tender. We are eligible and shall avail benefit of Purchase Preference under the policy (tick whichever applicable)

☐ PP: MSE

☐ PP: LC

Yours faithfully,

Signature: _____

Name & Designation _____

For & on behalf of _____

Proforma of Bank Guarantee towards Purchase Preference – Local Content

Ref. No. _____ Bank _____ Guarantee _____ No. _____

Dated _____

To
Oil India Limited

India

Dear Sirs,

1. In _____ consideration _____ of _____

_____ (hereinafter referred to as OIL, which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. _____ dated _____ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s _____ having its registered/head office at _____ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and OIL having agreed that the CONTRACTOR shall furnish to OIL a Bank guarantee for India Rupees/US\$ _____ for the faithful fulfillment of conditions pertaining to Local Content in accordance with the value mentioned in the certificate of Local Content submitted by the contractor for claiming purchase preference under the Purchase Preference Policy (linked with Local Content).

2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay to OIL immediately on first demand in writing any / all money to the extent of Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by OIL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other

authority and/or any other matter or thin whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by OIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operating against the bank.

3. The Bank also agrees that OIL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that OIL may have in relation to the CONTRACTOR's liabilities.
4. The Bank further agrees the OIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in OIL against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relived from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of OIL or any indulgence by OIL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of OIL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till OIL discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of OIL or that of the CONTRACTOR.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.
9. Notwithstanding anything contained herein above, out liability under this Guarantee is limited to Indian Rs./US\$(in figures) _____ (Indian Rupees/US Dollars (in words) _____) and our guarantee

shall remain in force until _____(indicate the date of expiry of bank guarantee).

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

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

WITNESS NO.1

(Signature)
Full name and official address
(in legible letters)
Stamp

(Signature)
Full name, designation and
address
(in legible letters)
With Bank

WITNESS NO.2

(Signature)
Full name and official address
(in legible letters)
Stamp

Attorney as per power of
Attorney No._____
Dated _____

AUTHORIZATION FOR ATTENDING BID OPENING

Date: _____

TO

GM (C&P)

Contracts & Purchase Department

Oil India Ltd., Rajasthan Field

Jodhpur-342005

Rajasthan, India

Sir,

Sub: OIL's Tender No.

We hereby authorize Mr. /Ms. _____ (Name and address) to be present at the time of Pre-Bid Meeting / Un-priced Bid Opening / Price Bid Opening and for any subsequent correspondence / communication of the above Tender due on _____ on our behalf.

Yours Faithfully,

Authorized Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

Note: This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person who signs the bid.

(FORMAT FOR COURT AFFIDAVIT)

NO OBJECTION CERTIFICATE

M/s_____ (Name and details address of the bidder) is bidding for OIL INDIA LIMITED (OIL)'s Tender No._____ for supply of readily available Tractor Trailer along with necessary fittings and registered on the date_____ bearing Regd. No._____ having minimum capacity of 20 MT respectively(registered after 01.01.2019) to be stationed at any place of OIL's operating areas in Rajasthan for a period of 04 (four) years on call-out basis with drivers and helpers.

I/We_____ (Name and address of the registered original owner of the offered Tractor Trailer s) the owner of _____ (Model and registration no. of the Tractor Trailer s) has no objection for _____ (name of the bidder) utilizing my/our Tractor Trailer s(tankers) for OIL INDIA LIMITED (OIL)'s services under contract regulations of the Company (OIL) arising out of Tender No._____ for the contractual period including extension period, if any. I/We further confirm that because of the above use of my /our Tractor Trailer s(tankers) in OIL's services by M/s_____ (name of the bidder), the company will not be having any obligation with me/us during or after the contractual period including extension period, if any.

Signature of Original/registered owner of the offered Tractor Trailer s(s). _____
Name of the Original/registered owner of the offered Tractor Trailer s(s). _____
Designation, if any. _____
Date. _____

Signed and sworn before me by the above-named owner on being identified by Sri. _____ Advocate, on. _____.

