

**Bid Document/ बिड दस्तावेज़**

Bid Details/बिड विवरण	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	09-03-2023 11:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	09-03-2023 11:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	65 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Ministry Of Petroleum And Natural Gas
<b>Department Name/विभाग का नाम</b>	Oil India Limited
<b>Organisation Name/संगठन का नाम</b>	Oil India Limited
<b>Office Name/कार्यालय का नाम</b>	Oil India Limited
<b>Total Quantity/कुल मात्रा</b>	2
<b>Item Category/मद केटेगरी</b>	electronic total station (Q3)
<b>MSE Exemption for Years of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover</b>	No
<b>Startup Exemption for Years of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover</b>	No
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC), Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	5 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No

**Bid Details/बिड विवरण**

<b>Payment Timelines</b>	Payments shall be made to the Seller within <b>21</b> days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation

**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	ICICI
EMD Amount/ईएमडी राशि	28242

**ePBG Detail/ईपीबीजी विवरण**

Advisory Bank	ICICI
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	22

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

**Beneficiary/लाभार्थी :**

GM-F&A

Oil India Limited, OIL INDIA Limited, OIL INDIA Limited, Ministry of Petroleum and Natural Gas  
(S S Dash)

**Splitting/विभाजन**

Bid splitting not applied.

**MII Purchase Preference/एमआईआई खरीद वरीयता**

MII Purchase Preference/एमआईआई खरीद वरीयता	No
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**Details of the Competent Authority for MII**

Name of Competent Authority	PANCHALI THAKURIA
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Designation of Competent Authority	CMM
Office / Department / Division of Competent Authority	MATERIALS DEPARTMENT
CA Approval Number	1424121
Competent Authority Approval Date	16-02-2023
Brief Description of the Approval Granted by Competent Authority	This is to certify that Oil India Limited is a Central Public Sector Enterprises under the Ministry of Petroleum and Natural Gas (MOPNG) and are engaged in oil & gas exploration and production activities. Oil India Limited has adopted Purchase Preference policy linked with Local Content issued by MOPNG vide notification no. FP-20013/2/2017-FP-PNG dated 17.11.2020 and the original policy was approved by the Cabinet. This policy is applicable for tender value more than Rs. 1 Crore to treat the local supplier as Class I, Class II and Non Local Supplier and to extend the benefit of purchase preference accordingly as per policy. Since, the estimated value of the subject tender is less than Rs. 1 Crore, no Purchase Preference Policy shall be applicable against this tender

Competent Authority Approval for not opting Make In India Preference : [View Document](#)

#### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 100%(selected by Buyer) percentage of total QUANTITY.

#### Electronic Total Station ( 2 pieces )

Brand Type/ब्रांड का प्रकार	Registered Brand
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#### Technical Specifications/तकनीकी विशिष्टियाँ

\* [As per GeM Category Specification/जेम कटेगरी विशिष्टि के अनुसार](#)

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
ANGULAR MEASUREMENT	Angle Measurement Accuracy	0.5, 1, 1.5, 2, 3, 4, 5, 0.2 Or lower

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	Display resolution / Least Count	0.05, 0.1, 0.15, 0.2, 0.25, 0.3, 4, 0.5, 0.6, 0.7, 0.8, 0.9, 1, 1.5, 2 Or lower
	Compensation	Dual Axis, Triple Axis, Quadruple Axis
	Compensator Setting Accuracy	0.5, 1, 1.5, 2 Or lower
DISTANCE MEASUREMENT	Distance Measurement with Reflector Prism with Single Prism	2000, 2500, 3000, 3500, 4000, 4500, 5000, 5500, 6000 Or higher
	Distance Measurement without Reflector Prism	250, 300, 350, 400, 450, 500, 600, 200 Or higher
	Typical Measurement time	0.1 - 2
TELESCOPE	Resolving power	0 - 3
	Minimum Focus Distance	0 - 2
PLUMMET	Plummet Type	Optical, Laser Based
DATA STORAGE / INTERFACE / KEYBOARD AND DISPLAY	Data storage- Internal Memory	0.25, 0.5, 1, 2, 3, 4, 8 Or higher
SOFTWARE CHARACTERSTICS	Operating System	Windows Based, Linux Based, Window CE 6 or Better, Window CE 7 or Better, Android Based
PHYSICAL CHARACTERSTICS	Capability to track the location of instrument (GPS)	Yes, No
POWER SUPPLY	Battery Operating time (Backup Time)	8, 10, 12, 16, 20, 24, 30 Or higher
WARRANTY	Warranty	1, 2, 3, 4, 5, 6 Or higher

#### Additional Specification Parameters - Electronic Total Station ( 2 pieces )

Specification Parameter Name	Bid Requirement (Allowed Values)
1) TELESCOPE : a) Magnification : 30x b) Objective / Effective aperture: 40mm - 45mm c) Shortest sighting distance : Less than 1.7m d) Resolving Power: 3.0" e) Image : Erect f) Field of view : 1°20#	As mentioned in Specification

