Annexure -I

OIL 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 |
|---------------|---------------------|-------------------------------|
| SKI7577P18/04 | 04.05.2018 | Supply of Fire Proximity Suit |

Tender fee (Non – refundable) amount, 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 https://etender.srm.oilindia.in/irj/portal as well as OIL's

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



OIL INDIA LIMITED (A Government of India Enterprises) 4, India Exchange Place Kolkata -700001

TELEPHONE NO. (033) 22301657 FAX NO: (033) 22302596

Email: kolpur1@oilindia.in

FORWARDING LETTER

Tender No & Date :SKI7577P18/04

Tender Fee : Rs 1,000.00

Bid Security Amount :Rs. 39, 000/-

Bidding Type :Single Stage Two Bid

Bid Closing on : As mentioned in the Basic Data of e-portal

Bid Opening on : As mentioned in the Basic Data of e-portal

Performance Guarantee : Applicable

Integrity Pact : Not Applicable

Delivery Required : At DULIAJAN, ASSAM

OIL invites Bids for **Supply of Fire Proximity Suit through** its E-Procurement site. 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.
- b) "General Terms & Conditions" for e-Procurement as per Booklet NO. MM/CALCUTTA/E-01/2016 for E-procurement (LCB Tenders).
- c) This tender shall be guided by Purchase preference policy-linked with Local Content (PP LC) notified vide letter no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoP&NG as well as Public Procurement Policy for MSEs-Order 2012. For details of the PP-LC policy, please visit OIL website at www.oil-india.com and it is also provided in Annexure-II of this tender.

Purchase Preference will be given as per prevailing Government Guidelines as applicable on the bid closing date

Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions specified and shall have to submit all undertakings / documents applicable for this policy.

In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs-Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy. If a bidder seeks free of cost tender document under the MSE policy, then it shall be considered that the bidder has sought benefit against the MSE policy and this option once exercised cannot be modified subsequently.

- d) Technical specifications with Quantity and BEC/BRC and Price bid format as per <u>ANNEXURE AAA</u>, <u>ANNEXURE BBB and ANNEXURE CCC</u> respectively.
- e) The prescribed Bid Forms for submission of bids are available in the Technical RFx -> External Area > Tender Documents.
- f) 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).
- g) Bidder are advised to fill up the <u>Technical evaluation sheet</u> (Annexure DDD), <u>Technical bid check list</u> (Annexure EEE), <u>Response sheet</u> (Annexure FFF) and <u>Bank Details</u> (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.
- h) 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 <u>Against Tender Fee</u> <u>Payment should be made only through online mode</u> 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 on-line through OIL's electronic Payment Gateway upto one week prior to the Bid closing date (or as amended in e-portal).

- 1.2 <u>Against Bid Security/EMD/Performance Bank Guarantee</u> **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, 3rd 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.

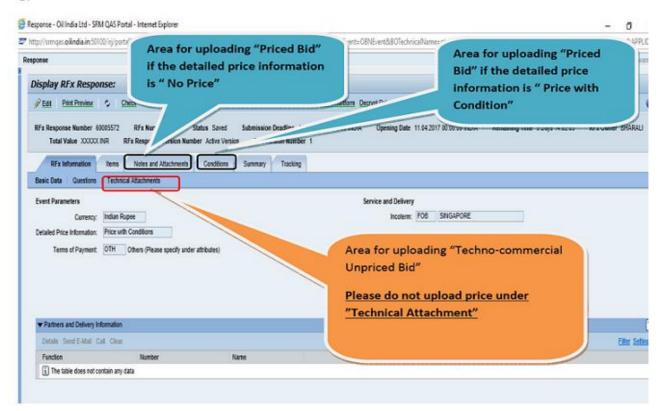
<u>Note</u>: In the event of an order, similar process will be required to be followed by the bidder in case of submission of Performance Security in the form of Bank guarantee.

- 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 <u>CGM-Kolkata Branch</u>, <u>Oil India Limited</u>, <u>4</u>, <u>India Exchange Place</u>, <u>Kolkata 700 001</u> 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.

