

**INDIA LIMITED**  
**( A Govt. of India Enterprise )**  
**4, India Exchange Place,**  
**Kolkata – 700 001.**  
**E-mail : oilcalmn@oilindia.in**  
**INVITATION FOR BID**  
**NATIONAL COMPETITIVE BID**

**OIL INDIA LIMITED** invites National Competitive Bid through its e-procurement portal – <https://etender.srm.oilindia.in/irj/portal> for the following items :-

E-Tender No.	Bid Closing Date	ITEM
SKI 1711P20/03	19.07.2019	Supply of 4000 RL of Bitumen felt

Period of sale of documents, Bid Closing / Opening date, the complete bid documents and details for purchasing bid documents, participation in e-tenders etc. are available on OIL's e-procurement portal <https://etender.srm.oilindia.in/irj/portal> as well as OIL's website <http://www.oil-india.com/>.

No separate notification shall be issued in the press. Bidders should regularly visit above website and e-portal to keep themselves updated.

## **FORWARDING LETTER**

Tender No & Date	:SKI 1711P20/03
Tender Fee	: NIL (PLEASE REFER TO DOCUMENT-‘SPECIAL NOTE’)
Bid Security Amount	: <b>Rs. 1,62,500 /-</b>
Bidding Type	: <b>Single Stage Two Bid</b>
Bid Closing on	: As mentioned in the e-portal
Bid Opening on	: As mentioned in the e-portal
Performance Guarantee	: Applicable
Integrity Pact	: <b>Applicable</b>
Delivery Required	: <b>At DULIAJAN, ASSAM</b>

OIL invites Bids for **Supply of 4000 RL of Bitumen felt** through its E-Procurement site under **SINGLE STAGE TWO BID SYSTEM**. The bidding documents and other terms and conditions are available at Booklet No. MM/CALCUTTA/E-01/2016. The prescribed Bid Forms for submission of bids are available in the Technical RFx -> External Area -> Tender Documents.

The general details of tender can be viewed by opening the RFx [ Tender] under RFx and Auctions. The details of items tendered can be **found in the Item Data and details uploaded under Technical RFx**.

### **The tender will be governed by:**

- a)** For technical support on various matters viz. Online registration of vendors, Resetting of Passwords, submission of online bids etc, vendors should contact OIL’s ERP-MM Department at following: Tel. No.s = 0374-2807178, 0374-2807171 , 0374-2807192. Email- id = [erp\\_mm@oilindia.in](mailto:erp_mm@oilindia.in).
- b)** “General Terms & Conditions” for e-Procurement as per Booklet NO. MM/CALCUTTA/E-01/2016 for E-procurement (LCB Tenders).
- c)** Technical specifications with Quantity and BEC/BRC and Price bid format as per **ANNEXURE AAA, ANNEXURE BBB and ANNEXURE CCC** respectively.
- d)** The prescribed Bid Forms for submission of bids are available in the Technical RFx -> External Area -> Tender Documents.
- e)** Any sum of money due and payable to the contractor (including Security Deposit refundable to them) under this or any other contract may be appropriated by Oil India Limited and set-off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited).
- f)** Bidder are advised to fill up the **Undertaking of authenticity of information/documents submitted (Annexure- K), Technical evaluation sheet (Annexure HHH), Financial check list (Annexure DDD) , Technical bid check list (Annexure EEE) , Response sheet (Annexure FFF) and Bank Details (Annexure GGG)** given in this bidding document uploaded in Technical RFx -> External Area -> Tender Documents. The above filled up documents to be uploaded in the Technical RFX Response.
- g)** Amendments to the NIT after its issue will be published on OIL’s website only. Revision, clarification, addendum, corrigendum, time extension etc. to the tender will be hosted on OIL

website only. No separate notification shall be issued in the press. Prospective bidders are requested to visit website regularly to keep themselves updated.

**Special Note:**

1.0 Bidders to take special note of the following conditions:

~~1.1 Against Tender Fee — Payment should be made only through online mode and no other instrument (Cash/DD/Cheques/Cashier Cheque, etc) will be acceptable.~~

~~Vendors who do not have OIL's User ID & password, may generate User ID & password online by the Vendor by using the link for supplier enlistment given in OIL's e-tender portal and then pay Tender Fee online through OIL's electronic Payment Gateway upto one week prior to the Bid closing date (or as amended in e-portal).~~ **(PLEASE REFER DOCUMENT-' SPECIAL NOTE')**

1.2 Against Bid Security/EMD/Performance Bank Guarantee – **Only payments through online mode or Submission of Bank Guarantee will be acceptable.** No DD/Cheques/Cashier Cheque or any other mode will be acceptable.

1.3 A) Bidders submitting bank guarantee as **Bid Security** should note that 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 767 / 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, Corporate Banking Branch, IFSC Code - UTIB0001164. Branch Address - AXIS Bank Ltd, Corporate Banking Branch, 3<sup>rd</sup> Floor, AC Market, 1, Shakespeare Sarani, Kolkata 700071."

**B) The Bidder shall submit to OIL the copy of SFMS message as sent by the issuing bank branch along with the original bank guarantee.**

Note : In the event of an order, similar process will be required to be followed by the bidder in case of submission of Performance Security in the form of Bank guarantee.

2.0 Please note that all tender forms and supporting documents are to be submitted through OIL's e-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribed with Tender no. and Due date to **GM-Kolkata Office, Oil India Limited, 4, India Exchange Place, Kolkata – 700 001** only on or before the Bid Closing Date and Time mentioned in the Tender.

- a) Original Bid Security
- b) Detailed Catalogue (if any)
- c) Any other document required to be submitted in original as per tender requirement

All documents submitted in physical form should be signed on all pages by the authorised signatory of the bidder and to be submitted in triplicate.

**3.0** Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the NIT or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in rejection of its offer without seeking any clarifications.