Specification Parameter Name	Bid Requirement (Allowed Values)
2) ANGLE MEASUREMENT : a) Accuracy (Horizontal & Vertical) : 1# b) Display, Least Count : 0.1# c) Measurement Method : Absolute encoder d) Detection Method: Vertical / Horizontal angle- 2 sides	As mentioned in Specification
3) DISTANCE MEASUREMENT : a) Reflectorless : 2m to 500m b) Range under average atmospheric condition : i) With one circular prism : 3000m ii) With reflector tape : 800m	As mentioned in Specification
3) DISTANCE MEASUREMENT : c) Accuracy : i) Prism mode : $\pm(2+2\text{ppm} \times D)\text{mm}$ ii) Reflectorless mode : $\pm(5+2\text{ppm} \times D)\text{mm}$ d) Measuring Time : i) Prism mode : 1.7# ii) Reflectorless mode : 2.1# e) Least Count : 0.1mm (Fine mode), 1mm (Normal mode)	As mentioned in Specification
4) KEYBOARD AND DISPLAY : a) Colour TFT/LCD display (both faces) & Touch Screen Facility : 8 lines of 30 - 32 characters b) Keys : Numeric, Function & Special keys in both faces c) Battery check : In-built with display.	As mentioned in Specification

\* Bidders offering must also comply with the additional specification parameters mentioned above.

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Krishna Mohan Kumar	786602,Oil India Limited, Duliajan, Assam	2	60

**Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें**

**1. Generic**

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. **Generic**

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

## 3. **Generic**

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

## 4. **Generic**

**Manufacturer Authorization:** Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

## 5. **Generic**

Whereever Essentiality Certificate is applicable (PEL/ML), successful bidder should provide Proforma Invoice for processing for EC application and material should be dispatched after receiving of EC from DGH. In view of the same, an ATC may be incorporated in GeM, viz, "BIDDER/OEM must provide Proforma Invoice for processing for EC application within 15 days from date of issue of GeM Contract and material should be dispatched after receiving of EC from DGH."

## 6. **Generic**

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

## 7. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

## 8. **Generic**

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

## 9. **Generic**

The buyer organization is an institution eligible for concessional rates of GST as notified by the Government of India. The goods for which bids have been invited fall under classification of GST concession and the conditions for eligibility of concession are met by the institution. A certificate to this effect will be issued by Buyer to the Seller after award of the Contract. Sellers are requested to submit their bids after accounting for the Concessional rate of GST.

**10. Scope of Supply**

Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

**11. Purchase Preference (Centre)**

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.

**12. Certificates**

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.

**13. Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

## **Disclaimer/अस्वीकरण**

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 Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

**---Thank You/धन्यवाद---**





ऑयल इंडिया लिमिटेड  
(भारत सरकार का उद्यम)  
**Oil India Limited**  
(A Government of India Enterprise)

*Conquering Newer Horizons*

## **AA: TECHNICAL SPECIFICATION OF TOTAL STATION**

- 1) TELESCOPE :
  - a) Magnification : 30x
  - b) Objective / Effective aperture: 40mm - 45mm
  - c) Shortest sighting distance : Less than 1.7m
  - d) Resolving Power: 3.0"
  - e) Image : Erect
  - f) Field of view : 1°20'
- 2) ANGLE MEASUREMENT :
  - a) Accuracy (Horizontal & Vertical) : 1'
  - b) Display, Least Count : 0.1'
  - c) Measurement Method : Absolute encoder
  - d) Detection Method: Vertical / Horizontal angle- 2 sides
- 3) DISTANCE MEASUREMENT :
  - a) Reflectorless : 2m to 500m
  - b) Range under average atmospheric condition :
    - i) With one circular prism : 3000m
    - ii) With reflector tape : 800m
  - c) Accuracy :
    - i) Prism mode :  $\pm(2+2\text{ppm} \times D)\text{mm}$
    - ii) Reflectorless mode :  $\pm(5+2\text{ppm} \times D)\text{mm}$
  - d) Measuring Time :
    - i) Prism mode : 1.7'
    - ii) Reflectorless mode : 2.1'
  - e) Least Count : 0.1mm (Fine mode), 1mm (Normal mode)
- 4) KEYBOARD AND DISPLAY :
  - a) Colour TFT/LCD display (both faces) & Touch Screen Facility : 8 lines of 30 - 32 characters
  - b) Keys : Numeric, Function & Special keys in both faces
  - c) Battery check : In-built with display.
- 5) RECORDING AND DATA STORAGE :
  - a) Internal Memory : 500 MB RAM, 4 GB Flash Memory
  - b) Interface : RS-232C, Bluetooth, SD Card & USB Flash Drive (minimum 3 options require)
  - c) Operating System : Windows CE

6) AUTOMATIC CORRECTION :

Line of sight error, tilting - axis error, vertical - index error, standing-axis error, earth curvature, refraction.

