Kolkata Office,
4 India Exchange Place,
ICC Building, 4th Floor
Kolkata-700001
West Bengal
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FAX: 91-33-22302596
Email: oilcalmn@oilindia.in,
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FORWARDING LETTER

M/s. ______________________________
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Description: **TENDER NO – SKI1375P26** for **Supply of Safety Rubber Gum Boot under Rate contract for 02 (two) years.**

(i)	Tender / IFB No.	:	SKI1375P26
(ii)	Type of Bidding	:	Open Indigenous e-tender; Single Stage Two Bid System
(iii)	Tender fee	:	Not applicable
(iv)	Bid Closing Date & Time	:	As mentioned in OIL's E-tender portal
(v)	Technical Bid Opening Date & Time	:	As mentioned in OIL's E-tender portal
(vi)	Price Bid Opening Date & Time	:	Will be intimated to successful bidders after technical evaluation
(vii)	Bid Submission Mode	:	Bids must be uploaded online in OIL's E-procurement portal
(viii)	Bid Opening Place	:	OIL INDIA LIMITED, 4 INDIA EXCHANGE PLACE, ICC BUILDING, 4TH FLOOR, KOLKATA - 700001
(ix)	Bid Validity	:	120 days from date of actual Bid Closing/ Opening
(x)	Bid Security	:	Bid securing declaration as per prescribed format
(xi)	Amount of Performance Security	:	5% of the value of the individual purchase orders (to be issued against the rate contract). Note: PBG will be applicable only if value of the individual purchase order exceeds ₹ 10 (ten) lakhs.
(xii)	Validity of Performance Security	:	90 days beyond order execution period and applicable warranty/guarantee period (if any).

(xiii)	Duration of the Rate Contract	:	02 (Two) years from date of commencement of contract. Date of commencement shall be the date of issue of LOA.
(xiv)	Integrity Pact	:	Must be digitally signed & uploaded along with the Techno-commercial Bid.
(xv)	Delivery Required at	:	Oil India Limited, Duliajan, Assam, Dibrugarh, ASSAM-786602, India
(xvi)	Whether tendered quantities are splittable	:	No

1.0 OIL INDIA LIMITED (OIL), Kolkata, West Bengal (Registered Office at Duliajan, Assam) a 'Maharatna' Category, Government of India Enterprise, is a premier Oil Company engaged in exploration, production and transportation of crude oil & natural gas invites invites Bids for **Supply of Safety Rubber Gum Boot under Rate Contract for a period of 02 (two) years** through its E-Procurement site under **SINGLE STAGE TWO BID SYSTEM**.

The complete bid documents and details for purchasing bid documents, participation in e-tenders are available on OIL's e-procurement portal https://etender.srm.oilindia.in/irj/portal as well as OIL's website www.oil-india.com.

NOTE: All addenda, Corrigenda, time extension etc. to the tenders will be hosted on above website and e- portal only. Bidders should regularly visit above website and e-portal to keep themselves updated.

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.

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. Nos.: 0374-2807178, 0374-2807171, 0374-2807192. Email- id: erp_mm@oilindia.in, esupport@oilindia.in.

This Tender has been floated for participation of Indigenous bidders only. Hence, only Indigenous bidders are eligible to participate against this tender.

Consortiums/Joint venture entities are not eligible to participate against this tender.

The tender will be governed by:

a) "General Terms & Conditions" for e-Procurement as per Booklet NO. MM/CALCUTTA/E-01/2016 for E-procurement (LCB Tenders).

b) Technical specifications with Quantity, BEC/BRC and Price bid format as per **ANNEXURE A, ANNEXURE B and ANNEXURE C** respectively.

c) The prescribed Bid Forms for submission of bids are available in the Technical RFx -> External Area - > Tender Documents.

d) 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.

e) Bidder are advised to fill up the **Technical Evaluation sheet (Annexure D), Commercial Checklist (Annexure E), Response sheet (Annexure F), Bank Details (Annexure G) and other Undertakings/ Proformas/ Annexures** 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. For details, please refer "Vendor User Manual" / "NEW INSTRUCTIONS.

Special Note:

1.0 **Bidders to take special note of the following conditions:**

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) Categorisation and various Criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020, Amended vide Gazette Notification No. CG-DL-E-160-62021-227649 dated 16.06.2021 and No. CG-DL-E-19012022-232763 dated 19.01.2022 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES and as amended time to time.

The bidder claiming the MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against this tender has to submit Udyam Registration Number with Udyam Registration Certificate for availing the benefit applicable to MSEs.

Note: In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur or Woman Entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur/ Woman Entrepreneurs should also be enclosed.

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

2.0 The tender is invited 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.

2.1 Please ensure that Technical Bid / all technical related documents related to the tender are uploaded in the RFx Information > Technical Attachment only. 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 RFx Response, or else the offer will be straightaway rejected.

2.2 The "PRICE BID" must contain the price schedule and the bidder's commercial terms and conditions. For price upload area, please refer "NEW INSTRUCTIONS".

2.3 Offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria mentioned in Annexure-B.

3.0 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) 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.

4.0 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.

5.0 To participate in OIL's E-Procurement tender, bidders should have a legally valid digital certificate of Class 3 with Organizations Name and Encryption 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). Digital Signature Certificates having "Organization Name" field other than Bidder's Name are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable.

In case of sole proprietorship firms, Digital Signature Certificates issued in the name of the proprietor is also acceptable provided the bid is submitted in the capacity of a proprietorship firm.

6.0 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.

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 is invited 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.

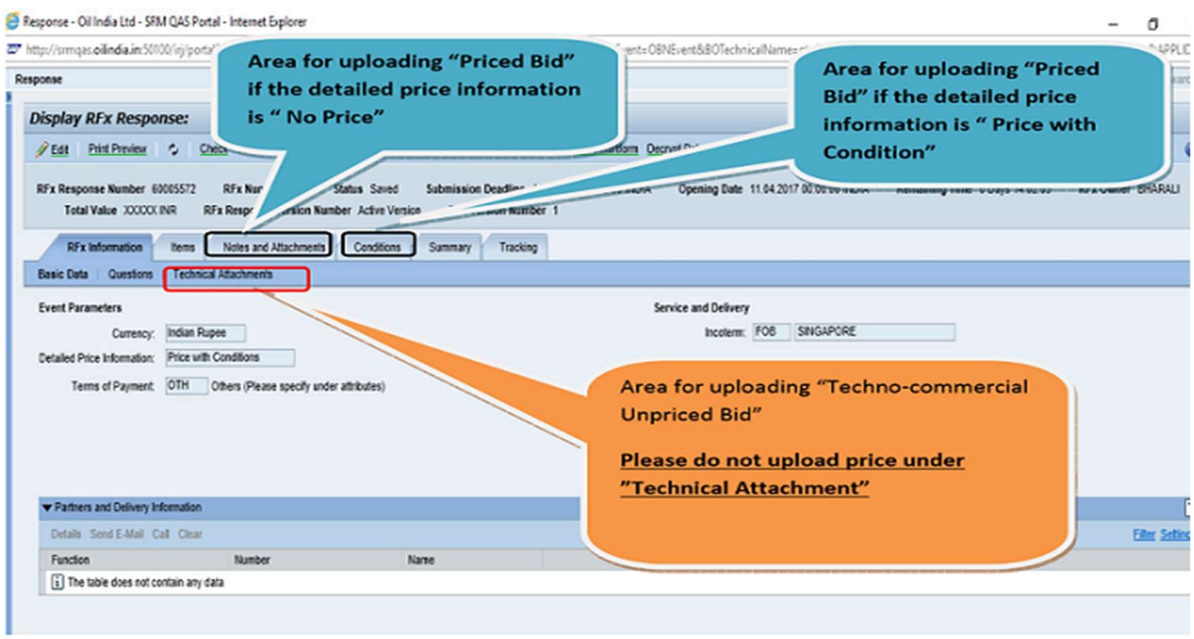
9.0 **Please ensure that Techno-commercial Bid / all technical related documents related to the tender are uploaded in the** Technical Attachment as shown in the screen shot below. The "**TECHNO-COMMERCIAL UNPRICED BID**" shall contain all techno-commercial details **except the prices**. **Please note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

9.1 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.**

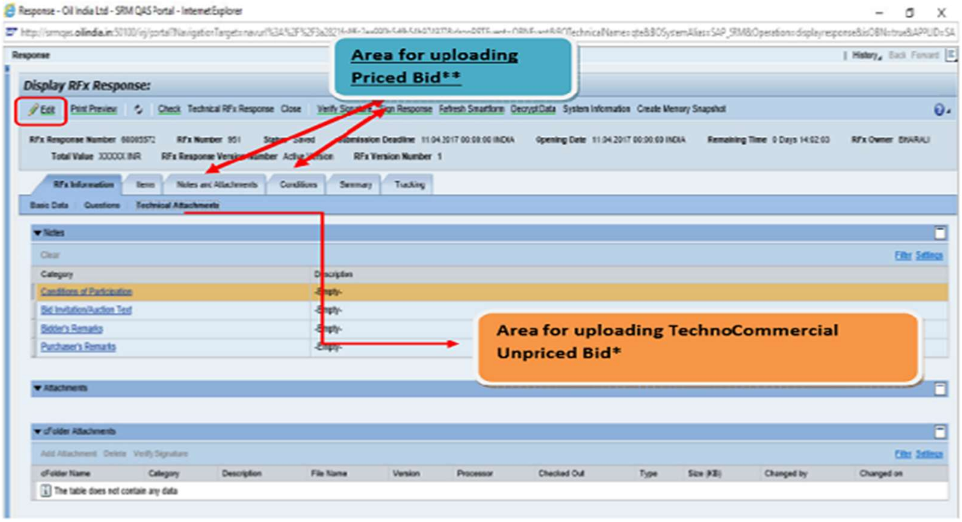
A screen shot in this regard is shown below.

Upload Technical Bid / Price Bid.

1.



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.