4.0 To participate in OIL's E-procurement tender, bidders should have a legally valid Digital Signature Certificate as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). The digital signature should be of Class 3 digital certificate alongwith encryption certificate for the designated individual with organization name. Please also refer **"Guideline to Bidder for participating in OIL"**. All the Bids must be Digitally Signed.

5.0 Bidders must ensure that their bid is uploaded in the system before the tender closing date and time. Also, they must ensure that above documents which are to be submitted in a sealed envelope are also submitted at the above mentioned address before the bid closing date and time failing which the offer shall be rejected.

**6.0 The tender is invited under SINGLE STAGE-TWO BID SYSTEM.** Bidders shall quote accordingly under Single Stage Two Bid System. **The bidders are required to submit both the “TECHNO-COMMERCIAL UNPRICED BID” and “PRICED BID” through electronic format in the OIL’s e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender.**

**6.1 Please ensure that Techno-commercial Bid / all technical related documents related to the tender are uploaded in the Technical Attachment as shown in the screen shot below. The “TECHNO-COMMERCIAL UNPRICED BID” shall contain all techno-commercial details except the prices. Please note that no price details should be uploaded in Technical Attachment.**

**6.2 The “PRICE BID” must contain the price schedule and the bidder’s commercial terms and conditions. Details of prices as per Price Bid format/Priced bid can be uploaded as Attachment in the attachment option under “Notes & Attachments” tab as shown in the screen shot below.**

**A screen shot in this regard is shown below.**

#### Upload Technical Bid / Price Bid.

1.

Response - Oil India Ltd - SRM Q4S Portal - Internet Explorer

http://srmgas.oilindia.in:50700/vj/portal/

Response

Display RFx Response:

Edit Print Preview Close

RFx Response Number: 60065572 RFx Number: Status: Saved Submission Deadline: Opening Date: 11.04.2017 00:00:00

Total Value: 100000 INR RFx Response Number: Active Version: Attachment Number: 1

RFx Information Items Notes and Attachments Conditions Summary Tracking

Basic Data Questions Technical Attachments

Event Parameters

Currency: Indian Rupee

Detailed Price Information: Price with Conditions

Terms of Payment: OTH Others (Please specify under attributes)

Service and Delivery

Incoterm: FOB SINGAPORE

Area for uploading "Priced Bid" if the detailed price information is "No Price"

Area for uploading "Priced Bid" if the detailed price information is "Price with Condition"

Area for uploading "Techno-commercial Unpriced Bid"

Please do not upload price under "Technical Attachment"

Partners and Delivery Information

Details: Send E-Mail Call Clear

Function	Number	Name
The table does not contain any data		

2. On “EDIT” Mode- The following screen will appear. Bidders are advised to Upload “Techno-Commercial Unpriced Bid” and “Priced Bid” in the places as indicated above:

**“The “Techno-Commercial Unpriced Bid” shall contain all technocommercial details except the prices.**

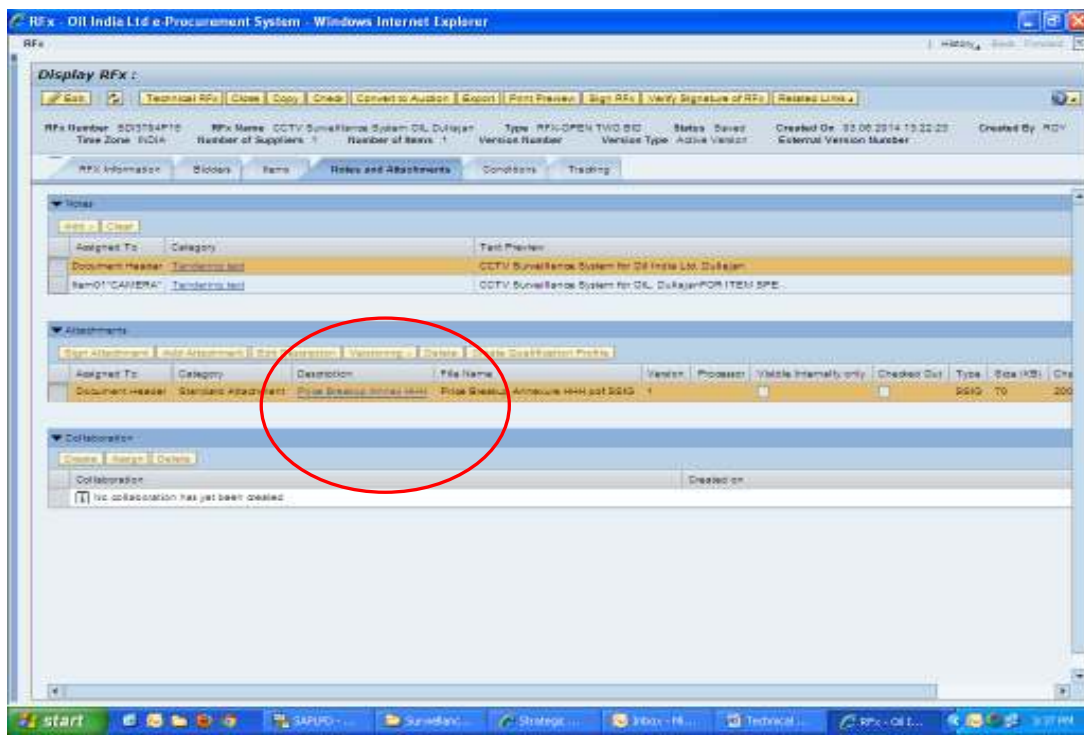
**\*\* Please follow the instructions as per Vendor User Manual for Uploading Price under “Notes and Attachment” or “Condition”**