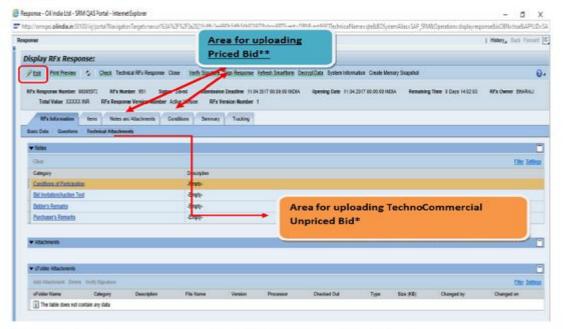
A screen shot in this regard is shown below.

Upload Technical Bid / Price Bid.

1.



 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:

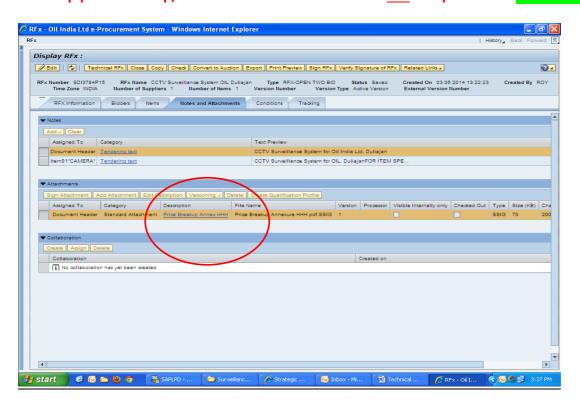


- "The "Techno-Commercial Unpriced Bid" shall contain all technocommercial details except the prices.
- ** Please follow the instructions as per Vendor User Manual for Uploading Price under "Notes and Attachment" or "Condition"
- 6.3 Any Offer not complying with above submission procedure will be rejected 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 Etender

Portal.



NOTE:

<u>Bidders should submit their bids (preferably in tabular form) explicitly mentioning compliance / non</u> 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).

12.0 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."

13.0 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, 2017and SGST Act, 2017and 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 complaint 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.

Yours Faithfully,

Annexure - AAA

TECHNICAL SPECIFICATIONS WITH QUANTITY

| SLNO& MATERIAL CODE . | MATERIAL DESCRIPTION. | QUANTITY | UNIT |
|-----------------------------|-----------------------|----------|------|
| 10 99056219 | FIRE PROXIMITY SUIT | 30 | NO |

Details Specification for Item 10:-

Fire Proximity Suit

A. Specification:

- i. The suit should be a MULTI LAYER FIRE SUIT (Three Layer), designed for proximity fire fighting, in two piece design, CE Certified/ marked meeting the performance requirements of Standard EN-469:2007 (Level 2) or their latest applicable version.
- ii. It should consist of Protective Fire Coats and Over-trousers worn by fire fighters to provide protection against occasional flame contact, the transmission of radiant heat and moisture during structural fire fighting activities. The Coat and Over-trouser should be supplied as a matched ensemble providing protection to the upper and lower torso including neck, arms to the wrists and legs to the ankles.
- iii. The Coat and Over-trouser ensemble should be constructed as a multi-layer (three layer) assembly containing an outer shell, moisture barrier and thermal liner.
- iv. The Outer layer should be made of inherently flame resistant 100% Aramid not less than 200 g/m2 material only.
- v. The Moisture barrier should be made of suitable material /membrane with PU Coated FR fabric.
- vi. The Thermal Liner should insulate against radiant & convective heat and should be made of aramide viscose combination of combined weight not less than 250 g/m2.
- vii. All the threads used for stitching is made of Aramid.

B. Design:

- i. Garment design features should include a double close front, velcro fixing device and safety zipper; Throat Safeguard design adjusted by Velcro fixing device.
- ii. Double Super large pocket on the Jacket and Pants, One Radio Pocket on the Chest and Concealed Paper Pocket between double close fronts; Cuffs should be adjusted by Velcro and with fire proof, water proof and thumb ring design; Aramid knitted wristlet with thumb hole.
- iii. The arms of the jacket and legs of the trouser should be provided with Aramid at the knee with additional reinforced padding offering high abrasion resistance. The padding should not be made from the same fabric

as that of the suit and should be much more mechanically strong preferable technical synthetic rubberized coated material.