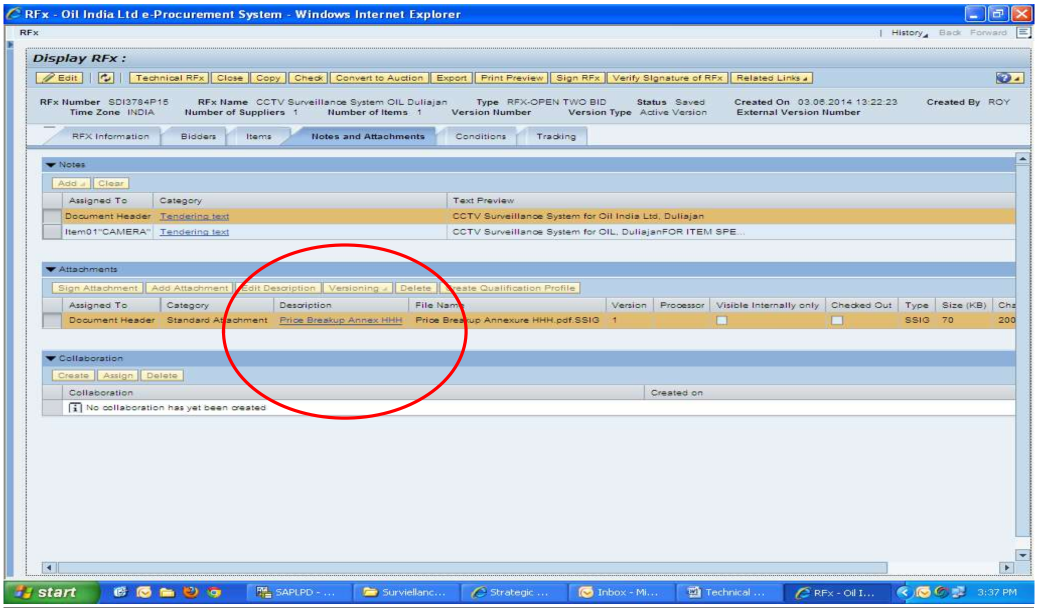
** Please follow the instructions as per Vendor User Manual for Uploading Price under "Notes and Attachment" or "Condition"

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

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

9.4 Price Breakup/format:

Bidders should submit the price breakup/format of all the items as per "Annexure C" which has been uploaded under "Notes & Attachments" > "Attachments" as shown below. The price breakup/format "Annexure C" 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 Latest Vendor Manual 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.

10.0 The tender shall be governed by the Bid Rejection & Bid Evaluation Criteria given in enclosed **Annexure-B**. However, if any of the Clauses of the Bid Rejection Criteria / Bid Evaluation Criteria (as per **Annexure-B**) 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.

11.0 To ascertain the substantial responsiveness of the bid, OIL reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be summarily rejected.

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

13.0 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.

Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employee.

14.0 Delivery/collection Instructions in cases where transportation is in OIL's scope:

(i) The suppliers shall be required to deliver the Sundry consignments of weight less than 3 (Three) Tons at the godown/office/collection point of OIL's authorized transporter in various cities.

(ii) Consignments weighing more than 3(Three) Tons shall be collected from the supplier's premises/loading points by OIL's authorized transporter.

(iii) The name of OIL's current authorized transporter is M/s Western Carriers (India) Ltd. Bidders are requested to note the above delivery/collection instructions while submitting their offers.

15.0 **ONLINE VIEWING OF PRICE BY BIDDERS**: 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 up to seven days from the date of Price-Bid opening of thee-tender.

Note: Rates/Costs shown in e-tender portal are as calculated/quoted by the respective Bidder. Company does not assume any responsibility and shall not be. liable for any calculation error or omissions. However, for placement of order/award of contract, Company shall evaluate the cost details to determine the inter-se-ranking of Bidders strictly as per their Price-Bids and Bid Evaluation Criteria of the Tender. OIL INDIA LTD accepts no liability of any nature resulting from mismatch of "Total Bid Value" & price submitted under "Notes & Attachment" by any bidder and no claim whatsoever shall be entertained thereof.

16.0 **Banning Policy**: Revised Banning Policy dated 17.03.2023 as uploaded in OIL's website and revised guidelines of banning/debarment vide OM no. F.1/20/2018-PPD dated 02.11.2021 issued by Department of Expenditure, Ministry of Finance, Govt of India will be applicable against the tender (and order in case of award) to deal with any agency (bidder/contractor/supplier/vendor/service provider) who commits deception, default, fraud or indulged in other misconduct of whatsoever nature in the tendering process and/or order execution processes.

The bidders who are on Holiday/Banning/Suspension list of OIL on due date of submission of bid/ during the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening/evaluation/award. If the bidding documents were issued inadvertently/downloaded from website, the offers submitted by such bidders shall also not be considered for bid opening/evaluation/ Award of Work.

17.0 **Restrictions on procurement from a bidder of a country which shares a land border with India:**

Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide office memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020 (order-Public Procurement no.1) has proclaimed the insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 w.e.f. 23rd July, 2020 and amended vide O.M. No. F.7/10/2021-PPD (1) dated 23.02.2023 (order public procurement no. 4) from Procurement Policy Division, Department of Expenditure, Ministry of Finance forwarded by Department of Public Enterprises vide O.M. No. F. No. DPE/7 (4)/2017-Fin dated 24.02.2023 regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence of India on matters directly or indirectly related thereto including national security. Bidders are requested to take note of the following clauses and submit their offers accordingly wherever applicable.

(1) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)]. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority to be eligible to bid in this tender.

(2) "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

(3) "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means:

a. An entity incorporated, established or registered in such a country; or
b. A subsidiary of an entity incorporated, established or registered in such a country; or
c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
d. An entity whose beneficial owner is situated in such a country; or
e. An Indian (or other) agent of such an entity; or
f. A natural person who is a citizen of such a country; or
g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

(4) The beneficial owner for the purpose of para (3) above will be as under:

(i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation:

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company.

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder’s agreements or voting agreements.

(ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

(iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

(5) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

(6) The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

(7) Validity of Registration: The registration should be valid at the time of submission of bid and at the time of acceptance of bid. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.

(8) Undertaking regarding compliance: The bidders are required to provide undertakings as per Proforma- D(I), Proforma- D(II)& Proforma- D(III) along with their bid towards compliance of the above guidelines for participation in this tender. If the undertakings given by a bidder whose bid is accepted is found to be false, this would be a ground for debarment/action as per OIL's Banning Policy and further legal action in accordance with law.

18.0 **Tax Collected at Source (TCS):** Tax Collectible at Source (TCS) applicable under the Income-tax Law and charged by the SUPPLIER shall also be payable by OIL along with consideration for procurement of goods/materials/equipment. If TCS is collected by the SUPPLIER, a TCS certificate in prescribed Form shall be issued by the SUPPLIER to OIL within the statutory time limit. Payment towards applicable TCS u/s 206C (1 H) of Income Tax Act.1961 will be made to the supplier provided they are claiming it in their invoice and on submission of following undertaking along with the invoice slating that:

a. TCS is applicable on supply of goods invoiced to OIL as turnover of the supplier in previous year was more than Rs. 10 Cr. And
b. Total supply of goods to OIL in FY … exceeds Rs. 50 Lakh and
c. TCS as charged in the invoice has already been deposited (duly indicating the details such as challan No. and date) or would be deposited with Exchequer on or before the due date and
d. TCS certificate as provided in the Income Tax Act will be issued to OIL in time.

However, Performance Security deposit will be released only after the TCS certificate for the amount of tax collected, is provided to OIL. Supplier will extend the performance bank guarantee (PBG), wherever required, till the receipt of TCS certificate or else the same will be forfeited to the extent of amount of TCS. if all other conditions of Purchase order are fulfilled. The above payment condition is applicable only for release of TCS amount charged by supplier u/s 206C (1 H) of Income tax Act, 1961.

19.0 **FINANCING OF TRADE RECEIVABLES OF MICRO AND SMALL ENTERPRISES (MSEs) THROUGH TRADE RECEIVABLES DISCOUNTING SYSTEM (TReDS) PLATFORM.**

Based on the initiatives of Government of India to help MSE vendors get immediate access to liquid fund based on Buyers credit rating by discounting, OIL has registered itself on TReDS platform with M/s RXIL, M/s A TREDS Ltd. (Invoice Mart), M1xchange, C2treds and DTX. MSE vendors can avail this benefit by registering themselves with any of the exchanges providing e-discounting / electronic factoring services on TreDS platform and following the procedures defined therein, provided OIL is also participating in such TreDS Platform as a Buyer.

(i) MSE Vendor should be aware that all costs relating to availing the facility of discounting on TreDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor.

(ii) MSE Vendor hereby agrees to indemnify, hold harmless and keep OIL and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TreDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.

(iii) OIL shall not be liable for any special, indirect, punitive, incidental, or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TreDS platform for discounting their (MSE Vendor's) invoices.

Notes:
(a) Buyer means OIL who has placed Purchase Order/ Contract on a MSE Vendor (Seller).
(b) Seller means a MSE vendor, who has been awarded Purchase Order/ Contract by OIL (Buyer).

20.0 **Bidder's Financial Standing**: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect along with their offer.

21.0 **Applicability of Banning Policy of Oil India Limited:** Revised Banning Policy dated 17.03.2023 as uploaded in OIL's website and revised guidelines of banning/debarment vide OM no. F.1/20/2018-PPD dated 02.11.2021 issued by Department of Expenditure, Ministry of Finance, Govt of India will be applicable against the tender (and order in case of award) to deal with any agency (bidder/contractor/supplier/vendor/service provider) who commits deception, default, fraud or indulged in other misconduct of whatsoever nature in the tendering process and/or order execution processes.

The bidders who are on Holiday/Banning/Suspension list of OIL on due date of submission of bid/ during the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening/evaluation/award. If the bidding documents were issued inadvertently/downloaded from website, the offers submitted by such bidders shall also not be considered for bid opening/evaluation/ Award of Work.

22.0 **SET-OFF:** Any sum of money due and payable to the Seller (including Security Deposit refundable to them) under any purchase order 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 a sum of money arising out of any other purchase order made by the Seller with Oil India Limited (or such other person or persons contracting through Oil India Limited).

23.0 **INTEGRITY PACT:** Not Applicable

24.0 **PERFORMANCE SECURITY**

Successful bidder will be required to furnish a Performance Bank Guarantee @ **5%** of the order value with validity as mentioned in the tender document. The Performance Security must be submitted exactly as per **PROFROMA – E.** Bidder must confirm the same in their Technical Bid.

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

(i) MT 760/MT 760 COV for issuance of bank guarantee.

(ii) MT 760/MT 767 COV for amendment of bank guarantee.