**6.3 Any Offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria mentioned in the tender.**

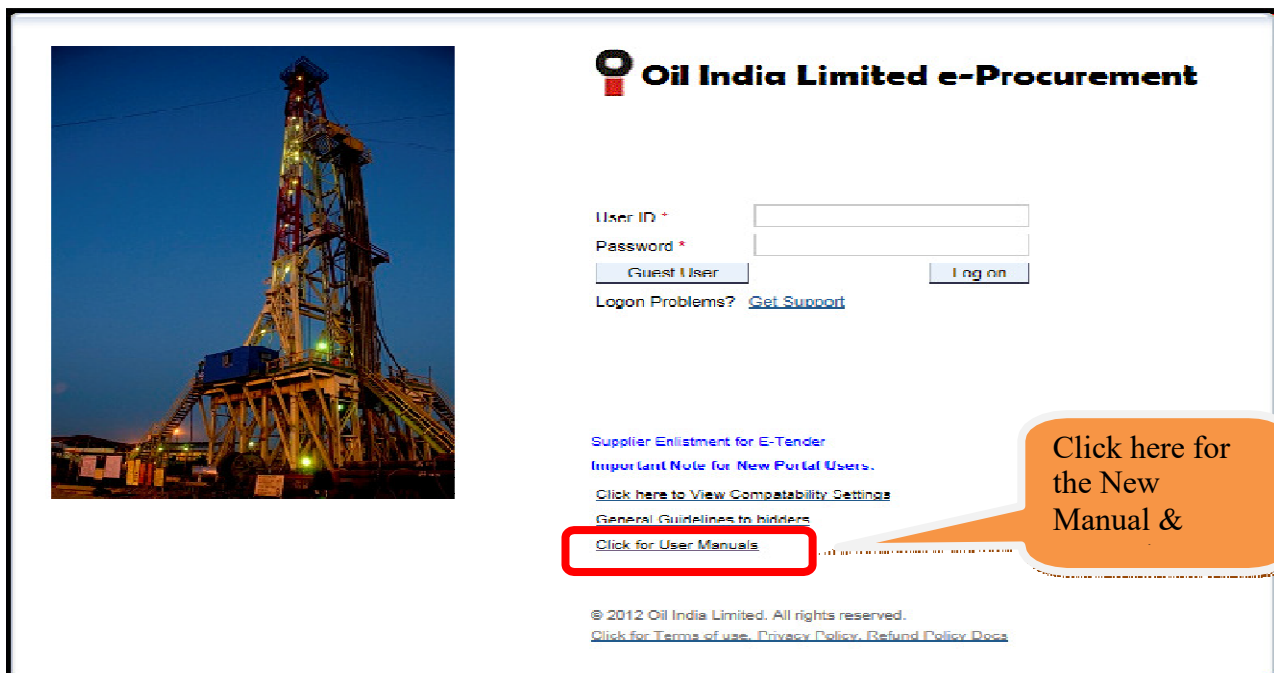
**6.4 Only the price-bids of the bidders whose offers are commercially and technically acceptable shall be opened for further evaluation.**

### **6.5 Price Breakup/format:**

Bidders should submit the price breakup/format of all the items as per “Annexure CCC” which has been uploaded under “Notes & Attachments” > “Attachments” as shown below. The price breakup/format “Annexure CCC” should be filled up, signed and uploaded under “Notes & Attachments” > “Attachments” only. **The filled up price breakup/format of all the items should not be uploaded in Technical Attachment.**



Please do refer “**NEW INSTRUCTION TO BIDDER FOR SUBMISSION**” for the above two points and also please refer “**New Vendor Manual (effective 12.04.2017)**” available in the login Page of the OIL’s E-tender Portal.



**NOTE:**

**Bidders should submit their bids (preferably in tabular form) explicitly mentioning compliance / non compliance to all the NIT terms and conditions of NIT.**

7.0 Bid must be submitted electronically only through OIL’s e-procurement portal. Bid submitted in any other form will be rejected.

8.0 The tender shall be governed by the Bid Rejection & Bid Evaluation Criteria given in enclosed **Annexure-BBB**. However, if any of the Clauses of the Bid Rejection Criteria / Bid Evaluation Criteria (as per **Annexure-BBB**) contradict the Clauses of the tender and / or “General Terms & Conditions” as per



Booklet No. MM/CALCUTTA/E-01/2016 for E- Procurement of Indigenous Tenders elsewhere, those in the BEC / BRC shall prevail.

9.0 Please do refer the User Manual provided on the portal on the procedure-How to create Response for submitting offer.

10.0 In order to bid for OIL e-tenders all the vendors are required to obtain a legally valid Digital Certificate Class III [ Organization] along with encryption certificate as per Indian IT act from the licensed certifying authorities(CA) operating under the root certifying Authority of India (RCAI), controller of certifying authorities (CCA) of India. Digital Signature Certificate comes in a pair of Signing/Verification and Encryption /decryption certificate. Bidder should have both the Signing/Verification and Encryption /decryption certificate for signing and Encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.

Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder change his Digital Signature Certificate then old certificate (used for encryption) is required in order to decrypt his encrypted response for getting the edit mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LIMITED is not responsible.

11.0 ~~For exemption for tender fee, please refer Clause No. 3.3 (Section A) of "General Terms & Conditions" for e-Procurement as per Booklet No. MM/CALCUTTA/E-01/2016 for E-procurement (LCB Tenders).~~  
**(PLEASE REFER DOCUMENT-' SPECIAL NOTE')**

12.0 Bidders should submit their bids (preferably in tabular form) explicitly mentioning compliance / non compliance to all the NIT terms and conditions of NIT.

**13.0 In addition to the existing clause of accepting Bid Security and Performance Security in the form of Bank Guarantee in Para No. 8.2 and 9.3 in the "General Terms & Conditions" for e-Procurement as per Booklet No. MM/CALCUTTA/E-01/2016 for E-procurement (LCB Tenders) to include the below mention point as well:**

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

#### **14.0 CLAUSES RELATED TO GST**

##### **(A) Taxes:**

- i. For the purposes of levy and imposition of GST, the expressions shall have the following meanings:
  - (a) GST - means any tax imposed on the supply of goods and/or services under GST Law.
  - (b) Cess - means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017.
  - (c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.
- ii. The rates quoted by the bidders shall be inclusive of all taxes, duties and levies. However, bidders are required to provide separately the rate and amount of all types of taxes, duties and levies. In case, the quoted information related to various taxes, duties and levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/tax, if the finally assessed

amount is on the higher side and OIL will have the right to recover the difference in case the rate of duty/ taxes finally assessed is on the lower side. Further, bidders have to clearly show the amount of GST separately in the Tax invoices. Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.