7) COMPENSATOR :

- a) Compensation : Dual axis (in addition to Dual Axis, mechanical error in the instrument should be corrected)
- b) Compensating range :  $\pm 3''$

8) SENSITIVITY OF BUBBLE :

- a) Plate Level (Electronic) :  $30''/1 \text{ div}$
- b) Circular Level :  $8'-10''/2 \text{ mm}$

9) SENSOR: Inbuilt automatic temperature & pressure sensors

10) PLUMMET :

- a) Laser Plummet with adjustable intensity
- b) Focusable, Magnification accuracy for HI 1.5m :  $\pm 0.5 \text{ mm}$

11) APPLICATION PROGRAMME :

In built application programmes for area calculation, traverse, free station, reference line, sets of angles, remote facility, hidden points and local resection, graph of entire survey with line joining / erasing, zoom and pan facility & with facility for collecting data in different layers. Provision for computing theoretical positions in grid and comparison with actual field observation for use of detailed. topographical survey. Facility for closed / open traverse adjustment. Creation of contour On-board in colour and COGO facilities.

12) ENVIRONMENTAL :

- a) Temperature Range : Operation -  $0^{\circ}\text{C}$  to  $50^{\circ}\text{C}$ , Storage -  $0^{\circ}\text{C}$  to  $70^{\circ}\text{C}$
- b) Dust & Water protection : IP55 or above
- c) Laser Class :
  - i) Measuring Mode : Class II (Reflector less), Class I/II (Prism)
  - ii) Plummet : Class II Laser

13) WEIGHT : Instrument (Without Tribrach & battery) within – 5.5 kgs

14) POWER PACK :

- a) Rechargeable Li-ion 2500mah Battery : 2 nos for each set
- b) Adopter & Battery charger with graphic display and Discharge function
- c) Operation Time : # 10 Hrs (ETH and EDM) with one battery or hot-swap facility.

15) DATA TRANSFER :

Data will be transferred using Data Cable / SD card / USB Pendrive / Bluetooth. The data will be recorded internationally accepted standard format or user co-ordinate system. The data recorded in above media should be transferable from one Total Station to another or Total Stations to PCs or Total Station to GPS or vice-versa at any point of time during survey operation.

16) PRISM SET :

- a) Single circular prism in container - 3 nos. for each set.
- b) Single prism holder tiltable - 3 nos. for each set.
- c) Single circular prism target plate - 3 nos. for each set
- d) Reflector pole, telescopic with circular bubble, cm and m graduation, extends to minimum 2.00m - 3 nos. for each set.
- e) Bi-Pod for Backsight & Foresight : 2 nos for each set.

17) OTHER ITEMS :

- a) All items like diagonal eye piece, sun filters, lens protection cap, shoulder carrying case (with straps) should be supplied.
- b) Tribrach with tripod stand having optical plummet and plum bob option for centering - 1 no for each set
- c) Data Transfer Cable - 1 no for each set
- d) USB Flash Drive / SD Card with Card Reader - 2 nos for each set.
- e) Data Downloading Software : 1 No for each set.

The installation and commissioning of the equipments must be done at Survey Section, Civil Engg Deptt, Oil India Ltd, Duliajan.

USER TRAINING

- 1) Training (classroom & field) is to be provided in two phasss.
- 2) Three working days comprehensive class-room training followed by one week on-job field demonstration which will include survey details, collection of data, processing and plotting complete.

INSTALLATION & COMMISSIONING

The installation and commissioning of the equipments must be done at Survey Section, Civil Engg Deptt, Oil India Ltd, Duliajan.

ANNUAL MAINTENANCE (NON COMPREHENSIVE)

- 1) The supplier must guarantee Annual Maintenance of the Total Stations and all related accessories, software beyond the warranty period for a minimum of 4(four) years.
- 2) The rates for AMC including all spares (if require to be paid as per actual) etc. need to be quoted for at least 4(four) years after expiry of normal warranty.

3) A separate contract for the AMC with all detailed scope of work shall be entered into separately.

4) However, AMC charges will not be used for bid evaluation.