[Order Number should reflect in the SFMS text under MT 760/MT 760 COV]

The above message/intimation shall be sent through SFMS by the BG issuing Bank branch to ICICI Bank, Duliajan Branch, IFSC Code- ICIC0000213, Branch Address.: ICICI Bank Ltd, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam - 786602. The Bank details are as under:

Bank Details of Beneficiary	
Bank Name	ICICI BANK LTD.
Branch Name	DULIAJAN
Branch Address	KUNJA BHAVAN, DAILY BAZAAR, DULIAJAN, DIBRUGARH, ASSAM - 786602
IFSC Code	ICIC0000213
Unique identifier code (Field 7037)	OIL503988890
Company name	Oil India Limited

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

The Original Performance Bank Guarantee shall be submitted after issuance of Purchase Order to GM-KO, Oil India Limited, Kolkata Office 4, India Exchange Place, Kolkata - 700 001, India.

24.1 Performance Security shall be issued from any scheduled Indian Bank or any branch of an International Bank situated in India and registered with the Reserve Bank of India as scheduled foreign Bank in case of domestic suppliers.

24.2 Bank Guarantees issued by a Bank in India should be on non-judicial Stamp Paper/Franking receipt of requisite value, as per Indian Stamp Act, purchased in the name of the Banker or the Seller.

24.3 Bank Guarantee with condition other than those mentioned in OIL's prescribed format shall not be accepted.

24.4 The Bank Guarantee issued by a Bank amongst others shall contain the complete address of the Bank including Phone Nos., Fax Nos., E-mail address, Code Nos. of the authorized signatory with full name and designation and Branch Code.

24.5 The Performance Security shall be payable to Purchaser as compensation for any breach or loss resulting from Supplier's failure to fulfil its obligations under the Purchase Order/Contract. In the event of such default on the part of Seller, the Performance Security shall be encashed unconditionally, and the proceeds thereof shall be forfeited without any further reference to the Seller. In such an eventuality, the Seller shall be liable to face penal actions including debarment as per OIL's Banning Policy, 2023.

24.6 The Performance Security shall be discharged by Purchaser not later than 30 days following its expiry after completion of obligations under the order/contract. In the event of any extension to the contractual validity or delay in supply/ execution or extension of Warranty Period of the Purchase Order/Contract, validity of the Performance Security shall be extended by the Seller/Contractor by the equivalent period.

24.7 The Performance Security shall not accrue any interest during its period of validity or extended validity. OIL shall not be liable to pay any bank charges, commission or interest on the amount of Performance Security.

24.8 Failure of the successful Bidder to comply with the requirements of above clauses shall constitute sufficient grounds for annulment of the award and forfeiture of their Bid Security or Performance Security. The defaulting party shall also be debarred from business as per OIL's Banning Policy, 2023.

24.9 In case, the Performance Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the fake signatures, the Purchase Order placed on the bidder shall be treated as cancelled forthwith and the bidder shall be banned from participating in future tenders in accordance with the provisions of Company's Banning Policy, 2023. Further, the Bid Security submitted by such bidder shall be invoked without any further reference, besides other penal action, as the Company may think appropriate.

24.10 In case Annual Maintenance Contract (AMC) is required and OIL intends to enter into a separate contract with the successful bidder for AMC, the Successful bidder must undertake to submit separate Performance Security against the AMC at the applicable rate & validity to be stipulated in the contract. (10% of annualized contract value valid for three months beyond entire execution period).

24.11 In case of Online payment of Performance Security, supplier shall provide the Online transaction details as proof of submission of Performance Security to OIL. The online payment amount should be received in OIL's bank account.

OIL's Bank account Details for Online submission of Performance Security	
Name	Oil India Limited
Bank	HDFC BANK
Branch	CENTRAL PLAZA BRANCH
Branch Address	HDFC BANK LTD 2/6, SARAT BOSE ROAD, CENTRAL PLAZA KOLKATA-700020, WEST BENGAL
Account Number	**00140350007709**
Account Type	Current
IFSC Code	HDFC0000014
MICR	700240003
Swift Code	HDFCINBB

24.12 **Submission of Performance Security in the form of Electronic Bank Guarantee (e-BG)**

Oil India Ltd. has now adopted Electronic Bank Guarantee (e-BG) for Performance Security in addition to the existing provisions. Electronic Bank Guarantee (e-BG) is a digitally signed BG issued by banks which is transmitted directly from banks to beneficiaries in electronic form through a platform provided by National E-Governance Services Limited (NeSL).

Submission of Performance Security, as applicable, in the form of Electronic bank Guarantee (e-PBG) is also acceptable:

Sl. No.	**Bank name**	**Sl. No.**	**Bank name**
1	AU Small Finance Bank	18	Indian Bank
2	Axis Bank	19	Indian Overseas Bank
3	Bank of Baroda	20	IndusInd Bank
4	Bank of India	21	Karnataka Bank
5	Bank of Maharashtra	22	Karur Vysya Bank
6	Canara Bank	23	Kotak Mahindra Bank
7	Central Bank of India	24	Punjab and Sind Bank
8	City Union Bank	25	Punjab National Bank
9	DBS Bank	26	RBL Bank
10	DCB Bank	27	Standard Chartered
11	Dhanlaxmi Bank	28	State Bank of India
12	Federal Bank	29	South Indian Bank
13	HDFC Bank	30	Tamilnad Mercantile Bank Ltd
14	HSBC Bank	31	UCO Bank
15	ICICI Bank	32	Union Bank of India
16	IDBI Bank	33	Yes Bank
17	IDFC First Bank		

Beneficiary details for issue of e-PBG are:

Sl. No.	**Particulars**	**Details**
1	Name	Oil India Limited
2	PAN	AAACO2352C
3	Date of Incorporation	18-02-1959

4	Email ID	tridip.kalita@oilindia.in
5	Mobile No.	8638881600
6	Local Address	Oil India Limited, Kolkata Office 4, India Exchange Place, Kolkata - 700 001
7	Registered Address	Duliaian, Dibrugarh, Assam-786602

11.14 **Submission of Performance Security in the form of Insurance Surety Bond:** If Performance Security is submitted in the form of Insurance Surety Bond (as per **PROFORMA-O**) then the following instructions are to be followed:

(i) The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

(ii) The Company shall be the Creditor, the Contractor shall be the principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

(iii) The Insurance Surety Bond should be on non-judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Contractor /Insurer issuing the Insurance Surety Bond.

(iv) The expiry date and values should be arrived at in accordance with instructions provided in the “Forwarding Letter” of the Tender.

(v) The Insurance Surety Bond by Contractors will be given from Insurer as specified in the Tender.

(vi) A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that the said Insurance Surety Bond/all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser at its address as mentioned at "ITB".

(vii) Contractor must indicate the full postal address of the Insurer along with the Insurer's E-mail/Phone from where the Insurance Surety Bond has been issued.

Contractor must indicate name, address, contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom/ where the Surety Bond can be got confirmed by the Company.

25.0 **BID SECURITY:**

(If Bid Security /Earnest Money Deposit (EMD) is applicable.)

Bids must be accompanied by Bid Security for the amount as mentioned in the tender and shall be in the prescribed format **(PROFORMA – F(A))** as Bank Guarantee (BG) or Online payment.

In case of the Bid Security is submitted in the form of Bank Guarantee, scanned copy of Bank Guarantee shall be uploaded by the bidder in the online bid and **Original Bank Guarantee will have to be submitted directly to OIL, Kolkata Office on or before the Bid closing date and time, failing which the bid may be treated as incomplete and may lead to rejection of the bid by OIL without making any reference to the bidder**.

The Original Bid Security shall be submitted manually in sealed envelope superscribed with tender no., tendered item detail and due date to: **GM-KO, Oil India Limited, Kolkata Office 4, India Exchange Place, *Kolkata* - 700 001, India**

In case of Online payment of Bid Security, bidder shall provide the Online transaction details in their online bid as proof of submission of Bid Security to OIL. The online payment of Bid Security amount should be received in OIL's bank account on or before the Bid closing date and time failing which the offer will be rejected outright without any further reference.

OIL's Bank account Details for Online submission of Bid Security	
Name	Oil India Limited
Bank	HDFC BANK
Branch	CENTRAL PLAZA BRANCH
Branch Address	HDFC BANK LTD 2/6, SARAT BOSE ROAD, CENTRAL PLAZA KOLKATA-700020, WEST BENGAL
Account Number	**00140350007709**
Account Type	Current
IFSC Code	HDFC0000014
MICR	700240003
Swift Code	HDFCINBB

25.1 Bid Security shall be issued from any scheduled Indian Bank or any branch of an International Bank situated in India and registered with the Reserve Bank of India as scheduled foreign Bank in case of domestic suppliers.

25.2 Bank Guarantee issued by a scheduled Bank in India at the request of some other non-scheduled Bank in India shall not be accepted.

25.3 Bank Guarantees issued by a Bank in India should be on non-judicial Stamp Paper/Franking receipt of requisite value, as per Indian Stamp Act, purchased in the name of the Banker or the Seller.

25.4 Bank Guarantee with condition other than those mentioned in OIL's prescribed format/GeM Bank Guarantee format shall not be accepted.

25.5 The Bank Guarantee issued by a Bank amongst others shall contain the complete address of the Bank including Phone Nos., Fax Nos., E-mail address, Code Nos. of the authorized signatory with full name and designation and Branch Code.

25.6 The bidders will extend the validity of the Bid Security, if and whenever specifically advised by OIL, at the bidder's cost.

25.7 The Bid Security shall not accrue any interest during its period of validity or extended validity. OIL shall not be liable to pay any bank charges, commission or interest on the amount of Bid Security.

25.8 In case, the Bid Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the fake signatures, the bid submitted by the concerned bidder shall be rejected and the bidder shall be banned from participating in future tenders in accordance with the provisions of OIL's Banning Policy. Further, the Bid Security submitted by such bidder shall be invoked without any further reference, besides other penal action, as OIL may think appropriate.

25.9 In case of Bank Guarantee, the Bank Guarantee issuing bank branch must ensure the following:

The Bank Guarantee issued by the bank must be routed through SFMS platform as per the following details:
(i) MT 760/MT 760 COV for issuance of bank guarantee.
(ii) MT 760/MT 767 COV for amendment of bank guarantee.