Magistrate

CHECKLIST FOR BEC/PQC

Proforma-J

Bidders to mark (√) **provided** or **not provided** whichever is applicable

Sl. No.	Description	Bidders Remarks (Complied / Not Complied / Deviation)	Reference File No. and Page No.	Name of File as uploaded in GeM-portal
<p style="text-align: center;"><u>BID EVALUATION CRITERIA (BEC)/BID REJECTION CRITERIA (BRC)/PQC</u></p> <p>The bid shall conform to the specifications and terms and conditions given in the Bidding Documents. Bids will be rejected in case material and 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.</p>				

1.0	<p><u>ELIGIBILITY CRITERIA:</u></p> <p><u>Clause No. 1.0 of BEC/PQC:</u></p> <p>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.</p> <p>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 dated 17.11.2020 by-MoPNG (including subsequent amendments thereof, if any) shall be applicable.</p> <p>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.</p> <p>Whether or not the bidders want to avail PP-LC benefit against this tender, it is mandatory for them to meet the following at the bidding stage:</p> <ul style="list-style-type: none"> (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-F from the authorised 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. 			
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	<u>2.0 TECHNICAL EVALUATION CRITERIA:</u>			
2.0	<u>Clause No. 2.1 of BEC/PQC:</u> The bidder should have experience of successfully executing at least one ‘SIMILAR WORK’ of minimum Rs. 61.06 Lakhs during last 7(seven) years to be reckoned from the original bid closing date with PSUs / Central Government / State Government Organization / Public Limited Company. The bidders shall provide necessary documentary evidence for the same while submitting their bid.			
3.0	<u>Clause No. 2.2 of BEC/PQC:</u> If the bidder is executing similar nature of service with PSUs / Central Government / State Government Organization / Public Limited Company and the service executed prior to original bid closing date is equal to or more than INR 61.06 Lakhs against a single Contract, then such experience will also be taken into consideration. The bidders shall provide necessary documentary evidence for the same while submitting their bid. Note to clause No.2.1 and 2.2 above: "Similar Work" means providing Services of Tractor-Trailers or other Transport Services involving Heavy Vehicles / Logistic equipment including Mobile Cranes having Gross Vehicle Weight not less than 12000 Kg.			
4.0	<u>Clause No. 2.3 of BEC/PQC:</u> For proof of requisite Experience (Clause No. 2.1 and 2.2), the copy of following documents must be submitted along with the bid: -			

	<p>a) Copy of Contract/Work order/LOA/LOI showing details of work.</p> <p>b) Copy of Completion Certificate OR Performance Certificate OR Experience Certificate OR Payment Certificate issued by the client against the contract/work order mentioned in Para a) above showing:</p> <p>(i) Gross value/quantity of job done (ii) Work order No. /Contract No. (iii) Nature of job done (iv) Contract period and date of completion</p>			
5.0	<p><u>Clause No. 2.4 of BEC/PQC:</u></p> <p>The bidder must undertake and confirm categorically that in the event of award of contract they would provide Minimum 20 MT Tractor Tractor on call out basis strictly as per the specifications provided under SCC (Special Conditions of Contract) within 48 hours of issue of written notice by OIL at Hamira Stores, Jaisalmer.</p>			
6.0	<p><u>Clause No. 2.5 of BEC/PQC:</u></p> <p><u>Vintage of Trailer(s):</u> The Tractor Trailer(s) to be deployed during the currency of the Contract for the services should not be registered before 01.01.2019. Bidder must submit an undertaking along with the Technical Bid in this regard.</p>			