- iv. 3M F.R. Reflective tape in Lime Green color should be sewn around the cuffs, foot, chest & back part of the Jacket and on the lower part of the Trousers all around as well as on the side.
- v. The Waist of the trouser should be at least 25 to 30 cm higher than the Jacket's base (for overlap); Elastic girdle and suspenders should be easily opening /lockable type with adjustable clips.
- vi. The threads used for stitching is made of Aramid.
- vii. It has to be provided with elastic intake at waist on the back part of trousers.
- viii. Anti-wicking barrier should be provided at bottom of trouser legs.
- ix. Color should be NAVY BLUE.
- **C. Accessories:** The suit should be supplied with following accessories:

1. Gloves:

- i. A pair of Four Layer 'FIRE FIGHTER GLOVES' with a membrane. The basic and carrier layer of the back of the glove should be of aramid textile material. The palm should be made of specially treated split leather resistant against heat, water and abrasion and it ensures maximum sensitivity and comfort for work.
- ii. It should also be made with aramid reinforcement for intensifying protection in the most stressed parts used in the palm and back of the glove
- iii. It should have extra strength & dexterity. It will provide flame and heat resistance, water and chemical resistance, and high resistance to cutting.
- iv. The glove is made with aramid wrist band that enables to put the glove on the coat sleeves and tighten it fast.
- v. It will be CE Marked /Certified to meet performance requirements of standard EN-659: 2008 or their latest applicable version.

2. BOOTS:

- i. A pair of 'FIRE FIGHTER BOOTS' made of Flame Retardant Rubber with Steel Toe Cap and Steel Mid Sole.
- ii. It should have a heat and oil resistant anti-skid sole.
- iii. It should be Electric Shock Resistant.
- iv. It should have heavy canvas lining with sponge cushion insole.
- v. It will provide ankle protection.
- vi. It will be 100% Waterproof & have carrying arrangement on top for ease of donning.
- vii. Boots should be CE Marked / Certified to meet requirements of EN-15090:2006 standard or their latest applicable version.

3. **HOOD**:

- i. A balaclava style 'KNITTED SOCK HOOD' to provide head and neck protection against direct flame contact. It Will be made of knitted FR material.
- ii. Material of Construction Aramid & Viscose Knit, 50/50, not more than 250 g/m2 so that it improves comfort level
- iii. Stitching 100% Meta-Aramide
- iv. It should be CE Marked / Certified to meet requirements of EN-13911 standard or their latest applicable

version.

4. Helmet:

- i. A 'FIREMAN HELMET' Light-weight and made of Kevlar Shell.
- ii. It should have an impact liner c/w leather headband.
- iii. Ratchet dial size adjuster 52-64cm, 2 point chinstrap with snap-clip,
- iv. Provided with a polycarbonate Face Shield such that the visor can be adjusted to any position.
- v. The visor should be scratch resistant and anti-fogging protection.
- vi. The helmet will have a Aluminized Aramid Neck Curtain for improved protection. The neck curtain should be easily separable from helmet.
- vii. It should be CE Marked /Certified to meet performance requirements of standard EN-443:2008 or their latest applicable version.
- viii. Colour: Yellow/ Lime Green with Photo-luminescent colour.
- **5. Box:** A suitable FRP box for each suit to be provided with each set to carry and keep the entire suit with accessories in good condition.

Notes:

- 1. Bidder has to submit all the relevant certificates, brochures/catalogues along with the offer.
- 2. Bidder has to be either the OEM or its authorized representative & should submit valid authorisation/dealership certificate from OEM along with the offer in this respect.
- 3. Bidder shall mention the make/model of each quoted accessory along with the suit.
- 4. The suit & accessories (boots, helmet, hood & helmet) should bear CE Marking & supporting copy of EC type examination certificate mentioning the model/make to be provided along with the offer.
- 5. The size of the suit should be suitable for fitting on average person of height 5'-8" & 36" waist. Length of the jacket should be 32 Inches. The supply shall be in assorted sizes, the bidder to confirm the size before supply of material.
- 6. The bidder should enclose the chart of the sizes along with details of dimensions, the quantity against sizes will be conformed before placement of the order. The quantity specified in the Purchase Order will be Binding to the Successful Bidder.
- 7. A large clear label should be permanently attached (sealed) or stitched inside the lining of fire suits. The label should give full details of compliance to EN Standards, manufacturer's contact details, sizing, wash/care information, style and date of manufacture and traceability coding.
- 8. WARRANTY: The bidders shall provide warranty for minimum 18 Months from the Date of Supply.
- 9. Bidder's response to all NIT stipulations should clearly be defined. Bidder shall furnish specific details/specifications of all major components.
- 10. Maximum allowable delivery period should be 3 months from the date of Purchase Order.