[Tender Number should reflect in the SFMS text under MT 760/MT 760 COV]

The above message/intimation shall be sent through SFMS by the BG issuing Bank branch to ICICI Bank, Duliajan Branch, IFSC Code- ICIC0000213, Branch Address: ICICI Bank Ltd, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602. The Bank details are as under:

Bank Details of Beneficiary	
Bank Name	ICICI BANK LTD.
Branch Name	DULIAJAN
Branch Address	KUNJA BHAVAN, DAILY BAZAAR, DULIAJAN, DIBRUGARH, ASSAM – 786602
IFSC Code	ICIC0000213
Unique identifier code (Field 7037)	OIL503988890
Company name	Oil India Limited

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

25.10 The Bid Security of the unsuccessful bidders will be returned after finalization of tender whereas the Bid Security of the successful bidder will be discharged on such bidder's furnishing the Performance Security to OIL against the Purchase Order secured by the bidder within the stipulated time frame. The successful bidder will, however, extend validity of the Bid Security till such time the Performance Security is furnished.

25.11 For timely return of Bid Security, bidders shall submit following details alongwith their technical bid.

- For Bank Guarantee((BG): Name, Email id, Phone number and Address where the Bid Security is to be returned by Courier.
- Online payment: Name, Email id, Phone number and Bank details (Bank Name,

Branch Name, Branch Address, IFSC Code, Unique identifier code, Company name) where the Bid Security amount shall be returned by Online transfer.

In case of non-submission of above details, return of Bid Security may be delayed.

25.12 If Bid Security /Earnest Money Deposit (EMD) is not applicable. Instead of EMD /Bid Security, all the bidders shall be required to sign a "Bid Security Declaration" accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the NIT/ Purchase order, they shall be suspended for the period of 2 (two) years. This suspension of two years shall be automatic without conducting any enquiry. Bidders shall submit "Bid Securing Declaration" as per enclosed PROFORMA - GB along with their Technical bids.

25.13 **Submission of Bid Security in the form of Electronic Bank Guarantee (e-BG)**

Oil India Ltd. has now adopted Electronic Bank Guarantee (e-BG) for Bid Security in addition to the existing provisions. Electronic Bank Guarantee (e-BG) is a digitally signed BG issued by banks which is transmitted directly from banks to beneficiaries in electronic form through a platform provided by National E-Governance Services Limited (NeSL).

Submission of Bid Security, as applicable, in the form of Electronic bank Guarantee (e-BG) is also acceptable:

Sl. No.	Bank name	Sl. No.	Bank name
1	AU Small Finance Bank	18	Indian Bank
2	Axis Bank	19	Indian Overseas Bank
3	Bank of Baroda	20	IndusInd Bank
4	Bank of India	21	Karnataka Bank
5	Bank of Maharashtra	22	Karur Vysya Bank
6	Canara Bank	23	Kotak Mahindra Bank
7	Central Bank of India	24	Punjab and Sind Bank
8	City Union Bank	25	Punjab National Bank
9	DBS Bank	26	RBL Bank
10	DCB Bank	27	Standard Chartered
11	Dhanlaxmi Bank	28	State Bank of India
12	Federal Bank	29	South Indian Bank
13	HDFC Bank	30	Tamilnad Mercantile Bank Ltd
14	HSBC Bank	31	UCO Bank
15	ICICI Bank	32	Union Bank of India
16	IDBI Bank	33	Yes Bank
17	IDFC First Bank		

Beneficiary details for issue of e-BG are:

Sl. No.	Particulars	Details
1	Name	Oil India Limited
2	PAN	AAACO2352C
3	Date of Incorporation	18-02-1959
4	Email ID	tridip.kalita@oilindia.in
5	Mobile No.	8638881600

6	Local Address	Oil India Limited, Kolkata Office 4, India Exchange Place, Kolkata - 700 001
7	Registered Address	Duliajan, Dibrugarh, Assam-786602

25.14 **EXEMPTION FROM SUBMISSION OF BID SECURITY:**

In case any bidder is exempted from paying the Bid security, they should upload the supporting documents along with their technical bid. The detailed guidelines for exemption of the Bid security are given below.

a) **MSEs Units (manufacturers/Service Providers only and not their dealers/ distributors/ traders)** are eligible for exemption of Bid Security shall furnish Udyam Registration Number with Udyam Registration Certificate along with technical bid.

Note:

i. Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 (and as amended time to time) issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES and as amended time to time.

ii. In case bidding MSE is owned by Schedule Caste or Schedule Tribe or Woman entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.

b) **Central as well as State Government Departments and Public Sector Undertakings (PSUs)** are exempted from submitting bid security against this tender. **However, such bidders must submit the bid security declaration as per format enclosed as Proforma-F(B) in the tender.**

Note: Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant Document/Certificate towards exemption of EMD, issued by appropriate authority.

26.0 **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,

Sd-
(Tridip Kalita)
Manager-C&P
For General Manager-C&P
For General Manager-Kolkata Office

Tender No. & Date : SKI1375P26/G5 27.02.2026

Tender Fee : INR 0.00
Bid Security Amount : INR 0.00

Bidding Type :

Bid Closing On : 20.03.2026 at 13:00 hrs. (IST)
Bid Opening On : 20.03.2026 at 13:00 hrs. (IST)

Performance Guarantee : Applicable

OIL INDIA LIMITED invites Press tenders for items detailed below:

Item No./ Mat. Code	Material Description	Quantity	UOM
	SAFETY RUBBER KNEE BOOTS (GUM BOOTS) PVC moulded Gum Boots with protective steel toe cap, provided with sole shank and stockinet lining. It should conform to IS 12254. The sole should be anti-skid type and cleated for firm grip to avoid skidding on wet and slippery surfaces. It should be resistant to acid, alkali & oil, and also should be electric shock proof. The steel toe cap should conform to IS :5852-1979. The minimum height of the boot from insole to the top shall be not less than 355 mm.		
10 85571316	Safety Rubber Gum boot, size 5	1000	PAA
20 85571327	Safety Rubber Gum boot, size 6	2500	PAA
30 85571338	Safety Rubber Gum boot,Size : 7	3000	PAA
40 85571349	Safety Rubber Gum boot,size : 8	3000	PAA
50 85571351	Safety Rubber Gum boot,Size : 9	1500	PAA
60 85571362	Safety Rubber Gum boot,Size : 10	1000	PAA

Special Notes : 1. The bidder must submit technical literature/ catalogue of the offered product.
2. The bidder must be BIS licensed manufacturer or Authorized dealer of BIS licensed manufacturer. In case of Authorized dealer, an authorization certificate from manufacturer to sell the product to be submitted along with the bid.
3. The copy of the valid BIS license of the manufacturer for IS 12254 must be submitted along with the offer.
4. Guarantee/ Warranty certificate for one year from the date of delivery acceptance will be required along with the supply.
5. A sample of at least 2 (Two) Nos. needs to be approved by Oil India Limited before bulk supply in case of issue of Purchase order. Supplier shall submit the sample to OIL within 15 days from the date of receipt of PO.
6. Quantity indicated above are for meeting tentatively 02 (Two) years requirement. However, quantity may be increased or decreased depending upon the actual requirement. OIL will be at liberty to buy more or less quantity against each item within the overall value of contract.

Tender No. & Date : SKI1375P26/G5 27.02.2026

7. Delivery: Delivery is to be made on "as & when required" basis. Supply to be made within 60 days (maximum) from the date of receipt of supply order issued against the rate contract.
8. Payment terms: 90% within 21 days of receipt of materials at destination against undisputed invoice and remaining 10% after acceptance or 100% within 21 days of receipt & acceptance of materials at destination against undisputed invoice.
9. All the sizes of Gum Boots against the tender will be procured from the same source

Annexure-B

BID REJECTION/BID EVALUATION CRITERIA

(I) BID REJECTION CRITERIA (BRC):

The bids must conform to the specifications and terms and conditions given in the tender. 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 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 CRITERIA:

Bidder must be a manufacturer or authorized distributor / dealer / supply house of the product of manufacturer.

1.0 IN CASE BIDDER IS A MANUFACTURER:

If the bidder is a manufacturer of the offered item(s), then they must satisfy the following criteria for manufacturing and supply experience and furnish the relevant documentary evidence as mentioned below along with the technical bid:

1.1 Bidder must have experience of successfully executing at least 1 (one) **"Similar Order"** of minimum value, or multiple orders of minimum cumulative value, of **Rs. 11,67,500.00 (Rupees Eleven Lakh Sixty-Seven Thousand Five Hundred only)** in the preceding 5 years reckoned from the original bid closing date.

Or

Bidder must have experience of successfully executing at least 1 (one) **"Similar Order"** of quantity, or multiple orders of cumulative quantity, not less than **3000 pairs** in the preceding 5 years reckoned from the original bid closing date.

"Similar Order" means **Supply of Safety Rubber Knee Boot (Gum Boot) of any size as per the technical specification detailed in the tender document**.

1.2 Documentary evidence in respect of manufacturing and supplying the above-mentioned item should be submitted with the technical bid, in the form of copies of relevant signed Purchase Orders along with copies of any of the following documents in respect of satisfactory execution of each of those Purchase Orders failing which the bids will be rejected:

a) Satisfactory Supply Completion Report.
b) Consignee Receipted Delivery Challans.
c) Tax invoices issued under relevant rules of GST.
d) Any other documentary evidence that can substantiate the satisfactory execution of each of the purchase orders cited above.

1.3 In case the manufacturer who has successfully supplied the tendered items to OIL during the period of 05 (five) years prior to original bid closing date, whose past performance has been satisfactory and are not in a position to submit supporting documents required for experience criteria as per para 1.2 above, their offer will be considered provided they indicate the past supply reference satisfying the present BEC/BRC and NIT specification indicating the order numbers and date in the technical bid itself.

2.0 <u>IN CASE THE BIDDER IS NOT A MANUFACTURER:</u>

2.1 The bidder should be preferably a Manufacturer of the offered product. In case the bidder is not a manufacturer, the bidder should be an authorized distributor / dealer / supply house of the product of manufacturer and in that case, the bidder is required to submit the following along with the bid:

i. Authorization certificate from the manufacturer along with proper warrantee and guarantee back up (<u>in original on manufacturer's letter head with signature & stamp</u>) should be submitted along with the technical bid. This certificate should be valid at the time of bidding and should remain valid during the entire execution period of the contract.

ii. Undertaking from the manufacturer (<u>in original on manufacturer's letterhead with signature & stamp</u>) guaranteeing supply of items to the bidder in the event of an order placed on the bidder. This certificate should be valid at the time of bidding and should remain valid during the entire execution period of the contract.