7.0	<p><u>Clause No. 2.6 of BEC/PQC:</u></p> <p>In case of OIL contractors, copy of 'Certificate of Completion (COC)' OR 'Certificate of Payment (COP)' OR 'Service Entry Sheet (SES)' of jobs successfully executed during the last seven years from the original bid closing date, showing gross value of job done. It may be noted that simply mentioning of OIL Contract Number will be accepted.</p>			
8.0	<p><u>Clause No. 2.7 of BEC/PQC:</u></p> <p>The bidder should have an establishment/office in Jodhpur/Jaisalmer and must submit documentary evidence in support of the establishment/office. OR</p> <p>If the bidder doesn't have an establishment in Jodhpur/Jaisalmer, then the bidder has to submit an undertaking with their technical bid that on receipt of Letter of Award (LOA) they will open an office at Jodhpur/Jaisalmer within 30 days of receipt of LOA with proper communication set up otherwise their offer will not be considered for further evaluation and will be deemed as rejected.</p>			
9.0	<p><u>Clause No. 2.8 of BEC/PQC:</u></p> <p>Following work experience will also be taken into consideration: (i) If the prospective bidder has executed a contract in which similar work is also a component of the contract.</p>			

	<p>(ii) In case the start date of the requisite experience is beyond the prescribed 07 (seven) years reckoned from the original bid closing date, but completion is within the prescribed 07 (seven) years reckoned from the original bid closing date. Proof of work experience against Para 2.8 (i) and (ii) above, to satisfy a) similar work criteria b) minimum prescribed value/qty c) prescribed period of 07 years, to be submitted as below: The bidder must submit the breakup of similar work and its value/quantity executed within the prescribed period of 07 (Seven) years reckoned from the original bid closing date. The breakup must be certified by the end user, or a certificate issued by a practicing Chartered/Cost Accountant Firm (with Membership Number & Firm Registration Number).</p> <p>Note:</p> <ul style="list-style-type: none"> a) Experience of executing similar work through ‘sub-contracting’ shall not be considered for evaluation. b) SIMILAR work executed by a bidder for its own organization/Technical Collaborator /subsidiary/Joint Venture/ Co subsidiary/ Sister Subsidiary/ MOU cannot be considered as experience for the purpose of meeting BEC. c) Bidders submitting their bid based on the experience of their Technical Collaborator/Joint Venture/ Parent/ Subsidiary/ Co subsidiary/ Sister Subsidiary/ MOU with another party shall not be 			
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	<p>considered. Bids from ‘Consortium of Companies’ shall also not be considered.</p> <p>d) Only Letter of Intent (LOI)/Letter of Award (LOA)/ Contract Copy, or Work Order(s) shall not be accepted as evidence i.e., mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of value/volume, as stipulated respectively under Clause Nos. 2.0 will only be treated as acceptable experience.</p>			
	<u>3.0 FINANCIAL EVALUATION CRITERIA:</u>			
1.0	<p><u>Clause No. 3.1 of BEC/PQC:</u></p> <p>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 61.06 lakhs.</p>			
2.0	<p><u>Clause No. 3.2 of BEC/PQC:</u></p> <p>Net worth of bidder must be positive for preceding financial/ accounting year.</p> <p>Notes:</p> <p>a) For proof of Annual Turnover & Net worth any one of the following documents must be submitted along with the bid: -</p> <p>i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per</p>			