Annexure-BBB BID REJECTION & BID EVALUATION CRITERIA

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. TECHNICAL

1.0 BIDDER'S QUALIFICATION:

- 1.1 The bidder shall be an Original Equipment Manufacturer (OEM) or an authorized representative / dealer / supplier of the OEM.
- 1.2 Copy of "Certificate of Incorporation" and "NSIC or equivalent Certificate specifying the nature of business of the firm shall be furnished along with the bid.

2.0 BIDDER'S EXPERIENCE:

- 2.1 In case, the bidder is an Original Equipment Manufacturer (OEM):
- 2.1.1 The bidder shall be in the business of manufacturing the materials continuously for the last 5 years as on Bid Closing Date of this tender. The bidder shall have the credential of successfully executing supply of minimum 15 sets of Fire Proximity Suit. Documentary evidence in support of the bidders past supply shall be submitted along with the bid in the form of Purchase Orders and project completion report with detail Specification of the supplied item.
- 2.2 In case the bidder is an authorized representative / dealer / supplier, proper valid authorization certificate from the OEM who meets the qualification mentioned in Para 2.1.1 above, shall be submitted along with the offer for bid evaluation. Such authority letter should be valid for the entire period of execution of the order. Documentary evidence of the OEM meeting the qualification criteria as in Para 2.1.1 shall be submitted along with the bid.
- 2.3 The bidder should submit the order book (list of completed orders) for successful supply Fire Proximity Suits for last five years mentioning following details:
- i. Purchase Order No. with date
- ii. Name of organization to whom supplied
- iii. Quantity
- iv. Date of Supply
- 3.0 APPROVAL CRITERIA: Bidder must agree to submit the valid copy following approvals along with the bid for evaluation, failing which the offer will be summarily rejected:
- a) Copy of EN certificates for each component i.e suit (jacket & trouser), hood, gloves, helmet and boots should be valid for not less that the delivery period of this tender.
- b) Test certificates as per EN Standard for the respective item from an authorized laboratory.

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) 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. 9, 75, 000.00
- 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) COMMERCIAL:

- 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.
- 2.0 **Bid security of Rs. 39,000.00** 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)). 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 30.11.2018 (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 <u>Validity of the bid shall be minimum 120 days from the Bid Closing Date. Bids with lesser validity will be rejected</u>.
- **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 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:

Price Bid Format

| | Item No. | | |
|----|--|--------|------|
| | HSN Code | | |
| | Basic material Value (Unit Rate) | | |
| | Quantity | | |
| | | In Ruj | oees |
| 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) | | |
| Н. | Freight Charges upto destination | | |
| 1. | 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

Validity

Payment terms:

Name of manufacturer:

Other terms if any:

We agree to all the terms and conditions given in the Tender Document. We confirm that material will conform to OIL's specification.

Signature & Seal 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. Inspection Charges (Ref. B), are to be quoted wherever specifically asked for in the tender.
- 3. 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 10.0 of Bid Rejection Criteria.
- 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 This tender shall be guided by Purchase preference policy-linked with Local Content (PP LC) notified vide letter no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoP&NG as well as Public Procurement Policy for MSEs-Order 2012. For details of the PP-LC policy, please visit OIL website at www.oil-india.com and it is also provided in Annexure-II of this tender.

Purchase Preference will be given as per prevailing Government Guidelines as applicable on the bid closing date

Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions specified and shall have to submit all undertakings / documents applicable for this policy.

In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs-Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy. If a bidder seeks free of cost tender document under the MSE policy, then it shall be considered that the bidder has sought benefit against the MSE policy and this option once exercised cannot be modified subsequently.