2.2 Bidder must have experience of successfully executing at least 1 (one) **"Similar Order"** of minimum value, or multiple orders of minimum cumulative value, of **Rs. 11,67,500.00 (Rupees Eleven Lakh Sixty-Seven Thousand Five Hundred only)** in the preceding 5 years reckoned from the original bid closing date.

Or

Bidder must have experience of successfully executing at least 1 (one) **"Similar Order"** of quantity, or multiple orders of cumulative quantity, not less than **3000 pairs** in the preceding 5 years reckoned from the original bid closing date.

"Similar Order" means **Supply of Safety Rubber Gum Boot of any size as per the technical specification detailed in the tender document**.

2.3 Documentary evidence in respect of supplying the above-mentioned item should be submitted with the technical bid, in the form of copies of relevant signed Purchase Orders along with copies of any of the following documents in respect of satisfactory execution of each of those Purchase Orders failing which the bids will be rejected:

a) Satisfactory Supply Completion Report.
b) Consignee Receipted Delivery Challans.
c) Tax invoices issued under relevant rules of GST.
d) Any other documentary evidence that can substantiate the satisfactory execution of each of the purchase orders cited above.

2.4 In case the bidder who has successfully supplied the tendered items to OIL during the period of 05 (five) years prior to original bid closing date, whose past performance has been satisfactory and are not in a position to submit supporting documents required for experience criteria as per para 1.2 above, their offer will be considered provided they indicate the past supply reference satisfying the present BEC/BRC and NIT specification indicating the order numbers and date in the technical bid itself.

2.5 The bid shall be rejected in case of any change of the Original Manufacturer after the submission of bid document.

3.0 <u>Notes:</u>

a) The Purchase Order date need not be within 05 (five) years preceding the original bid closing date of this tender. However, the execution of supply should be within 05 (five) years preceding original bid closing date of this tender.

b) Satisfactory supply/completion/installation report should be issued by the customer's (Company's) letterhead with signature and stamp.

c) A job executed by a bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BEC.

4.0 Bidder must submit the following documents along with the bid:

a) Technical literature/ catalogue of the offered product for all the tender items.

b) BIS license of the manufacturer for IS 12254.

(B) FINANCIAL CRITERIA:

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 **11,67,500.00 (Rupees Eleven Lakh Sixty-Seven Thousand Five Hundred only).**

Annual Financial Turnover of the bidder from operations shall mean - "Gross amount of revenue recognised in the profit and loss account from the sale, supply, or distribution of goods or on account of service rendered, or both, by a company during a financial year.

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

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

3.0 Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months/within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial /accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that 'the balance sheet/Financial Statements for the financial year _____ (as the case may be) has actually not been audited as on the original bid closing date'.

Note:

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

i) A certificate issued by a practicing Chartered/ Cost Accountant {with Membership Number and Firm Registration Number and UDIN (unique Document Identification Number)}, certifying the Annual turnover & Net worth as per format prescribed in Proforma-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 CRITERIA:

(i) Bidders must provide a bid validity of minimum 120 days from actual bid closing/ opening date. Bids with lesser validity will be rejected straightway.

(ii) Bids are invited under "Single Stage Two Bid System". Bidders have to submit both the "Techno-commercial Unpriced Bids" and "Priced Bids" through electronic form in the OIL's e-Tender portal within the bid Closing date and time stipulated in the e-tender. The Techno-commercial Unpriced bid is to be submitted as per scope of works and Technical specification of the tender and the priced bid as per the online Commercial bid format. For details of submission procedure, please refer relevant para of General Terms and Conditions vide MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders. Any offer not complying with the above shall be rejected straightway.

Bids are invited under Single Stage Two Bid System. The bidder should ensure that "Techno-Commercial Unpriced Bid" should contain details as mentioned in the technical specifications as well as BEC/ BRC and upload the same in the Technical RFx Response-> User-> Technical Bid. 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. The price bid of the items should be uploaded as an attachment under Notes & Attachments tab only as per Annexure-C. No price should be given in above Technical Rfx otherwise the offer will be rejected.

(iii) <u>**Bid security Declaration:**</u>

Bidder shall have to submit Bid Securing Declaration as per format prescribed in tender.

(iv) <u>**Performance Security**</u>:

The successful bidder shall submit Performance Security @ 5% of the value of the individual purchase orders (to be issued against the rate contract) within 30 days of award of the individual purchase orders, failing which OIL reserves the right to cancel the order(s) as well as the contract. Bidders should undertake in their bids to submit Performance Security as stated above.

The Performance Security shall be in the following form:

A Bank Guarantee in the prescribed OIL's format valid for 90 days beyond order execution period and applicable warranty/guarantee period (if any).

The validity requirement of Performance Security is assuming dispatch within stipulated delivery period and confirmation to all terms and conditions of individual purchase orders (to be issued against the rate contract). In case of any delay in dispatch or non-confirmation to all terms and conditions of individual purchase orders (to be issued against the rate contract), validity of the Performance Security is to be extended suitably as advised by OIL.

However, PBG will be applicable only if value of the individual purchase order exceeds ₹ 10 (ten) lakhs.

(v) 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.

(vi) Bids received after the bid closing date and time will be rejected. Similarly, modifications to bids received after the bid closing date & time will not be considered.

(vii) All the Bids must be Digitally Signed using "Class 3" digital certificate with Organization's name *(e-commerce application)* 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 with Organization's Name" digital certificate, will be rejected.

(viii) 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. Similarly, no technical bid documents should be submitted in the Priced Bid folder.

(ix) A bid shall be rejected straightway if it does not conform to any one of the following clauses:

(a) Validity of bid shorter than the validity indicated in the Tender.
(b) Original Bid Security not received within the stipulated date & time mentioned in the Tender.
(c) Bid Security with (i) Validity shorter than the validity indicated in Tender and/or (ii) Bid Security amount lesser than the amount indicated in the Tender.
(d) In case the Party refuses to sign the Integrity Pact.
(e) Annual Turnover of a bidder lower than the Annual turnover mentioned in the Tender.

(x) Any bid received in the form of Physical document/ Telex/Cable/Fax/E-mail will not be accepted.

(xi) Bids shall contain no interlineations, erasures or over writing except as necessary to correct errors made by bidders, in which case such corrections shall be initialed by the person(s) signing the Bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.

(xii) Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.

(xiii) Bidder must accept and comply with the following clauses as given in the Bid Document in Toto, failing which the Bid will be rejected:

a. Firm Price
b. Bid Security declaration
c. Period of validity of bid
d. Price schedule
e. Performance Guarantee Clause
f. Delivery/ completion schedule
g. Scope of Work
h. Force Majeure Clause
i. Tax Liabilities Clause

j. Arbitration Clause
k. Acceptance of Jurisdiction and Applicable Law
l. Penalty clause
m. Termination Clause

(xiv) All the tendered items are to be procured from the same source; hence bidders are requested to quote accordingly for all the items, else their bid will be rejected straightway.

(II) BID EVALUATION CRITERIA (BEC):

The bids conforming to the terms and conditions stipulated in the tender and considered to be responsive after subjecting to the Bid Rejection Criteria as well as verification of original of any or all documents/ documentary evidence pertaining to BRC, will be considered for further evaluation as per the Bid Evaluation Criteria given below. 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.

A) Technical:
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.

B) Commercial:

(i) To ascertain the inter-se-ranking of the offers, bids shall be evaluated on the basis of F.O.R. Destination value including applicable GST.

(ii) 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.

(iii) To ascertain the substantial responsiveness of the bid, OIL reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in to must be received on or before the deadline given by the company, failing which the offer will be summarily rejected.

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.

PRICE SCHEDULE

Tender No. ....

Bidder Name: ....

With reference to your above tender we quote our best prices as under:

	Item No.	
	HSN / SAC Code	
	Basic material Value (Unit Rate)	
	Quantity	
A.	Total Basic Material Value (Unit rate x Quantity)	
B.	Pre-despatch 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
- Validity
- Payment terms:
- Name of manufacturer
- Other terms if any

Name of the 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) is 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.

4. The evaluation of bids will be done strictly as per the Price Schedule. Bidder must submit their offer for all the items as per price schedule or else their bid will be rejected.

5. 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.

6. 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.

7. 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.

TECHNICAL EVALUATION SHEET: TECHNICAL SPECIFICATIONS/ BID EVALUATION CRITERIA

Tender Requirement				Bidder's Response (i.e. Complied / Not complied / Not applicable)	Name & ref no of relevant document submitted	Corresponding Page no in the relevant document submitted	Bidder's Remark, if any
MISCELLANEOUS SAFETY EQUIPMENT FOR GENERAL USE RAIN SUIT **SAFETY RUBBER KNEE BOOTS (GUM BOOTS)** **PVC moulded Gum Boots with protective steel toe cap, provided with sole shank and stockinet lining. It should conform to IS 12254. The sole should be anti-skid type and cleated for firm grip to avoid skidding on wet and slippery surfaces. It should be resistant to acid, alkali & oil, and also should be electric shock proof. The steel toe cap should conform to IS :5852-1979. The minimum height of the boot from insole to the top shall be not less than 355 mm.**							
Item Sl. No./ MATERIAL CODE NO.	MATERIAL DESCRIPTION.	QUANTITY	UNIT				
10 85571316	Safety Rubber Gum boot, size 5	1000	PAA				
20 85571327	Safety Rubber Gum boot, size 6	2500	PAA				

Tender Requirement				Bidder's Response (i.e. Complied / Not complied / Not applicable)	Name & ref no of relevant document submitted	Corresponding Page no in the relevant document submitted	Bidder's Remark, if any
30 85571338	Safety Rubber Gum boot, size 7	3000	PAA				
40 85571349	Safety Rubber Gum boot, size 8.	3000	PAA				
50 85571351	Safety Rubber Gum boot, size 9.	1500	PAA				
60 85571362	Safety Rubber Gum boot, size 10.	1000	PAA				

Tender Requirement	Bidder's Response (i.e. Complied / Not complied / Not applicable)	Name & ref no of relevant document submitted	Corresponding Page no in the relevant document submitted	Bidder's Remark, if any
Notes: 1. The bidder must submit technical literature/ catalogue of the offered product. 2. The bidder must be BIS licensed manufacturer or Authorized dealer of BIS licensed manufacturer. In case of Authorized dealer, an authorization certificate from manufacturer to sell the product to be submitted along with the bid. 3. The copy of the valid BIS license of the manufacturer for IS 12254 must be submitted along with the offer. 4. Guarantee/ Warranty certificate for one year from the date of delivery acceptance will be required along with the supply. 5. A sample of at least 2 (Two) Nos. needs to be approved by Oil India Limited before bulk supply in case of issue of Purchase order. Supplier shall submit the sample to OIL within 15 days from the date of receipt of PO. 6. Quantity indicated above are for meeting tentatively 02 (Two) years requirement. However, quantity may be increased or decreased depending upon the actual requirement. OIL will be at liberty to buy more or less quantity against each item within the overall value of contract.				