	<p>format prescribed in <u>ANNEXURE for CA certificate.</u></p> <p>OR</p> <p>ii) Audited Balance Sheet along with Profit & Loss account.</p> <p>Note:</p> <ul style="list-style-type: none"> • Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019, by Chartered Accountant in Practice. • 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. <p>b) 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</p>			
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	financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per ANNEXURE-I.			
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Commercial:	
SPECIAL NOTES:	Bidder's Comments / Remarks
Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide office memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020(order- Public Procurement no.1) has proclaimed the insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 w.e.f. 23rd July, 2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence of India on matters directly or indirectly related thereto including national security. Bidders are requested to take note of the office memorandum and submit their offers accordingly, wherever applicable.	
<u>APPLICABILITY OF BANNING POLICY OF OIL INDIA LIMITED:</u>	
Banning Policy dated 6th January, 2017 as uploaded in OIL's website and revised guidelines of banning/debarment vide OM no. F.1/20/2018-PPD dated 02.11.2021 issued by Department of Expenditure, Ministry of Finance, Govt of India will be applicable against the tender (and order in case of award) to deal with any agency (bidder/contractor/supplier/ vendor/service provider) who commits deception, default, fraud or indulged in other misconduct of whatsoever nature in the tendering process and/or order execution processes. The bidders who are on Holiday/Banning/Suspension list of OIL on due date of submission of bid/ during the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening/evaluation/award. If the bidding documents were issued inadvertently/downloaded from website, the offers submitted by such bidders shall also not be considered for bid opening/evaluation/ Award of Work.	
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 tender Documents through issuance of Corrigendum(s)/Addendum(s). Bidders are expected to take the Corrigendum(s)/ Addendum(s) into account in preparation and submission	

<p>of their bid. No separate intimation for Corrigendum(s)/Addendum(s) published by OIL shall be sent to the Bidders.</p>	
<p><u>INTEGRITY PACT:</u></p> <p>a) The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed in 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 technical 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. If any bidder refuses to sign Integrity Pact or declines to submit Integrity Pact with the offer, their bid shall be rejected straightway.</p> <p>1. Shri Sutanu Behuria, IAS (Retd.), Ex-Secretary, Dept. of Heavy Industry, Ministry of Heavy Industries and Public Enterprises. E-mail ID: sutanu2911@gmail.com</p> <p>2. Shri Dr. Tejendra Mohan Bhasin, Former Vigilance Commissioner, CVC E-mail ID: tmbhasin@gmail.com</p> <p>3. Shri Om Prakash Singh, IPS (Retd.), Former DGP, Uttar Pradesh E-mail ID: ops2020@rediffmail.com</p> <p>b) In case of joint venture, all the partners of Joint venture should sign the Integrity Pact.</p> <p>c) In event of any dispute between Management and contractor relating to those contract where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute</p>	

<p>through mediation before the panel of IEMs in time bound manner. If required, organization may adopt any mediation rules for this purpose. In case dispute remain unresolved even after mediation by the panel of IEM's, organization may take further action as per the terms and condition of the contract.</p>	
<p><u>Financing of trade receivables of Micro and Small Enterprises (MSEs) through Trade Receivables Discounting System (TReDS) platform:</u></p> <p>Based on the initiatives of Government of India to help MSE vendors get immediate access to liquid fund based on Buyers credit rating by discounting, OIL has registered itself on TReDS platform with M/s RXIL and M/s A TREDs Ltd. (Invoice Mart). MSE vendors can avail this benefit by registering themselves with any of the exchanges providing e-discounting / electronic factoring services on TReDS platform and following the procedures defined therein, provided OIL is also participating in such TReDS Platform as a Buyer.</p> <p>(i) MSE Vendor should be aware that all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor.</p> <p>(ii) MSE Vendor hereby agrees to indemnify, hold harmless and keep OIL and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TReDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.</p> <p>(iii) OIL shall not be liable for any special, indirect, punitive, incidental, or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.</p>	

<p>Note:</p> <p>(i) Buyer means OIL who has placed Purchase Order/ Contract on a MSE Vendor (Seller).</p> <p>(ii) Seller means a MSE vendor, who has been awarded Purchase Order/ Contract by OIL (Buyer).</p>	
<p><u>PERFORMANCE SECURITY:</u> Successful bidder shall be required to furnish a Performance Security equivalent to three (3%) percent of total evaluated value of Order within 30 days of receipt of LOI/notification of award. The Performance Bank Guarantee must remain valid throughout the period of execution, including extension if any. Non-submission of Performance Security as above by the successful Bidder shall lead to cancellation/termination of award including forfeiture of their Bid Security, besides other penal actions as per OIL's Banning Policy. Bidders should undertake in their bids to submit Performance Security as stated above</p>	