- iii. Offers without giving any of the details of the taxes (including rates and amounts) as specified above will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates and amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/ contracts will be binding on the bidder.
- iv. Bidder is required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profiteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the bidder must confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and must also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the bidder to ensure that the intended benefits of GST have been passed on to OIL.
- v. Statutory variation (increase/decrease) of GST within the contractual delivery period will be to the account of OIL subject to documentary evidence. However, any increase in statutory levy after the expiry of the scheduled date of delivery shall be to the supplier's account.
- vi. Bidder agrees to do all things but not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and /or acceptance or rejection of credit notes / debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by OIL in the customized format shared by OIL in order to enable OIL to update its database etc. that may be necessary to match the invoices on GSTN common portal and also for claiming input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.
- vii. In case Input Tax Credit of GST is denied to OIL or demand is recovered from OIL by the Central / State Authorities on account of any non-compliance by Bidder/Supplier, including non-payment of GST charged and recovered, the Bidder/Supplier shall indemnify OIL in respect of all such claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. OIL, at its discretion, may also withhold/recover such an amount demanded and recovered by the authorities/ state authorities from the pending payments of the Bidder/Supplier.
- viii. GST liability, if any on account of supply of free samples against any tender/purchase order (wherever applicable) shall be to bidder's/ supplier's account.

**15. "For convenience of the qualified Bidders and to improve transparency, the rates/costs quoted by bidders against OIL's e-tenders shall be available for online viewing by such Bidders whose price bids are opened by Company. A Bidder can view item-wise rates/ costs of all other such peer bidders against the tender immediately after price bid opening, if the e-tender is floated by Company with PRICE CONDITION. In case the**

**Price-Bid is invited by Company through attachment form under "Notes & Attachment" (i.e., NO PRICE Condition), Bidders must upload their detailed Price-Bid as per the prescribed format under "Notes & Attachment", in addition to filling up the "Total Bid Value" Tab taking into account the cost of all individual line items and other applicable charges like freight, tax, duties, levies etc. Under NO PRICE Condition (i.e., Price Bid in attachment form), the "Total Bid Value" as calculated & quoted by the Bidder shall only be shared amongst the eligible bidders and Company will not assume any responsibility whatsoever towards calculation errors/ omissions therein, if any. Notwithstanding to sharing the "Total**



**Bid Value" or the same is whether filled up by the Bidder or not, Company will evaluate the cost details to ascertain the inter-se-ranking of bidders strictly as per the uploaded attachment and Bid Evaluation Criteria only. Online view of prices as above shall be available to the Bidders only upto seven days from the date of Price-Bid opening of the e-tender."**

**16.0 The Integrity Pact is applicable against this tender.** OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide **Annexure XII** of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the 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.

The name of the OIL's Independent External Monitors at present are as under:

SHRI RAJIV MATHUR, IPS (Retd.)

Former Director, IB, Govt. of India,

e-Mail ID : [rajivmathur23@gmail.com](mailto:rajivmathur23@gmail.com)

SHRI SATYANANDA MISHRA, IAS (Retd.)

Former Chief Information Commissioner &

Ex-Secretary, DOPT, Govt. of India

E-Mail ID :

[satyanandamishra@hotmail.com](mailto:satyanandamishra@hotmail.com)

SHRI JAGMOHAN GARG,

Ex-Vigilance Commissioner, CVC

e-Mail id : [jagmohan.garg@gmail.com](mailto:jagmohan.garg@gmail.com)

Yours Faithfully,  
Sd-  
(Aparajita Gogoi )  
Sr. Manager Materials (P)  
For GM-Kolkata Office

### **Annexure - AAA**

### **TECHNICAL SPECIFICATIONS WITH QUANTITY**

SLNO & MATERIAL CODE NO.	MATERIAL DESCRIPTION.	QUAN TITY	UOM
	<u><b>ROOFING MATERIALS</b></u>		

10 ----- 84012205	Bitumen Felt, Hessian Base, Type 3, Self finished felt, Grade I for Water Proofing and Damp-Proofing as per IS : 1322 (the Latest version / revision will be considered), Bearing ISI Mark; Width : 1.0 metre, Length : 20 metres, Minimum Weight of Finished Bitmen Felt in Dry condition, 46 Kg per roll of 20 mtrs.	4,000	RL
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**COMMON NOTES:-**

(a) Products offered must bear ISI marking and offers must be accompanied with valid authorization of Bureau of Indian Standard for use of ISI marking for the offered product, failing which offer will be rejected.

(b) **PAYMENT TERM** : Payment shall be released after acceptance of supply. Bidders to confirm the same while quoting.

(c) **Delivery is required in two equal lots as under:**

- 1<sup>st</sup> lot of 2000 ROLLS to be supplied in January, 2020.
- 2<sup>nd</sup> lot of 2000 ROLLS to be supplied in April, 2020 (Not before 1<sup>st</sup> April 2020).

Bidder to confirm the same while quoting.

**Annexure- BBB**

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

The following BRC/ BEC will govern the evaluation of the bids received against this tender. Bids that do not comply with stipulated BEC/ BRC in full will be treated as non responsive and such bids shall prima-facie be rejected. Bid evaluation will be done only for those bids that pass through the “ Bid Rejection Criteria” as stipulated in this document.

Other terms and conditions of the enquiry shall be as per General Terms and Conditions vide MM/ CALCUTTA/E-01/2016 for E-procurement LCB Tenders. However, if any of the Clauses of the Bid rejection Criteria/ Bid Evaluation Criteria ( BRC/ BEC) contradict the Clauses of the tender or MM/ CALCUTTA/E-01/2016 elsewhere, those in the BRC/ BEC shall prevail.