<table>
<tr><th>Tender Requirement</th><th>Bidder's Response (i.e. Complied / Not complied / Not applicable)</th><th>Name & ref no of relevant document submitted</th><th>Corresponding Page no in the relevant document submitted</th><th>Bidder's Remark, if any</th></tr>
<tr><td>7. Delivery: Delivery is to be made on "as & when required" basis. Supply to be made within 60 days (maximum) from the date of receipt of supply order issued against the rate contract.

8. Payment terms: 90% within 21 days of receipt of materials at destination against undisputed invoice and remaining 10% after acceptance or 100% within 21 days of receipt & acceptance of materials at destination against undisputed invoice.

9. All the sizes of Gum Boots against the tender will be procured from the same source.</td><td></td><td></td><td></td><td></td></tr>
<tr><td><u>(A) TECHNICAL CRITERIA:</u>

Bidder must be a manufacturer or authorized distributor / dealer / supply house of the product of manufacturer.

1.0 <u>IN CASE BIDDER IS A MANUFACTURER:</u>

If the bidder is a manufacturer of the offered item(s), then they must satisfy the following criteria for manufacturing and supply experience and furnish the relevant documentary evidence as mentioned below along with the technical bid:

1.1 Bidder must have experience of successfully executing at least 1 (one) "Similar Order" of minimum value of Rs. 11,67,500.00 (Rupees Eleven Lakh Sixty-Seven Thousand Five Hundred only) in one year, of the preceding 5 years reckoned from the original bid closing date.</td><td></td><td></td><td></td><td></td></tr>
</table>

Tender Requirement	Bidder's Response (i.e. Complied / Not complied / Not applicable)	Name & ref no of relevant document submitted	Corresponding Page no in the relevant document submitted	Bidder's Remark, if any
Or Bidder must have experience of successfully executing at least 1 (one) **"Similar Order"** of quantity, or multiple orders of cumulative quantity, not less than **3000 pairs** in the preceding 5 years reckoned from the original bid closing date. **"Similar Order"** means **Supply of Safety Rubber Knee Boot (Gum Boot) of any size as per the technical specification detailed in the tender document**. **1.2** Documentary evidence in respect of manufacturing and supplying the above-mentioned item should be submitted with the technical bid, in the form of copies of relevant signed Purchase Orders along with copies of any of the following documents in respect of satisfactory execution of each of those Purchase Orders failing which the bids will be rejected: a) Satisfactory Supply Completion Report. b) Consignee Receipted Delivery Challans. c) Tax invoices issued under relevant rules of GST. d) Any other documentary evidence that can substantiate the satisfactory execution of each of the purchase orders cited above. **1.3** In case the manufacturer who has successfully supplied the tendered items to OIL during the period of 05 (five) years prior to original bid closing date, whose past performance has been satisfactory and are not in a position to submit supporting documents required for experience criteria as per para 1.2 above, their offer will be considered provided they indicate the past supply reference satisfying				

Tender Requirement	Bidder's Response (i.e. Complied / Not complied / Not applicable)	Name & ref no of relevant document submitted	Corresponding Page no in the relevant document submitted	Bidder's Remark, if any
the present BEC/BRC and NIT specification indicating the order numbers and date in the technical bid itself. **2.0 <u>IN CASE THE BIDDER IS NOT A MANUFACTURER:</u>** **2.1** The bidder should be preferably a Manufacturer of the offered product. In case the bidder is not a manufacturer, the bidder should be an authorized distributor / dealer / supply house of the product of manufacturer and in that case, the bidder is required to submit the following along with the bid: i. Authorization certificate from the manufacturer along with proper warrantee and guarantee back up <u>(in original on manufacturer's letter head with signature & stamp</u>) should be submitted along with the technical bid. This certificate should be valid at the time of bidding and should remain valid during the entire execution period of the contract. ii. Undertaking from the manufacturer (<u>in original on manufacturer's letterhead with signature & stamp</u>) guaranteeing supply of items to the bidder in the event of an order placed on the bidder. This certificate should be valid at the time of bidding and should remain valid during the entire execution period of the contract. **2.2** Bidder must have experience of successfully executing at least 1 (one) **"Similar Order"** of minimum value, or multiple orders of minimum cumulative value, of **Rs. 11,67,500.00 (Rupees Eleven Lakh Sixty-Seven Thousand Five Hundred only)** in the preceding 5 years reckoned from the original bid closing date.				

Tender Requirement	Bidder's Response (i.e. Complied / Not complied / Not applicable)	Name & ref no of relevant document submitted	Corresponding Page no in the relevant document submitted	Bidder's Remark, if any
Or Bidder must have experience of successfully executing at least 1 (one) **"Similar Order"** of quantity, or multiple orders of cumulative quantity, not less than **3000 pairs** in the preceding 5 years reckoned from the original bid closing date. **"Similar Order"** means **Supply of Safety Rubber Gum Boot of any size as per the technical specification detailed in the tender document**. **2.3** Documentary evidence in respect of supplying the above-mentioned item should be submitted with the technical bid, in the form of copies of relevant signed Purchase Orders along with copies of any of the following documents in respect of satisfactory execution of each of those Purchase Orders failing which the bids will be rejected: a) Satisfactory Supply Completion Report. b) Consignee Receipted Delivery Challans. c) Tax invoices issued under relevant rules of GST. d) Any other documentary evidence that can substantiate the satisfactory execution of each of the purchase orders cited above. **2.4** In case the bidder who has successfully supplied the tendered items to OIL during the period of 05 (five) years prior to original bid closing date, whose past performance has been satisfactory and are not in a position to submit supporting documents required for experience criteria as per para 1.2 above, their offer will be considered provided they indicate the past supply reference satisfying the present BEC/BRC and NIT specification indicating the order numbers and date in				

Tender Requirement	Bidder's Response (i.e. Complied / Not complied / Not applicable)	Name & ref no of relevant document submitted	Corresponding Page no in the relevant document submitted	Bidder's Remark, if any
the technical bid itself. **2.5** The bid shall be rejected in case of any change of the Original Manufacturer after the submission of bid document. **3.0 <u>Notes:</u>** a) The Purchase Order date need not be within 05 (five) years preceding the original bid closing date of this tender. However, the execution of supply should be within 05 (five) years preceding original bid closing date of this tender. b) Satisfactory supply/completion/installation report should be issued by the customer's (Company's) letterhead with signature and stamp. c) A job executed by a bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BEC. **4.0** Bidder must submit the following documents along with the bid: a) Technical literature/ catalogue of the offered product for all the tender items. b) BIS license of the manufacturer for IS 12254.				

Tender Requirement	Bidder's Response (i.e. Complied / Not complied / Not applicable)	Name & ref no of relevant document submitted	Corresponding Page no in the relevant document submitted	Bidder's Remark, if any
(B) FINANCIAL CRITERIA: 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 **11,67,500.00 (Rupees Eleven Lakh Sixty-Seven Thousand Five Hundred only).** Annual Financial Turnover of the bidder from operations shall mean - "Gross amount of revenue recognised in the profit and loss account from the sale, supply, or distribution of goods or on account of service rendered, or both, by a company during a financial year. 2.0 Net worth of bidder must be positive for preceding financial/ accounting year. Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium - Aggregate value of accumulated losses (excluding revaluation reserves) - deferred expenditure - Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation". 3.0 Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six				

Tender Requirement	Bidder's Response (i.e. Complied / Not complied / Not applicable)	Name & ref no of relevant document submitted	Corresponding Page no in the relevant document submitted	Bidder's Remark, if any
months/within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial /accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that 'the balance sheet/Financial Statements for the financial year _____ (as the case may be) has actually not been audited as on the original bid closing date'. Note: a) For proof of Annual Turnover & Net worth any one of the following documents must be submitted along with the bid: i) A certificate issued by a practicing Chartered/ Cost Accountant {with Membership Number and Firm Registration Number and UDIN (unique Document Identification Number)}, certifying the Annual turnover & Net worth as per format prescribed in Proforma-B OR ii) Audited Balance Sheet along with Profit & Loss account.				

Tender Requirement	Bidder's Response (i.e. Complied / Not complied / Not applicable)	Name & ref no of relevant document submitted	Corresponding Page no in the relevant document submitted	Bidder's Remark, if any
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 CRITERIA: (i) Bidders must provide a bid validity of minimum 120 days from actual bid closing/ opening date. Bids with lesser validity will be rejected straightway. (ii) Bids are invited under "Single Stage Two Bid System". Bidders have to submit both the "Techno-commercial Unpriced Bids" and "Priced Bids" through electronic form in the OIL's e-Tender portal within the bid Closing date and time stipulated in the e-tender. The Techno-commercial Unpriced bid is to be submitted as per scope of works and Technical specification of the tender and the priced bid as per the online Commercial bid format. For details of submission procedure, please refer relevant para of General Terms and Conditions vide MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders. Any offer not complying with the above				

Tender Requirement	Bidder's Response (i.e. Complied / Not complied / Not applicable)	Name & ref no of relevant document submitted	Corresponding Page no in the relevant document submitted	Bidder's Remark, if any
shall be rejected straightway. Bids are invited under Single Stage Two Bid System. The bidder should ensure that "Techno-Commercial Unpriced Bid" should contain details as mentioned in the technical specifications as well as BEC/ BRC and upload the same in the Technical RFx Response-> User-> Technical Bid. 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. The price bid of the items should be uploaded as an attachment under Notes & Attachments tab only as per Annexure-C. No price should be given in above Technical Rfx otherwise the offer will be rejected. (iii) **Bid security Declaration:** Bidder shall have to submit Bid Securing Declaration as per format prescribed in tender. (iv) **Performance Security**: The successful bidder shall submit Performance Security @ 5% of the value of the individual purchase orders (to be issued against the rate contract) within 30 days				