5) Comprehensive Annual Maintenance Contract (CAMC) Terms:  
SCOPE OF WORK

a) The contract is comprehensive on-site maintenance in nature i.e it also covers replacement of spares value not exceeding Rs.10,000.00 (Ten thousand), if required.

b) CAMC includes one free visit to site on call basis for any breakdowns, whenever required and one compulsory annual visit.

c) Preventive & corrective maintenance of all hardware parts, including replacement of defective parts, value not exceeding Rs.10,000.00 (Ten thousand) during AMC period should be provided,

d) The defective parts under AMC should be first repaired / replaced and thereafter, if required the defective items can be taken out of OIL's premises. Failure to repair or replace a defective part(s) under warranty within the stipulated period, will attract penalty, as mentioned in penalty clause.

e) During their visit if any major services require to be done, the instruments will be collected by their representative and deliver back to us. All the costs, charges and expenses in respect of transporting the equipment or part thereof shall be contractor's responsibility.

f) All visits (including transport to and from Duliajan and accommodation at Duliajan) by their personnel for AMC related work shall have to be borne by the Contractor.

g) CAMC payment will be made on yearly basis at the end of each year.

h) Payment against AMC will be released against bill to be raised at the end of successful completion of AMC for the year.

i) AMC includes free upgrade of any software running on board.

j) Any spares/components value exceeding Rs.10,000.00 (Rs. Ten Thousand), if requires to be replaced, will provide by OIL.

## **BB:: SPECIAL NOTES**

### **SPECIAL TERMS & CONDITION FOR ONBOARD SOFTWARE**

1) The software must be compatible for the instruments supplied.

2) The software must have a minimum warranty period of 1(one) year from the date of commissioning.

3) Any upgradation of latest version of software within the warranty period should be free of cost.

### **TERMS & CONDITION (TOTAL STATION)**

1) The instruments and all related accessories are to be supplied at Duliajan.

- 2) The instruments and accessories must have a minimum warranty period of 1(one) year from the date of commissioning.
- 3) All operational and technical manuals/catalogue and literatures must be in English.
- 4) The supplier must guarantee Annual Maintenance including spares (require as per actual) of the instruments after completion of normal warranty period.
- 5) Instrument Supplier should have authorized service centre in Assam for after sale service.
- 6) All accessories supplied with the instrument should be OEM certified.
7. Material should be brand new, unused and of prime quality.
8. Instruments and all accessories will be procured from the same source for compatibility.
9. Accessories/spares other than the Original Equipment Manufacturer (OEM) must enclose proper authorization certificate (in original) with a back up warranty from the OEM
10. Bidder should indicate the name of the offered Model, manufacturer of the instrument and country of origin.
11. The Original Equipment Manufacturer (OEM) should confirm in writing that the spares for the quoted model will be available for a period of ten years after installation of the instruments.

#### **CC:: OTHER NOTES**

SL No.	Bid Requirement	Bidder's Response (Complied/Not Complied) Reference to any document attached along with the bid)
1.0	Bidders shall submit their offer mentioning pointwise compliance / non-compliance to all the terms & conditions, BEC/BRC, Specifications etc. Any deviation(s) from the tender terms & conditions, BEC/BRC, Specifications etc. should be clearly highlighted specifying justification in support of deviation.	
2.0	Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidder's risk and may result in the rejection of its offer without seeking any clarifications.	

3.0	<p>The items covered in this Tender shall be used by Oil India Limited in the PEL/ML areas and hence concessional GST @12% (for indigenous bidder) will be applicable as per Govt. Policy in vogue. Successful bidder shall arrange to provide all necessary documents (invoice etc.) to OIL for applying Essentiality Certificate atleast 45 days prior to stipulated Delivery date. Further, Successful bidder shall affect dispatch only on receipt of relevant certificates/ shipment clearance from OIL, failing which all related liabilities shall be to Supplier's account.</p>	
4.0	<p>Categorisation and various Criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 issued by Ministry of MICRO, SMALL AND MEDIUM ENTERPRISES.</p> <p>The bidder claiming as MSE status (MSE-General, MSE-SC/ST, MSE -Woman) against this tender has to submit the following documents for availing the benefits applicable to MSEs:</p> <p><b>Udyam Registration Number with Udyam</b></p> <p><b>Registration Certificate.</b></p> <p>Note: In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur or Woman Entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur/ Woman Entrepreneurs should also be enclosed.</p>	
5.0	<p>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.</p>	
6.0	<p>Percentage of Local Content (to mention by the bidder)</p>	
7.0	<p>TAX COLLECTIBLE AT SOURCE (TCS): Tax Collectible at Source (TCS) applicable under the Income-tax Law and charged by the SUPPLIER shall also be payable by OIL along with consideration for procurement of goods/materials/ equipment. If TCS is collected by the SUPPLIER, a TCS certificate in prescribed Form shall be issued by the SUPPLIER to OIL within the statutory time limit.</p>	