## I) BID REJECTION CRITERIA

The bids must conform to the specifications, terms, and conditions given in the NIT. Bids shall be rejected in case the items offered do not conform to the required minimum / maximum parameters stipulated in the technical specifications and to the respective international /national standards wherever stipulated. Notwithstanding the general conformity of the bids to the stipulated specifications and terms and conditions, the following requirements shall have to be particularly met by the bidders, without which the offer will be considered as non-responsive and rejected:

### A. BID REJECTION CRITERIA ( Technical):

- i) Manufacturer should have experience and supply of the tendered item in previous 5 (five) years to be reckoned from the original stipulated bid closing date of the tender.
- ii) Manufacturer should have experience of successfully executing at least 1(one) order of the tendered item for 2000 RL in 5 (five) years period preceding the original bid closing date of the tender.

Documentary evidence in respect of the above should be submitted in the form of copies of relevant purchase orders along with copies of any of the documents in respect of satisfactory execution of each of those purchase orders, such as (a) Satisfactory inspection report (OR) (b) Satisfactory supply completion / installation report ( OR ) (c) Consignee Receipted Delivery Challans (OR) (d) Central Excise Gate Pass / Tax Invoices issued under relevant rules of Central Excise/VAT (OR) (e ) any others documentary evidence that can substantiate the satisfactory execution of each of the purchase orders cited above.

**Note: The original Bid Closing date shall be considered by OIL for evaluation of BRC Criteria even in case of any extension of the original Bid closing date. Bidders to quote accordingly.**

### B. BID REJECTION CRITERIA (FINANCIAL) :

1.0 Annual Financial Turnover of the bidder during **any of preceding three financial / accounting years from the original bid closing date** should be at least **Rs. 40,61,280/-**.

**1.1 Net worth** of bidder must be positive for preceding financial/ accounting year.

2.0 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 'the balance sheet/Financial Statements for the financial year..... (as the case may be) has actually not been audited so far'.**

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

- i) A certificate issued by a practicing Chartered/ Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **ANNEXURE-B**.
- OR
- ii) Audited Balance Sheet along with Profit & Loss account."

b) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.

**Note: The original Bid Closing date shall be considered by OIL for evaluation of BRC Criteria even in case of any extension of the original Bid closing date. Bidders to quote accordingly.**

### **C) BID REJECTION CRITERIA (COMMERCIAL):**

Commercial Bid Rejection Criteria will be as per "General Terms & Conditions" for e-Procurement as per Booklet No. MM/CALCUTTA/E-01/2016 with following Special Bid Rejection Criteria.

1.0 Bids are invited under **Single Stage Two Bid System**. Bidders shall quote accordingly under Single Stage Two Bid System. **Please note that no price details should be furnished in the Technical (i.e. Unpriced) bid.** The "Unpriced Bid" shall contain all techno-commercial details except the prices, which shall be kept blank. The "Price Bid" must contain the price schedule and the bidder's commercial terms and conditions. Bidder not complying with above submission procedure will be rejected. **Technical RfX Response folder is meant for Technical bid only. Therefore, No price should be given in Technical RfX Response folder, otherwise the offer will be rejected.**

The bidder has to submit both the "TECHNO-COMMERCIAL UNPRICED BID" and "PRICED BID" bid through electronic form in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender.

1.1 In Technical Bid opening, only Technical Rfx will be opened. Therefore, the bidder should ensure that "TECHNO-COMMERCIAL UNPRICED BID" should contain details as mentioned in the technical specifications as well as BEC/ BRC , techno- commercial details including quantity offered except prices which shall be kept blank and upload the same in the Technical RfX Response-> User - > Technical Bid. **No price should be given in above Technical Rfx otherwise the offer will be rejected.** Please go through the help document in details before uploading the document and ensure uploading of technical bid in the Technical RfX Response-> User - > Technical Bid only. The "PRICE BID" must contain the price schedule and the bidder's commercial terms and conditions. **Details of prices as per Bid format / Commercial bid can be uploaded as Attachment under the attachment option under "Notes & Attachments". Priced bids of only those bidders will be opened whose offers are found to be techno-commercially acceptable.**

**2.0 Bid security of Rs. 1,62,500 /-** shall be furnished as a part of the TECHNICAL BID (refer Clause No. 8.0 (Section A) of "General Terms & Conditions" for e-Procurement as per Booklet No. MM/CALCUTTA/E-01/2016 for E-procurement (LCB Tenders)). The Bid Security may be submitted manually in sealed envelope superscribed with Tender no. and Bid Closing date to CGM-KOLKATA OFFICE, OIL INDIA LIMITED, 4 INDIA EXCHANGE PLACE, ICC BUILDING, 4<sup>TH</sup> FLOOR, KOLKATA – 700001, INDIA on or before the Bid Closing Date and Time mentioned in the Tender.

**Bid Security may also be paid online on or before the Bid Closing Date and Time mentioned in the Tender.**

A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender.

2.1 For exemption for submission of Bid Security, please refer Clause No. 8.16 (Section A) of “General Terms & Conditions” for e-Procurement as per Booklet No. MM/CALCUTTA/E-01/2016 for E-procurement (LCB Tenders).

**2.2 The Bank Guarantee towards Bid Security shall be valid upto 14.02.2020. (i.e. 90 days from the Bid Validity)**

**3.0** Successful bidder will be required to furnish a Performance Bank Guarantee @10% of the order value. Validity of the performance security shall be valid for 90 days beyond contract period/duration and applicable warranty/guarantee/defect liability period (if any). Bidder must confirm the same in their Technical Bid. Offers not complying with this clause will be rejected.