Tender Requirement	Bidder's Response (i.e. Complied / Not complied / Not applicable)	Name & ref no of relevant document submitted	Corresponding Page no in the relevant document submitted	Bidder's Remark, if any
of award of the individual purchase orders, failing which OIL reserves the right to cancel the order(s) as well as the contract. Bidders should undertake in their bids to submit Performance Security as stated above. The Performance Security shall be in the following form: **A Bank Guarantee in the prescribed OIL's format valid for 90 days beyond order execution period and applicable warranty/guarantee period (if any).** The validity requirement of Performance Security is assuming dispatch within stipulated delivery period and confirmation to all terms and conditions of individual purchase orders (to be issued against the rate contract). In case of any delay in dispatch or non-confirmation to all terms and conditions of individual purchase orders (to be issued against the rate contract), validity of the Performance Security is to be extended suitably as advised by OIL. **However, PBG will be applicable only if value of the individual purchase order exceeds ₹ 10 (ten) lakhs.** (v) 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. (vi) Bids received after the bid closing date and time will be rejected. Similarly,				

Tender Requirement	Bidder's Response (i.e. Complied / Not complied / Not applicable)	Name & ref no of relevant document submitted	Corresponding Page no in the relevant document submitted	Bidder's Remark, if any
modifications to bids received after the bid closing date & time will not be considered. (vii) All the Bids must be Digitally Signed using "Class 3" digital certificate with Organization's name *(e-commerce application)* 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 with Organization's Name" digital certificate, will be rejected. (viii) 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. Similarly, no technical bid documents should be submitted in the Priced Bid folder. (ix) A bid shall be rejected straightway if it does not conform to any one of the following clauses: (a) Validity of bid shorter than the validity indicated in the Tender. (b) Original Bid Security not received within the stipulated date & time mentioned in the Tender. (c) Bid Security with (i) Validity shorter than the validity indicated in Tender and/or (ii) Bid Security amount lesser than the amount indicated in the Tender.				

Tender Requirement	Bidder's Response (i.e. Complied / Not complied / Not applicable)	Name & ref no of relevant document submitted	Corresponding Page no in the relevant document submitted	Bidder's Remark, if any
(d) In case the Party refuses to sign the Integrity Pact. (e) Annual Turnover of a bidder lower than the Annual turnover mentioned in the Tender. (x) Any bid received in the form of Physical document/ Telex/Cable/Fax/E-mail will not be accepted. (xi) Bids shall contain no interlineations, erasures or over writing except as necessary to correct errors made by bidders, in which case such corrections shall be initialed by the person(s) signing the Bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected. (xii) Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document. (xiii) Bidder must accept and comply with the following clauses as given in the Bid Document in Toto, failing which the Bid will be rejected: a. Firm Price b. Bid Security declaration c. Period of validity of bid d. Price schedule e. Performance Guarantee Clause				

Tender Requirement	Bidder's Response (i.e. Complied / Not complied / Not applicable)	Name & ref no of relevant document submitted	Corresponding Page no in the relevant document submitted	Bidder's Remark, if any
f. Delivery/ completion schedule g. Scope of Work h. Force Majeure Clause i. Tax Liabilities Clause j. Arbitration Clause k. Acceptance of Jurisdiction and Applicable Law l. Penalty clause m. Termination Clause (xiv) All the tendered items are to be procured from the same source; hence bidders are requested to quote accordingly for all the items, else their bid will be rejected straightway. **(II) BID EVALUATION CRITERIA (BEC):** The bids conforming to the terms and conditions stipulated in the tender and considered to be responsive after subjecting to the Bid Rejection Criteria as well as verification of original of any or all documents/ documentary evidence pertaining to BRC, will be considered for further evaluation as per the Bid Evaluation Criteria given below. 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. **A) <u>Technical:</u>** In case any of the Clauses of the Bid Rejection Criteria / Bid Evaluation Criteria				

Tender Requirement	Bidder's Response (i.e. Complied / Not complied / Not applicable)	Name & ref no of relevant document submitted	Corresponding Page no in the relevant document submitted	Bidder's Remark, if any
(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. **B) <u>Commercial:</u>** (i) To ascertain the inter-se-ranking of the offers, bids shall be evaluated on the basis of F.O.R. Destination value including applicable GST. (ii) 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. (iii) To ascertain the substantial responsiveness of the bid, OIL reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in to must be received on or before the deadline given by the company, failing which the offer will be summarily rejected. <u>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</u>.				

COMMERCIAL CRITERIA CHECK LIST

This Questionnaire duly filled in should be returned along with each copy of Un-priced Bid. Clauses confirmed hereunder should not be repeated in the Bid.

Sl. No.	Description	Bidder's Confirmation
1.	Bidder's name and address:	
2.	It is noted that deviations to Terms & Conditions shall lead to rejection of offer, as specified in the Tender.	
3.	Indicate HSN Code Indicate rate of GST applicable.	HSN Code: GST ....%
4.	EMD Details: Whether Bid Security of requisite value and validity/ Bid securing declaration as per tender submitted (if applicable)	
5.	Confirm to Submit Performance Security as per Tender requirement (if applicable)	
6.	Mode of Performance Security (if applicable)	
7.	Confirm that the offer shall remain valid for acceptance up to 120 days from Date of actual bid closing date.	
8.	Confirm Payment Terms as per tender	
9.	Confirm to Submit Integrity Pact (if applicable)?	
10.	Confirm delivery period as per tender terms	
11.	~~Confirm that percentage of Local Content along with Certificate of Incorporation/registration and other relevant documents required under BEC Clause (if applicable)~~	
12.	Confirm that you have submitted all Proformas/ Annexures/ documents as mentioned in the Tender.	

13.	Confirm acceptance to all terms & conditions of the Tender.	
14.	Confirm that all correspondence must be in English Language only.	
15.	Indicate Name & Contact No. (Telephone/Fax/E-mail) of person signing the bid.	Name: Contact No.: Fax: Email:
16.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
17.	Please indicate the following: (i) PAN No. (ii) GST Regn. No.	
18.	Confirm that you have duly filled up and submitted the Technical Evaluation Sheet for BEC BRC/ Bidder's Response Sheet.	

Bidder confirms that in case of conflicting version of various terms & conditions at different places, the confirmation furnished as above shall be considered over-riding and final and any other deviation indicated elsewhere shall be treated as redundant.

Signature ___________________________

Name _______________________________

Designation _________________________

Office Stamp ________________________

Bidders Response Sheet

	Tender No.	
	Bidders Name	
Sl. No.	**Description**	**Bidder's 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)/ Bid securing declaration submitted**	
	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, if applicable**	
9	**Delivery period**	
10	**Complied to Payment terms of NIT (if applicable) otherwise to Standard Payment Terms of OIL or not.**	
11	**If bidder is MSE whether you have quoted your own product**	
12	If bidder is MSE, whether you are owned by SC/ST entrepreneur.	
13	If bidder is MSE, whether it is a women owned MSEs	
14	**If Bid security submitted as Bank Guarantee, Name and Full Address of Issuing Bank including Telephone, Fax Nos and Email id of branch manager**	
15	Confirm that the Bid Security submitted (In case of Bank Guarantee) is in toto as per format provided in the bidding document.	
16	Bid Security if Not submitted, reasons thereof	

NOTE: Please fill up the greyed cells only.

[TO BE FILLED-UP/SUBMITTED BY THE VENDOR ON ITS LETTER HEAD FOR E-REMITTANCE]

Name:

FULL Address:

Phone Number:
Mobile Number:
E-mail address:
Fax Number:
Bank Account Number (in which the Bidder wants remittance against invoices):
Bank Name:
Branch:
Address of the Bank:
Bank Code:
IFSC/RTGS Code of the Bank:
NEFT Code of the Bank:
PAN Number:
GST Registration Number:

____
Signature of Bidder with Official Seal

PROFORMA – A

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

Ref: Clause No. B (3.0) - Financial Criteria of the BEC

Tender No.: ____________________________

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

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

Place :……………….
Date :…………………. **Signature of the authorized signatory**

Note: ***This certificate are to be issued only considering the time required for preparation of Financial Statements i.e. if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date.***

PROFORMA – B

CERTIFICATE OF ANNUAL TURNOVER & NETWORTH

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

TO WHOM IT MAY CONCERN

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

YEAR	TURNOVER In INR (Rs.)	NET WORTH In INR (Rs.)

Place:
Date:

Seal:

Membership No.:
Registration Code:
UDIN:

Signature:

NOTE: ***As per the guidelines of ICAI, every practicing CA is required to mention Unique Document Identification Number (UDIN) against each certification work done by them. Documents certified by CA without UDIN shall not be acceptable.***

PROFORMA – C

INTEGRITY PACT

NOT APPLICABLE

PROFORMA – D(I)

UNDERTAKING TOWARDS COMPLIANCE OF PROVISIONS FOR RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH INDIA

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

Ref. No____________
Date:________________

Tender No. _________________Date:_________________

OIL INDIA LIMITED
Kolkata Office
Contract & Purchase Section
4, India Exchange Place,
***Kolkata* - 700 001, INDIA**

Dear Sirs,

We, M/s ____________________, have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; we certify that we are not from such a country/or if from such a country, have been registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and are eligible to be considered. *[wherever applicable, evidence of valid registration by the Competent Authority shall be attached]*

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)

PROFORMA – D(II)

UNDERTAKING FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING

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

Ref. No____________
Date:________________

Tender No. _________________Date:_________________

OIL INDIA LIMITED
Kolkata Office
Contract & Purchase Section
4, India Exchange Place,
***Kolkata* - 700 001, INDIA**

Dear Sirs,

We, M/s ____________________ , have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such-countries, we certify that we are not from such a country/or if from such a country, have been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered. *[wherever applicable, evidence of valid registration by the Competent Authority shall be attached]*

Yours faithfully,
For (type name of the firm here)

Signature of Authorized Signatory
Name:
Designation:
Phone No.
Place:
Date:
(Affix Seal of the Organization here, if applicable)

PROFORMA – D(III)

ADDITIONAL UNDERTAKING BY BIDDER IN CASES OF SPECIFIED TRANSFER OF TECHNOLOGY

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

Ref. No____________
Date:________________

Tender No. _________________Date:_________________

OIL INDIA LIMITED
Kolkata Office
Contract & Purchase Section
4, India Exchange Place,
***Kolkata* - 700 001, INDIA**

We, M/s ____________________, have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that we do not have any ToT arrangement requiring registration with the competent authority.