	<p>Payment towards applicable TCS u/s 206C (IH) of Income Tax Act, 1961 will be made to the supplier provided they are claiming it in their invoice and on submission of following undertaking along with the invoice stating that:</p> <p>a) TCS is applicable on supply of goods invoiced to OIL as turnover of the supplier in previous year was more than Rs. 10 Cr. and</p> <p>b) Total supply of goods to OIL in FY (As applicable) exceeds Rs. 50 Lakh and</p> <p>TCS as charged in the invoice has already been deposited (duly indicating the details such as challan No. and date) or would be deposited with Exchequer on or before the due date and</p> <p>d) TCS certificate as provided in the Income Tax Act will be issued to OIL in time.</p> <p>However, Performance Security deposit will be released only after the TCS certificate for the amount of tax collected is provided to OIL. Supplier will extend the performance bank guarantee (PBG), wherever required, till the receipt of TCS certificate or else the same will be forfeited to the extent of amount of TCS, if all other conditions of Purchase order are fulfilled.</p> <p>c) The above payment condition is applicable only for release of TCS amount charged by supplier u/s 206C (I H) of Income tax Act, 1961.</p>	
8.0	<p><b>APPLICABILITY OF BANNING POLICY OF OIL INDIA LIMITED:</b></p> <p>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.</p> <p>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.</p>	

9.0	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 of their bid. No separate intimation for Corrigendum(s)/Addendum(s) published by OIL shall be sent to the Bidders.	
10.0	OIL's Reference No. PR =1424121. Kindly quote this reference number for all correspondence with OIL.	
11.0	<p>Restrictions on procurement from a bidder of a country which shares a land border with India.</p> <p>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 following clauses and submit their offers accordingly wherever applicable.</p> <p>Bidders must submit duly sealed &amp; signed undertaking as per format provided vide, "PROFORMA - 5" along with the technical bid.</p>	
12.0	<p>Financing of trade receivables of Micro and Small Enterprises (MSEs) through Trade Receivables Discounting System (TReDS) platform.</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>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,</p>	



	<p>Interest on financing, or any other charges known by any name shall be borne by MSE Vendor.</p> <p>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>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>Buyer means OIL who has placed Purchase Order/ Contract on a MSE Vendor (Seller).</p> <p>Seller means a MSE vendor, who has been awarded Purchase Order/ Contract by OIL (Buyer).</p>	
13.0	<p><b>DELIVERY TIMING:</b> Suppliers will be given necessary permission to enter into the Industrial Area or Company's other operating areas to deliver the material as per timings given below:-</p> <p>a) Monday to Friday:</p> <p>(i) Slot-1 : 08.00 AM to 10.00 AM</p> <p>(ii) Slot-2 : 12.30 PM to 02.00 PM</p> <p>b) Saturday : 08.00 AM to 10.00 AM</p> <p>Note: No delivery shall be made on Sunday / National Holidays</p>	
14.0	<p>The tender has been floated in GeM portal under Single Stage Two Bid System. Therefore, bidder must not disclose their prices in their technical offer. The technical bid shall contain all techno-commercial details except the prices/costs. Bidder must note that disclosure of price in technical bids shall lead to rejection of the offer.</p>	

15.0	Bidders are also advised to provide their bank details as per below format for returning the EMD:	
	OIL's Bank account Details	
	Name	Oil India Limited
	Bank	State Bank of India
	Branch	Duliajan
	Account Number	10494832599
	Account Type	Current
	IFSC Code	SBIN0002053

**DD: Commercial Check list**

<u>Sl No.</u>	REQUIREMENT	COMPLIANCE
1.0	Whether quoted as manufacturer?	Yes / No
2.0	Whether quoted as OEM Dealer / Supply House etc. To Specify-	Yes / No
	If quoted as OEM Dealer / Supply House.	Yes / No
2.1	(a) Whether submitted valid and proper authorization letter from manufacturer confirming that bidder is their authorized Dealer / supply House for the product offered ?	
2.2	(b) Whether manufacturer's back-up Warranty/Guarantee certificate submitted?	Yes / No
2.3	<b>Whether all documents have been submitted as required for fulfilling Experience criteria clause of BRC-Technical.</b>	Yes / No
2.3.1	<b>Name and details of the company to whom the bidder has successfully executed orders / contracts as per Experience criteria clause of BRC-Technical.</b>	
2.3.2	<b>Whether submitted the profile and other documents of the company for verification (viz. Annual reports, Memorandum of Association, Article of Association etc.)</b>	Yes / No

3.0	Name of Manufacturer.	
4.0	Place of Despatch.	
5.0	Local content amount and percentage. Details of locations at which the local value addition is made.	
6.0	Whether you are quoting under MSME policy.	
7.0	Whether Integrity Pact with digital signature uploaded (if applicable as per Additional Terms and Conditions ) ?	
7.1	Whether all the clauses in the Integrity Pact have been accepted?	
8.0	Name, Address, Phone No & E-mail id of Bidder.	
8.1	Bank details of Bidder.	
9.0	<b>Whether indicated 'Local Content' required as per PPLC Policy?</b>	
9.1	<b>Whether indicated the import content in Price Bid?</b>	

**DD :: BID EVALUATION CRITERIA (BEC)/BID REJECTION CRITERIA (BRC)**

**(I) BID REJECTION CRITERIA (BRC): GENERAL CONFORMITY**

The bids shall conform generally to the specifications and terms & conditions given in the bid document. Bids shall be liable for rejection in case the materials/services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements shall have to be particularly met by the bidders, without which the offer will be considered as non-responsive and rejected.