**4.0** The prices offered will have to be firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and rejected.

**5.0 Validity of the bid shall be minimum 120 days from the Bid Closing Date. Bids with lesser validity will be rejected.**

**6.0** Bids containing incorrect statement will be rejected.

**7.0** No offers should be sent by Telex, Cable, E-mail or Fax. Such offers will not be accepted.

**8.0** All the Bids must be Digitally Signed using “Class 3” digital certificate (e-commerce application) with Bidder’s organization name as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. The bid signed using other than “Class 3” digital certificate with Bidder’s organization name, will be rejected.

9.0 The original Bid Closing date shall be considered by OIL for evaluation of BRC Criteria even in case of any extension of the original Bid closing date. Bidders to quote accordingly.

10.0 OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide **Annexure XII** of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL’s competent signatory. The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e. who is duly authorized to sign the bid. If any bidder refuses to sign Integrity Pact or declines to submit the integrity pact, their offer shall be rejected straightaway. 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.

11.0 Bidders are required to submit the summary of the prices in their Commercial (Priced) bids as per bid format (Summary), given in **Annexure CCC** below :

#### **ANNEXURE –CCC**

##### **PRICE SCHEDULE**

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

	Item No.	
	HSN Code	

	Basic material Value (Unit Rate)	
	Quantity	4,000 RL
		In rupees
A.	Total Basic Material Value (Unit rate x Quantity)	
B.	Pre-despatch /Third party Inspection charges, if any	
C.	Packing and forwarding charges, if any	
D.	Total Ex-works value ( A+B+C)	
E.	GST on (D)	
F.	Compensatory Cess, if any	
G.	Total FOR Despatching Station Value ( D+E+F)	
H.	Freight Charges upto destination	
I.	GST on freight charges	
J.	Insurance charges inclusive of GST	
K.	Total FOR Destination Value (G+H+I+J)	

Gross weight of the total consignment :  
Gross volume of the total consignment :  
Name of Despatching Station :  
Delivery Period : Delivery in two equal lots as under:  
- 1<sup>st</sup> lot of 2000 ROLLS to be supplied in January,2020.  
- 2<sup>nd</sup> lot of 2000 ROLLS to be supplied in April,2020 (Not before 1<sup>st</sup> April 2020).

Validity :  
Payment terms : Payment shall be released after acceptance of supply.  
Name of original manufacturer :  
Other terms if any :

---

Name of Bidder  
Full Name :  
Address :  
Date :

**Note:**

1. Bidders must quote Freight Charges upto destination specified in tender. In case bidder fails to quote inland freight charges, highest freight quoted by the other bidder (considering pro-rata distance) against this tender or OIL's estimated freight , whichever is higher, shall be loaded to their offer for comparison purpose.
2. Other clauses on Goods & Service Tax shall be applicable as incorporated elsewhere in this tender.

**II) BID EVALUATION CRITERIA**

**The bids conforming to the specifications, terms and conditions stipulated in the enquiry and considered to be responsive after subjecting to the Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria mentioned below:**



1.0 The evaluation of bids will be done as per the Price Schedule (SUMMARY) detailed vide **Para 11.0** of Bid Rejection Criteria (commercial) .

2.0 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.

3.0 To ascertain the inter-se-ranking, the comparison of the responsive bids will be done on FOR Destination basis, subject to corrections / adjustments given herein.

4.0 In case any of the Clauses of the Bid Rejection Criteria / Bid Evaluation Criteria (BEC / BRC) mentioned here contradict the Clauses in the General Terms & Conditions of the Tender and/or elsewhere, those mentioned in this BEC / BRC shall prevail.

**ANNEXURE - DDD**

**FINANCIAL CHECKLIST**

***(To be filled up and submitted along with Unpriced bid)***

<b><u>Tender no.</u></b>	
<b><u>Bidder's name</u></b>	

Sl. No.	BEC / TENDER REQUIREMENTS	Please strikeout whichever is <i>not applicable</i>
1	Have you submitted “ <b>proof of Annual Turnover &amp; Net worth</b> ” i.e. (Audited Balance Sheet along with Profit & Loss account <b>or</b> certificate issued by a practicing Chartered/ Cost Accountant’ Firm certifying the Annual turnover & Net worth as per format prescribed in <b>ANNEXURE-B</b> )”?	YES / No
2	In case of submission of certificate as per format prescribed in ANNEXURE-B, whether the certificate has been issued by practicing <b>Chartered Accountants’ firm</b> on their letter head?	YES / No / Not Applicable
3	Whether the financial documents like Audited Balance Sheet, Profit & Loss account, certificate issued by a practicing Chartered/ Cost Accountant contains <b>Membership Number</b> ?	YES / No
4	Whether the financial documents like Audited Balance Sheet, Profit & Loss account, certificate issued by a practicing Chartered/ Cost Accountant contains <b>Firm Registration Number</b> ?	YES / No
5	<b>In case 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:</b>  Have you submitted <b>affidavit/undertaking</b> certifying that ‘the balance sheet/Financial Statements for the financial year..... (as the case may be) has actually not been audited so far’.	YES / No / Not Applicable

#### ANNEXURE - EEE

#### COMMERCIAL CHECKLIST

*(To be filled up and submitted along with the bid)*

<b><u>Tender no.</u></b>	
<b><u>Bidder’s name</u></b>	

SL.	BEC / TENDER REQUIREMENTS	COMPLIANCE BY BIDDER
-----	---------------------------	----------------------

NO.		Indicate 'Confirmed'/' Not Confirmed' /Not applicable	Indicate Corresponding page ref. of unpriced bid or Comments
1	Confirm that validity has been offered as per NIT.(120 days from BC date)		
2	Confirm that Bid Security / Earnest Money has been submitted as per NIT (Wherever Applicable)?		
2.1	Confirm that original bid bond guarantee has been submitted in format MENTIONED IN NIT.		
3	Confirm that you shall submit Performance security as per NIT (in the event of placement of order) (Wherever Applicable)?		
4	Confirm that duly signed Integrity Pact has been submitted as per NIT?		
5	Confirm that you have submitted documentary evidence as per BRC Technical		
6	Confirm that the offers and all attached documents are digitally signed using Class 3# digital certificate (e-commerce application) in Organization Name issued by an acceptable Certifying Authority (CA) as per Indian IT. Act 2000.NIT.		
7	Confirm that you have not taken any exception/deviations to the NIT.		
8.	Confirm that the product offered strictly conform to the technical specifications.		
9	Confirm that the prices offered are firm. <i>(Conditional offer shall be liable for rejection.)</i>		
10	Confirm that you have submitted undertaking of authenticity of information/documents as per annexure-K		