OR

We, M/s ____________________, have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that we have valid registration to participate in this procurement. *[Evidence of valid registration by the Competent Authority shall be attached]*

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)

PROFROMA – E

FORMAT FOR PERFORMANCE BANK GUARANTEE

To,

GENERAL MANAGER-KOLKATA OFFICE
OIL INDIA LIMITED
4, India Exchange Place,
***Kolkata* - 700 001, INDIA**

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

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

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

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

This guarantee is valid until the ………………………………day of……………………………………..

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

A. Issuing Bank:

BANK FAX NO:
BANK EMAIL ID:
BANK TELEPHNE NO:
IFSC CODE OF THE BANK:

B. Controlling Office:

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

Notwithstanding anything contained herein:

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

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

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

****

UNDERTAKING BY VENDOR ON SUBMISSION OF BANK GUARANTEE

To,

OIL INDIA LIMITED
Kolkata Office
Contract & Purchase Section
4, India Exchange Place,
***Kolkata* - 700 001, INDIA**

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

BG issuing bank details:

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

Declaration:

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

Authorized Signature: ____________________

Name: ________________________________

Vendor Code: __________________________

Email ID: ______________________________

Mobile No.: ____________________________

Enclosure: Original bank guarantee

PROFORMA – F(A)

BID SECURITY FORMAT FOR BANK GUARANTEE

NOT APPLICABLE

******

PROFORMA – F(B)

BID SECURITY DECLARATION

To,

M/s. Oil India Limited
Kolkata Office
Contract & Purchase Section
4, India Exchange Place,
***Kolkata* - 700 001, INDIA**

Sub: ………………………………………………
Tender No:………………………………………

Dear Sir,

After examining/reviewing provisions of above referred tender documents (including all corrigendum / Addenda), we M/s................. (Name of Bidder) have submitted our offer/ bid no.............

We, M/s…………(Name of Bidder) hereby understand that, according to your conditions, we are submitting this Declaration for Bid Security.

We understand that we will be put on watch list/holiday/banning list (as per policies of OIL INDIA in this regard), if we are in breach of our obligation(s) as per following:

(a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

(b) having been notified of the acceptance of our Bid by the OIL INDIALIMITED during the period of bid validity:

(i) fail or refuse to execute the Contract, if required, or
(ii) fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.
(iii) Fail or refuse to accept 'arithmetical corrections' as per provision of tender document.

(c) having indulged in corrupt/fraudulent/collusive/coercive practice as per procedure.

Place: [Signature of Authorized Signatory of Bidder]
Date:
Name:
Designation: Seal:

PROFORMA - G

FORMAT OF UNDERTAKING BY BIDDERS TOWARDS SUBMISSION OF AUTHENTIC INFORMATION/DOCUMENTS

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

Ref. No____________ Date ________

To,

General Manager-Kolkata Office
OIL INDIA LIMITED
4, India Exchange Place,
***Kolkata* - 700 001, INDIA**

Sub: Undertaking of authenticity of information/documents submitted
Ref: Your tender No._________ Dated ______

Sir,

With reference to our quotation no. ………………………… dated…………………… 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)

PROFORMA - H

PROFORMA OF AUTHORISATION LETTER FOR ATTENDING TENDER OPENING

Ref No. Date

TO,

General Manager-Kolkata Office
OIL INDIA LIMITED
4, India Exchange Place,
Kolkata - 700 001**, INDIA**

Dear Sir,

Sub: OIL's Tender No. ______________________

For ______________________________Mr ____________has been authorized to be present at the time of opening of above tender due on at on my/our behalf.

Yours faithfully

Signature of Bidder

Name: Designation :

For & on behalf of :

Copy to: Mr _ _ _ _ _ _ _ for information and for production before the (MM) at the opening of bids.

****

PROFORMA – I

STATEMENT OF NON-COMPLIANCE (IF ANY)

(Only exceptions/deviations to be rendered)

OIL expects the bidders to fully accept the terms and conditions of the bidding documents. However, should the bidder experience some exception and deviations to the terms of the bidding documents, the same should be indicated here and put in unpriced bid. In order to be considered responsive, Bidder's offer must specifically include the following statement:

(a) We certify that our offer complies with all NIT requirements and specifications without any deviations.

Or

(b) We certify that our offer complies with all NIT requirements and specifications with the following deviations:

Clause No. of Bidding Document	Full compliance/ not agreed	Exception/ deviations taken by the Bidders	Remarks

Yours faithfully,
For (type name of the firm here)

Signature of Authorised Signatory

Name:
Designation:
Phone No.
Place:
Date:

(Affix Seal of the Organization here, if applicable)

NOTE: If the "**Statement of Non-Compliance**" in the above Proforma is left blank (or not submitted along with the Bid), then it would be constructed that the bidder has not taken any exception/deviation to the IFB requirements.

****

PROFORMA - J

LETTER OF AUTHORITY

TO,
General Manager-Kolkata Office
OIL INDIA LIMITED
4, India Exchange Place,
Kolkata - 700 001**, INDIA**

Dear Sir,

Sub: OIL's Tender No. ______________________

We ____________________________of ________________________ confirm that Mr. _________ (Name and address) is authorised to represent us to Bid, negotiate and conclude the agreement on our behalf with you against OIL's Tender No. ______________________for any commercial /Legal purpose etc.

We confirm that we shall be bound by all and whatsoever our said representative shall commit.

Authorised Person's Signature: _________________
Name: _______________________________
Designation: _________________________

Yours faithfully,
Signature:
Name & Designation _________________
For & on behalf of ____________________

Note: This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person competent and having the power of attorney (power of attorney shall be annexed) to bind such Bidder.

****

Proforma – K

UNDERTAKING FOR BIDDERS FINANCIAL STANDING

TO,

General Manager-Kolkata Office
OIL INDIA LIMITED
4, India Exchange Place,
Kolkata - 700 001**, INDIA**

Dear Sir,

Sub: OIL's Tender No. ______________________

We, ________________________ (Name of the bidder) have submitted Bid against Tender No. _______dated ____________**.** We hereby undertake that we are not under liquidation, court receivership or similar proceedings, we are not bankrupt.

For and on behalf of _________________________________
Authorized signatory _________________________________
Name ____
Designation ______________________________________
Contact No. ______________________________________

****

Proforma – L

DECLARATION THAT BIDDER IS NOT UNDER HOLIDAY LIST/ DELISTED/ BLACKLISTED/ DEBARRED

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

To,

General Manager-Kolkata Office
OIL INDIA LIMITED
4, India Exchange Place,
Kolkata - 700 001**, INDIA**

Sub: Undertaking/Declaration regarding Holiday List, debarment etc.

Ref: Tender No. _______________

a) We, ________________________ (Name of the bidder) solemnly affirm that we have read and understood OIL's Banning Policy as available at OIL's website https://www.oil-india.com/banning-policy and accept the Banning Policy in toto without any demur, protest, reservations and agree to be bound by the said Policy.

b) We, hereby declare that neither our company nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently put on holiday list/banning list by OIL debarring us/them from carrying on business dealings with OIL.

c) We, also hereby declare that neither our company nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, have not been involved in any previous transgressions in the last 3 years with any other company in any country conforming to the TI (Transparency International) approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

d) We, disclose the following allied concerns, partners or associates or directors or proprietors involved in any capacity in terms of the definition of Allied firms given in the "Banning Policy" of Oil India Limited:

Sl. No.	Name	Address	PAN No.	GST No.	OIL Vendor Code

Place: ______________________

Date: ______________________

____
(Name & Signature of the authorized signatory of the bidder)

****

Proforma-M

PROFORMA OF "INSURANCE SURETY BOND" FOR "PERFORMANCE SECURITY"

(To be stamped in accordance with the Stamp Act)

<table>
<tr><td rowspan="5">To
M/s Oil India Limited,
4, India exchange Place, Kolkata-700001,
West Bengal, India.</td><td>Insurance Surety Bond (ISB) No.</td><td></td></tr>
<tr><td>Date of ISB</td><td></td></tr>
<tr><td>ISB Valid up to (Expiry date)</td><td></td></tr>
<tr><td>Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)</td><td></td></tr>
<tr><td>Stamp Sl. No./e-Stamp Certificate No.</td><td></td></tr>
</table>

WHEREAS, (Name and address of Contractor) ___________________ (hereinafter called "Contractor") had undertaken, in pursuance of Contact No. ______________________________________ to execute (Name of Contract and Brief Description of the Work) ______________________________ (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with an Insurance Surety Bond (ISB) as security for compliance with Contractor's obligations in accordance with the Contract.

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

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

<u>NOW, THEREFORE, the Surety Insurer hereby, unconditionally and irrevocably, guarantees and affirms as follows:</u>

1. The Surety Bond shall not be affected by any change in the constitution or winding up of the Contractor or the Surety Insurer or any absorption, merger or amalgamation of the Contractor or the Surely Insurer with any other person.
2. In order to give full effect to this Surety Bond, the Company shall be entitled to treat the Surety Insurer as the principal debtor.
3. The Surety Insurer declares that it has the power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.
4. Notwithstanding anything contained herein:

a) The Insurer's liability under this Insurance Surety Bond shall not exceed (currency in figures) . . . . (currency in words only) . . . . .

b) This Insurance Surety Bond shall remain in force upto ___________ and any extension(s) thereof; and

c) The Surety insurer shall be released and discharged from all liability under this Insurance Surety Bond unless a written claim or demand is issued to the insurer on or before the midnight of ………………….(indicate date of expiry of claim period which includes minimum three months from the expiry of this Insurance Surety Bond) and any extension(s) thereof. If a claim has been received by us within the said date, all the rights of Company under this Insurance Surety Bond shall be valid and shall not cease until we have satisfied that claim.

In witness whereof the insurer, through its authorized officer, has set its hand and stamp on this ___________day of ____________ 20__ at ____________.

Witness:	**Issuing Authority:**
…………………………………………… (Signature)	………………………………………………… (Signature of the Authorised Signatory)
…………………………………………… (Name)	…………………………………………… (Name)
…………………………………………… (Designation & official address)	………………………………………………… (Designation with Insurer Stamp)
	Authorised Vide Power of Attorney No……………… Date……………………………