**GENERAL CONFORMITY**

The bids shall conform generally to the specifications and terms & conditions given in the bid document. Bids shall be liable for rejection in case the materials/services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements shall have to be particularly met by the bidders, without which the offer will be considered as non-responsive and rejected.

**BID REJECTION CRITERIA (BRC)**

**(A) TECHNICAL:**

**1.0 BIDDER'S ELIGIBILITY:**

1.1 The bidder should be an Original Equipment Manufacturer (OEM) of the tendered item (s).

OR

1.2 The bidder should be an authorized dealer/authorized distributor /authorized supplier/wholly owned subsidiary of an Original equipment manufacturer (OEM) of the tendered item(s).

**2.0 IN CASE THE BIDDER IS AN ORIGINAL EQUIPMENT MANUFACTURER (OEM):**

The bidder must comply to the following:

2.1 The bidder (OEM) should have at least 5 (five) years of manufacturing experience of each tendered item/ equipment preceding to the original Bid Closing date of the tender.

Documentary evidence to substantiate manufacturing experience as above must be submitted in the form of self certified copy which should be on the letter head and duly signed and sealed by CEO/CFO/any other person who holds the Power of Attorney of the company or by the statutory Auditor. A copy of Power of Attorney shall also be submitted for the same.

2.2 In addition to above, the bidder (OEM) should have supply experience of successfully executed at least one order of 1 no.(50% of qty) of the tendered item/ equipment to various clients (other than their own subsidiaries/sister concerns), either directly by them or through their authorized dealers/distributor/supplier/subsidiaries, during last 5 (five) years preceding to the original bid closing date of the tender.

2.3 Documentary evidences to substantiate manufacturing & supply records must be submitted in the form of copies of relevant Purchase Order(s) and any one of the following documents evidencing satisfactory execution of those Purchase Order(s), such as:

- (i) Satisfactory supply / completion / installation report (OR)
- (ii) Bill of Lading, Commercial Invoice / Payment Invoice (OR)
- (iii) Consignee receipt delivery receipt (OR)
- (iv) Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/ Vat.
- (v) Any other documents which shall prove that the bidder has successfully executed such order (s).

Note: The Purchase Order date need not be within 5 (five) years preceding original bid closing date of this tender. However, the execution of supply should be within 5 (five) years preceding original bid closing date of this tender.

3.0 IN CASE, THE BIDDER IS AN AUTHORIZED DEALER/ AUTHORIZED DISTRIBUTOR / AUTHORIZED SUPPLIER / WHOLLY OWNED SUBSIDIARY OF OEM:

The bidder must fulfill the following requirements:

3.1 The bidder's OEM (the Principal) should have at least 5 (five) years of manufacturing experience of tendered item/ equipment proceeding to the original Bid Closing date of the tender.

Documentary evidence to substantiate manufacturing experience as above must be submitted in the form of self certified copy which should be on the

letter head and duly signed and sealed by CEO/CFO/any other person who holds the Power of Attorney of the company or by the statutory Auditor. A copy of Power of Attorney shall also be submitted for the same.

3.2 Additionally, the bidder himself/themselves should have supply experience of successfully executed at least one order of 1 no. (50% quantity ) of tendered item/ equipment to various clients (other than their own subsidiaries/sister concerns), during last 5 (five) years preceding to the original bid closing date of the tender.

3.3 Documentary evidences to substantiate manufacturing & supply records must be submitted in the form of copies of relevant Purchase Order(s) and any of the following documents evidencing satisfactory execution of those Purchase Order(s), such as:

- (i) Satisfactory supply / completion / installation report (OR)
- (ii) Bill of Lading, Commercial Invoice / Payment Invoice (OR)
- (iii) Consignee receipt delivery receipt (OR)
- (iv) Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/ Vat.
- (v) Any other documents which shall prove that the bidder has successfully executed such order (s).

Note: The Purchase Order date need not be within 5 (five) years preceding original bid closing date of this tender. However, the execution of supply should be within 5 (five) years preceding original bid closing date of this tender.

3.4 The bidder shall submit valid Authorization Certificate/Letter issued by its Original Equipment Manufacturer (OEM), confirming the Bidder's status as their authorized supplier / dealer / distributor/wholly owned subsidiary (as the case may be) to sell their products with proper warranty and guarantee back -up. Such authorization certificate/ letter shall be valid for the entire period of execution of the order. Offers shall be rejected straightway, if such authority letter is not submitted along with the technical bid.