**NOTE: Please fill up the greyed cells only.**

**Bidders Response Sheet- Annexure FFF**

<b>No.</b>	<b>Tender No.</b>	
	<b>Bidders Name</b>	
<b>Sl</b>	<b>Description</b>	<b>Remarks</b>
1	Place of Despatch	
2	Whether Freight charges have been included in your quoted prices	

3	Whether Transit Insurance charges have been included in your quoted prices	
4	Make of quoted Product	
5	Offered Validity of Bid as per NIT	
6	Bid Security Submitted (if applicable)	
6	Details of Bid Security Submitted to OIL (if applicable)	
	a) Bid Security Amount (In Rs):	
	b) Bid Security Valid upto:	
7	Whether you shall submit Performance Security in the event of placement of order on you	
8	Integrity Pact Submitted	
9	Confirm that delivery Period will be as per annexure AAA	
10	Complied to Payment terms of NIT (if applicable) otherwise to Standard	
11	If bidder is MSE whether you have quoted your own product	
12	If bidder is Small scale unit , whether you are owned by SC/ST entrepreneur.	
13	If Bid security submitted as Bank Guarantee, Name and Full Address of Issuing Bank including Telephone, Fax Nos and Email id of branch manager	
14	Confirm that the Bid Security submitted (In case of Bank Guarantee) is in toto as per format provided in the bidding	
15	Bid Security if Not submitted, reasons thereof	

**NOTE: Please fill up the greyed cells only.**

**ANNEXURE - GGG**

**(TO BE FILLED UP BY ALL THE VENDOR IN THEIR OWN LETER HEAD)  
(ALL FIELDS ARE MANDATORY)**

**Tender No.** :.....

**Name of Beneficiary** :M/s.....

Vendor Code : .....  
 Address : .....  
 Phone No. (Land Line) : .....  
 Mobile No. : .....  
 E-mail address : .....  
 Bank Account No. (Minimum  
 Eleven Digit No.) : .....  
 Bank Name : .....  
 Branch : .....  
 Complete Address of your  
 Bank : .....  
 IFSC Code of your Bank  
     a) RTGS : .....  
     b) NEFT : .....  
 PAN : .....  
 VAT Registration No. : .....  
 CST Registration No. : .....  
 Service Tax Registration No. : .....  
 Provident Fund Registration : .....

I/We confirm and agree that all payments due to me/us from Oil India Limited can be remitted to our above mentioned account directly and we shall not hold Oil India Limited responsible if the amount due from Oil India Limited is remitted to wrong account due to incorrect details furnished by us.

Office Seal  
 Signature of Vendor

Counter Signed by Banker:  
 Seal of Bank:

Enclosure: Self attested photocopies of the following documents-

- 1) PAN Card
- 2) VAT Registration Certificate
- 3) Service Tax Registration
- 4) CST Registration
- 5) Provident Registration Certificate
- 6) Cancelled cheque of the bank account mentioned above (in original).
- 7) Bank Statement not older than 15 days on the date of submission.

**Annexure-K**

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,  
The General Manager-Kolkata Office  
Oil India Limited  
Kolkata

**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)

**ANNEXURE-B**

**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

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

**TO WHOME 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.

<b>YEAR</b>	<b>TURN OVER</b> In INR (Rs)	<b>NET WORTH</b> In INR (Rs)

Place:

Date:

Seal:

Membership No..

Registration Code:

Signature:

**ANNEXURE- XII**

### **INTEGRITY PACT**

Between

Oil India Limited (OIL) hereinafter referred to as "The Principal"

And

(Name of the bidder).....hereinafter referred to as "The Bidder/Contractor"

### **Preamble:**

The Principal intends to award, under laid down organizational procedures, contract/s for ..... The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organization "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### **Section: 1 -Commitments of the Principal**

**(1)** The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
3. The Principal will exclude from the process all known prejudiced persons.

**(2)** If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a Page 2 of 6 substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

### **Section: 2 -Commitments of the Bidder/Contractor**

**(1)** The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

**(2)** The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

**(3)** The Bidder/Contractor signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

### **Section 3 -Disqualification from tender process and exclusion from future Contracts**

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or risibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **or as mentioned in Section 9- Pact Duration whichever is later**. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings

### **Section 4 -Compensation for Damages**

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to

demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

#### **Section 5 -Previous transgression**

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **Section: 6 -Equal treatment of all Bidders/Contractor/Subcontractors**

1. The Principal will enter into Pacts on identical terms with all bidders and contractors.

2. The Bidder / Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

#### **Section: 7 -Criminal charges against violating Bidders/Contractors/ Subcontractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

#### **Section: 8 -External Independent Monitor/Monitors**

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the

violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. **However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.**

6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

7. If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8. The word 'Monitor' would include both singular and plural.

#### **Section:9 -Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

#### **Section:10 -Other provisions**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. **The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.**

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

**Mrs. A. Gogoi**

.....  
**For the Principal**

Place. Kolkata  
Date : 14.06.2019

.....  
**For the Bidder/Contractor**  
Witness 1: .....

Witness 2: .....