5.0 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.

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

| Tender no. | |
|---------------|--|
| Bidder's name | |

| | | COMPLIANCE BY BIDDER | | |
|------------|--|---|--|--|
| SL. NO. | BEC / TENDER REQUIREMENTS | 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)? | | | |
| 3 | Confirm that you shall submit Performance security (in the event of placement of order) | | | |
| 4 | Confirm that duly signed Integrity Pact has been submitted as per NIT (Wherever Applicable)? | | | |
| 5 | Confirm that you have submitted documentary evidence as per BRC Technical | | | |
| 6 | Confirm that you have submitted Balance Sheet and Profit and Loss Account certified by a chartered accountant as mentioned in BRC Financial. | | | |
| 7 | 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 | | | |
| 8 | Confirm that you have not taken any exception/deviations to the NIT. | | | |
| 9. | Confirm that the product offered strictly conform to the technical specifications. | | | |
| 10 | Confirm that the prices offered are firm. (Conditional offer shall be liable for rejection.) | | | |

NOTE: Please fill up the greyed cells only.

Purchase Orders along with copies of any of the documents in respect of satisfactory execution of the Purchase Orders should be submitted – (i) Satisfactory Inspection Report (OR) (ii) Satisfactory Supply Completion / Installation Report (OR) (iii) Consignee Receipted Delivery Challans (OR) (iv) Central Excise Gate Pass / Tax , Invoices issued under relevant rules of Central Excise / VAT (OR) (v) any other documentary evidence that can substantiate the satisfactory execution of the purchase order cited above.

Bidder's Response Sheet

Annexure-FFF

| Tender N | No. | |
|-----------|------|--|
| Bidders I | Name | |

| | Bidders Response Sheet | |
|--------|---|---------|
| SI No. | Description | Remarks |
| 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) | |
| 7 | Details of Bid Security Submitted to OIL (if applicable) | |
| | a) Bid Security Amount (In Rs): | |
| | b) Bid Security Valid upto: | |
| 8 | Whether you shall submit Performance Security in the event of placement of order on you (if applicable) | |
| 9 | Integrity Pact Submitted (if applicable) | |
| 10 | Whether you have submitted documentary evidence of successfully executing one Purchase order as stipulated in NIT in any of the preceding 5 financial years (*) | |
| 11 | Whether you have submitted Balance Sheet and Profit and Loss Account of any of the preceding 3 financial years certified by a chartered accountant. | |
| 12 | Delivery Period in weeks from placement of order | |
| 13 | Complied to Payment terms of NIT (if applicable) otherwise to Standard Payment Terms of OIL or not. | |
| 14 | If bidder is MSE whether you have quoted your own product | |
| 15 | If bidder is Small scale unit , whether you are owned by SC/ST entrepreneur. | |
| 16 | If Bid security submitted as Bank Guarantee, Name and Full Address of Issuing Bank including Telephone, Fax Nos and Email id of branch manager | |
| 17 | Confirm that the Bid Security submitted (In case of Bank Guarantee) is in toto as per format provided in the bidding document. | |
| 18 | Bid Security if Not submitted, reasons thereof | |
| | | |

NOTE: Please fill up the greyed cells only.

(*) Purchase Orders along with copies of any of the documents in respect of satisfactory execution of the Purchase Orders should be submitted – (i) Satisfactory Inspection Report (OR) (ii) Satisfactory Supply Completion / Installation Report (OR) (iii) Consignee Receipted Delivery Challans (OR) (iv) Central Excise Gate Pass / Tax , Invoices issued under relevant rules of Central Excise / VAT (OR) (v) any other documentary evidence that can substantiate the satisfactory

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

| Name of Beneficiary | :M/s |
|------------------------------|--|
| Vendor Code | ······································ |
| Address | |
| Phone No. (Land Line) | : |
| Mobile No. | |
| E-mail address | |
| Bank Account No. (Minimun | 1 |
| 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 | · |
| _ | t all payments due to me/us from Oil India Limited can |

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 Counter Signed by Banker: Signature of Vendor Seal of Bank:

Enclosure: Self attested photocopies of the following documents-

1) PAN Card

Tender No.

- 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.