#### NOTES TO BIDDER:

a. Authorization letter must be issued on the official letter head of the OEM clearly mentioning the status of Bidder i.e., whether 'authorized dealer' or 'authorized distributor' or 'authorized supplier' or wholly owned subsidiary of Original Equipment Manufacturer (OEM), failing which the bid shall not

be considered for evaluation and in that case the offer shall be rejected straightway.

b. Authorization letter issued by the OEM in any other form such as Direct Chanel Partner /Indirect Chanel Partner/Chanel Partner/ seller/ Reseller/Sub Dealer / Sub Distributor/Sister Concern shall not be considered for bid evaluation and the offer shall be rejected.

c. In case the bidder is a wholly owned subsidiary company of the parent company (OEM), in addition to the authorization letter including warranty/guarantee back-up, the bidder shall also upload/submit the documents such as board resolution / certificate of incorporation / any other legal certificate along with their offer that would establish the relation between the parent company with the subsidiary company without which the bid will not be evaluated and will be rejected straightway.

4.0 Bidders showing supply experience towards supply to its sister concern/ subsidiaries shall not be considered as experience for the purpose of meeting BRC.

5.0 Authorization letter and warranty/guarantee back-up as aforesaid must be issued to the bidder by the Original Equipment Manufacturer (OEM) in their official letter head only. Such certificates/authority letter issued by a party other than the OEM shall not be considered as valid authorization letter and in such case the bid shall be rejected without any further reference.

6.0 Unsolicited bids shall be straightway rejected.

7.0 Bidder/OEM must submit an undertaking alongwith the Technical Bid that their offered equipment is not going to become obsolete during the next 5 (five) years from the date of successful installation & Commissioning, if order is awarded on them by OIL and must guarantee uninterrupted supply of spares and availability of services for at least for ten (10) years with effect from the successful installation & Commissioning of the equipment, without which offer will not be considered for evaluation/placement of order.

8.0 Delivery required against this tender is maximum within 2(two) Months from the date of receipt of order in case order is placed on indigenous supplier. Date of C/ Note date shall be considered as delivery date. Bidder must comply the above schedule and confirm intheir Techno- Commercial bid. Bids not meeting time schedule as mentioned above shall be summarily rejected.

B FINANCIAL:

1.0 Annual Turnover: The bidder must have annual Financial Turnover from Operations equal to INR 7,06,050.00 in any of the preceding three (3) financial /accounting years reckoned from the original Bid closing date as per the Audited Annual reports.

[ Annual Financial Turnover of the bidder from operations shall mean “Aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered or both by the company (bidder) during a financial year” as per the Companies Act 2013 Section 2 (91).]

2.0 The Net Worth of the bidder must be positive for the accounting year preceding the original bid closing date.

[ Net Worth shall mean: “ Share capital + Reserves created out of profits and securities Premium -Aggregate value of accumulated losses (excluding revaluation reserves)-deferred expenditure-Miscellaneous Expenditure to the extent not written off and carried forward loss- Reserves created out of write back of depreciation and amalgamation]

3.0 Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an affidavit/ undertaking certifying that “As on the Original Bid Closing Date, the balance sheet/ Financial Statements for the financial year 2021-22 has not been audited.”

Note:

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

i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number & UDIN No.), certifying the Annual turnover & Net worth as per format prescribed in Proforma-9.

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.

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.

4.0 In case the Audited Balance Sheet and Profit & Loss Account submitted along with the bid are in currencies other than INR or US\$, the bidder shall have to convert the figures in equivalent INR or US\$ considering the prevailing conversion rate on the date of Balance Sheet and Profit & Loss Account. A CA certificate is to be submitted by the bidder regarding converted figures in equivalent INR or US\$.

5.0 In case the Bidder is subsidiary company (should be 100% owned subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits its bid based on the strength of 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 1.0 above.

(ii) Net Worth of the parent/ultimate parent/holding company should be positive in line with Para 2.0 above.

(iii) Corporate Guarantee (Proforma-2 attached) on parent/ultimate

parent/holding company's company letter head signed by an authorized 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) Documents to substantiate that the bidder is as 100% subsidiary of the parent/ultimate parent/holding company.

**PROFORMA-9**  
**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 upto..... (as the case may be) are correct

YEAR	TURN OVER In INR (Rs.) Crores/ US \$ Million) *	NET WORTH In INR (Rs.) Crores / US \$ Million ) *

\*Rate of conversion (if used any): USD 1.00 = INR .....

Place:

Date:

Seal

Membership No:

Registration Code:

UDIN:

Signature

**PROFORMA - 1**

**FORMAT FOR CERTIFICATE OF COMPLIANCE OF FINANCIAL CRITERIA  
(ON THE OFFICIAL PAD OF THE BIDDER TO BE EXECUTED BY THE  
AUTHORIZED SIGNATORY OF THE BIDDER)**

**Ref: Clause No. A.2 (3.0) - Financial Criteria of the BEC**  
**Tender No.:** \_\_\_\_\_

I ..... the authorized signatory(s)  
of.....(Company or firm name of address) do hereby  
affirm and declare as under:-

The balance sheet/Financial Statements for the financial year  
\_\_\_\_\_ (as the case may be) has actually not been audited as on  
the Original Bid closing Date.