### **SPECIAL NOTES**

- a) Bidders without having E-tender Login ID and Password should complete their online registration at least seven (7) days prior to the scheduled bid closing date and time of the tender. For online registration, Bidder may visit the OIL's E-tender site <https://etender.srm.oilindia.in/irj/portal>
- b) Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.
- c) MSEs Units (manufacturers/Service Providers only and not their dealers/distributors) who are already registered with District Industry Centers or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or any other body specified by Ministry of MSME are exempted from payment of Bid Security (EMD) irrespective of monetary limit mentioned in their registration, provided they are registered for the item they intend to quote/participate.
- d) For availing benefits under Public Procurement Policy (Purchase preference & EMD exemption), the interested MSE Bidders must ensure that they are the manufacturer/ service provider of tendered item(s) and registered with the appropriate authority for the said item(s). Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant MSE Certificate issued by appropriate authority specifying the item as per tender. Therefore, it is in the interest of such MSE Vendors to furnish a copy of complete certificate to the concerned tender handling officer of OIL at least seven (7) days prior to the scheduled Bid Closing Date of the tender; seeking clarification/confirmation as to whether their registered item is eligible for EMD exemption or not. Late communication in this regard and request for bid closing date extension on that plea shall not be entertained by Company.



## Technical Evaluation sheet

TECHNICAL EVALUATION MATRIX (TO BE FILLED IN BY BIDDER DULY SIGNED)			
TECHNICAL SPECIFICATIONS			
SI No./ MATERIAL CODE NO.	DESCRIPTION	BIDDER'S RESPONSE (Complied / Not Complied /Deviation/ Not Applicable)	TO BE FILLED BY THE BIDDER Relevant Location of their Bid to support the remarks / compliance (Reference of Document name / Serial number/Page number of bid for documentary evidence)
10 ----- 84012205	<p><b><u>ROOFING MATERIALS</u></b>            Bitumen Felt, Hessian Base, Type 3, Self finished felt, Grade I for Water Proofing and Damp-Proofing as per IS : 1322 (the Latest version / revision will be considered), Bearing ISI Mark;            Width : 1.0 metre, Length : 20 metres,            Minimum Weight of Finished Bitmen Felt in Dry condition,46 Kg per roll of 20 mtrs.            Qty: 4,000 RL</p> <p><b><u>COMMON NOTES:-</u></b></p> <p>(a) Products offered must bear ISI marking and offers must be accompanied with valid authorization of Bureau of Indian Standard for use of ISI marking for the offered product, failing which offer will be rejected.</p> <p>(b) <b>PAYMENT TERM</b> : Payment shall be released after acceptance of supply. Bidders to confirm the same while quoting.</p>		

	<p>( c ) Delivery is required in two equal lots as under:</p> <ul style="list-style-type: none"> <li>- 1<sup>st</sup> lot of 2000 ROLLS to be supplied in January,2020.</li> <li>- 2<sup>nd</sup> lot of 2000 ROLLS to be supplied in April,2020 (Not before 1<sup>st</sup> April 2020).</li> </ul> <p>Bidder to confirm the same while quoting.</p>		
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TECHNICAL EVALUATION MATRIX (TO BE FILLED IN BY BIDDER DULY SIGNED)			
BID EVALUATION CRITERIA			
CLAUSE NO	DESCRIPTION	BIDDER'S RESPONSE (Complied / Not Complied /Deviation/ Not Applicable)	TO BE FILLED BY THE BIDDER Relevant Location of their Bid to support the remarks / compliance (Reference of Document name / Serial number/Page number of bid for documentary evidence)
	<p><b>BID REJECTION &amp; BID EVALUATION CRITERIA</b></p> <p>The bid must conform to the specifications and terms and conditions given in the enquiry. Bids shall be rejected, in case the item(s) offered do not conform to the required minimum/maximum parameters stipulated in the technical specifications and to the respective national standards wherever stipulated. Notwithstanding the general conformity of the bids to the stipulated specifications and terms and conditions, the following requirements shall have to be particularly met by the bidders, without which the offer will be considered as non-responsive and rejected.</p> <p><b>A. BID REJECTION CRITERIA (TECHNICAL)</b></p>		

	<p>i) Manufacturer should have experience and supply of the tendered item in previous 5 (five) years to be reckoned from the original stipulated bid closing date of the tender.</p> <p>ii) Manufacturer should have experience of successfully executing at least 1(one) order of the tendered item for 2000 RL in 5 (five) years period preceding the original bid closing date of the tender.</p> <p>Documentary evidence in respect of the above should be submitted in the form of copies of relevant purchase orders along with copies of any of the documents in respect of satisfactory execution of each of those purchase orders, such as (a) Satisfactory inspection report (OR) (b) Satisfactory supply completion / installation report ( OR ) (c)Consignee Receipted Delivery Challans (OR) (d) Central Excise Gate Pass / Tax Invoices issued under relevant rules of Central Excise/VAT (OR) (e ) any others documentary evidence that can substantiate the satisfactory execution of each of the purchase orders cited above.</p> <p><b>Note: The original Bid Closing date shall be considered by OIL for evaluation of BRC Criteria even in case of any extension of the original Bid closing date. Bidders to quote accordingly.</b></p>		
	<p><b>B) <u>BID REJECTION CRITERIA (FINANCIAL)</u> :</b></p> <p>1.0 Annual Financial Turnover of the bidder during <b>any of preceding three financial / accounting years from the original bid closing date</b> should be at least <b>Rs. 40,61,280/-</b>.</p> <p><b>1.1Net worth</b> of bidder must be positive for preceding financial/ accounting year.</p> <p>2.0Considering 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 /</p>		

	<p>accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that 'the balance sheet/Financial Statements for the financial year..... (as the case may be) has actually not been audited so far'.</p> <p><b>Note:</b> (a) For proof of Annual Turnover &amp; Net worth any one of the following document 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 &amp; Net worth as per format prescribed in ANNEXURE-B.</p> <p>OR</p> <p>ii) Audited Balance Sheet along with Profit &amp; Loss account.”</p> <p>b) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.</p> <p><b>Note: The original Bid Closing date shall be considered by OIL for evaluation of BRC Criteria even in case of any extension of the original Bid closing date. Bidders to quote accordingly.</b></p>		
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