Place :.....

Date :.....

**the authorized signatory**

**Signature of**

**Note:**      *This certificate are 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.*

## **PROFORMA – 2**

### **PARENT/ ULTIMATE PARENT/ HOLDING COMPANY'S CORPORATE GUARANTEE TOWARDS FINANCIAL STANDING (Delete whichever not applicable)** **(TO BE EXECUTED ON COMPANY'S LETTER HEAD)**

#### **DEED OF GUARANTEE**

THIS DEED OF GUARANTEE executed at ..... this ..... day of ..... by M/s .....(mention complete name) a company duly organized and existing under the laws of ..... (insert jurisdiction/country), having its Registered Office at.....herein after called "the Guarantor" which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

WHEREAS M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their Tender No..... for.....and M/s.....(Bidder) intends to bid against the said tender and desires to have Financial support of M/s..... [Parent / Ultimate Parent/Holding Company(Delete whichever not applicable)] and whereas Parent/Ultimate Parent/Holding Company(Delete whichever not applicable) represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the Financial support as required by the bidder for qualifying and successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed by the Guarantor to give this Guarantee and undertakes as follows:

1. The Guarantor confirms that the Bidder is a 100% subsidiary of the Guarantor.
2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
3. The Guarantor have an annual financial turnover of minimum INR..... Cr or USD ..... during any of the preceding 03(three) financial/ accounting years reckoned from the original bid closing date.
4. Net worth of the Guarantor is positive for preceding financial/ accounting year.
5. The Guarantor undertakes to provide financial support to the Bidder for executing the project/job, in case the same is awarded to the Bidder.
6. The Guarantor represents that:
  - (a) this Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.

- (b) the liability of the Guarantor, under the Guarantee, is limited to the 100% of the order value between the Bidder and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Bidder.
- (c) this Guarantee has been issued after due observance of the appropriate laws in force in India.
- (d) this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of New Delhi, India.
- (e) this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
- (f) the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

for and on behalf of (Parent/Ultimate Parent/ Holding Company) (Delete whichever not applicable)	for and on behalf of (Bidder)
<u>Witness:</u> 1. 2.	<u>Witness:</u> 1. 2.

\*\*\*\*\*

**PROFORMA - 5**

**Format for Undertaking by Bidders towards compliance of office memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020 (Public Procurement no. 1) issued by Department of Expenditure, Ministry of Finance, Govt. of India**

(To be typed on the letter head of the bidder)

Ref. No \_\_\_\_\_

Date: \_\_\_\_\_

Tender No. \_\_\_\_\_ Date: \_\_\_\_\_

OIL INDIA LIMITED

MATERIALS DEPARTMENT,

DULIAJAN, ASSAM, INDIA

Dear Sirs,

We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. We hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where evidence of valid registration by the Competent Authority shall be attached.]”

We also agree that, during any stage of the tender/contract agreement, in case the above information/documents submitted by us are found to be false, Oil India Limited has the right to immediately reject our bid/terminate contract at any stage and carry out further legal action on us in accordance with law.

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) Note : This form should be returned along with offer duly signed.

## **FORMAT OF PERFORMANCE BANK GUARANTEE**

### **(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,  
CONTRACTS/MATERIALS/PROJECTS DEPARTMENT  
DULIAJAN, ASSAM, INDIA, PIN – 786602

WHEREAS \_\_\_\_\_ (Name and address of Contractor) (hereinafter called “Contractor”) had undertaken, in pursuance of Contract 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 \_\_\_\_\_



## **UNDERTAKING BY VENDOR ON SUBMISSION OF BANK GUARANTEE**

**To,**  
**Oil India Limited**  
**Contracts/Materials/Projects Department**  
**Duliajan, Assam - 786602**

We, M/s..... are submitting the Bid Security/ Performance Security (strike out whichever not applicable) in favour of Oil India Limited, Duliajan in the form of bank guarantee bearing Reference No. ....for an amount of INR..... valid up to ..... as per terms and conditions of Tender / Contract No. ....

### **BG issuing bank details:**

Bank:	
Branch:	
IFS Code:	
<b>Contact Details</b>	
E-mail Addresses:	Mobile No.:
	Telephone No.:
	Fax No.:
<b>Correspondence Address</b>	
H No/Street/City:	State:
	Country:
	Pin Code:

### **Declaration:**

We have arranged to send the confirmation of issuance of the bank guarantee via SFMS portal through our bank using the details mentioned in the tender and hereby confirming the correctness of the details mentioned.

Authorized Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Vendor Code: \_\_\_\_\_

Email ID: \_\_\_\_\_

Mobile No.: \_\_\_\_\_

Enclosure: Original bank guarantee