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FORWARDING LETTER

M/s. _____

Description: TENDER NO- SKI8949P25 for Supply of Rain Suit under Rate contract for 02 (two) years.

(i)	Tender / IFB No.	:	SKI8949P25
(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, 4 TH FLOOR, KOLKATA - 700001
(ix)	Bid Validity	:	120 days from date of actual Bid Closing/ Opening
(x)	Bid Security	:	Rs. 1,10,500.00 (Rupees One Lakh Ten Thousand Five Hundred only) (refer BEC Clause No. (C) (iii))
(xi)	Amount of Performance Security	:	5 % of order value of individual purchase orders (refer BEC Clause No. (C) (iv))
(xii)	Validity of Performance Security	:	Up to 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
(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 Bids for **Supply of Rain Suit 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 **CGM-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.

The screenshot displays the 'Display RFx Response' interface in the SRM QAS Portal. The form includes the following sections and callouts:

- RFx Information:** Displays RFx Response Number (60065572), RFx Number, Status (Saved), Submission Deadline, Opening Date (11.04.2017 00:00:00), and Total Value (XXXXX INR).
- Technical Attachments:** A red box highlights this section, with a callout stating: "Area for uploading 'Techno-commercial Unpriced Bid'. Please do not upload price under 'Technical Attachment'".
- Notes and Attachments:** A callout points to this tab, stating: "Area for uploading 'Priced Bid' if the detailed price information is 'No Price'".
- Conditions:** A callout points to this tab, stating: "Area for uploading 'Priced Bid' if the detailed price information is 'Price with Condition'".

The form also includes sections for Event Parameters (Currency: Indian Rupee, Detailed Price Information: Price with Conditions, Terms of Payment: OTH), Service and Delivery (Incoterms: FOB, SINGAPORE), and Partners and Delivery Information.

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 screenshot shows the 'Display RFx Response' interface. At the top, there's a 'Display RFx Response' header with buttons like 'Edit', 'Print Preview', 'Check', 'Technical RF's Response', 'Close', 'Verify Signature', 'Sign Response', 'Refresh Signature', 'Decrypt Data', 'System Information', and 'Create Memory Snapshot'. Below this, there's a summary section with fields like 'RFx Response Number', 'RFx Number', 'Status', 'Submission Deadline', 'Opening Date', 'Remaining Time', and 'RFx Owner'. The main section has tabs for 'RFx Information', 'Notes', 'Notes and Attachments', 'Conditions', 'Summary', and 'Tracking'. The 'Notes' tab is active, showing a list of notes with columns for 'Category', 'Description', and 'Status'. A callout box labeled 'Area for uploading Priced Bid**' points to the 'Priced Bid' tab. Another callout box labeled 'Area for uploading TechnoCommercial Unpriced Bid*' points to the 'Notes' tab under 'Technical Attachments'.

"The "Techno-Commercial Unpriced Bid" shall contain all technocommercial details except the prices.

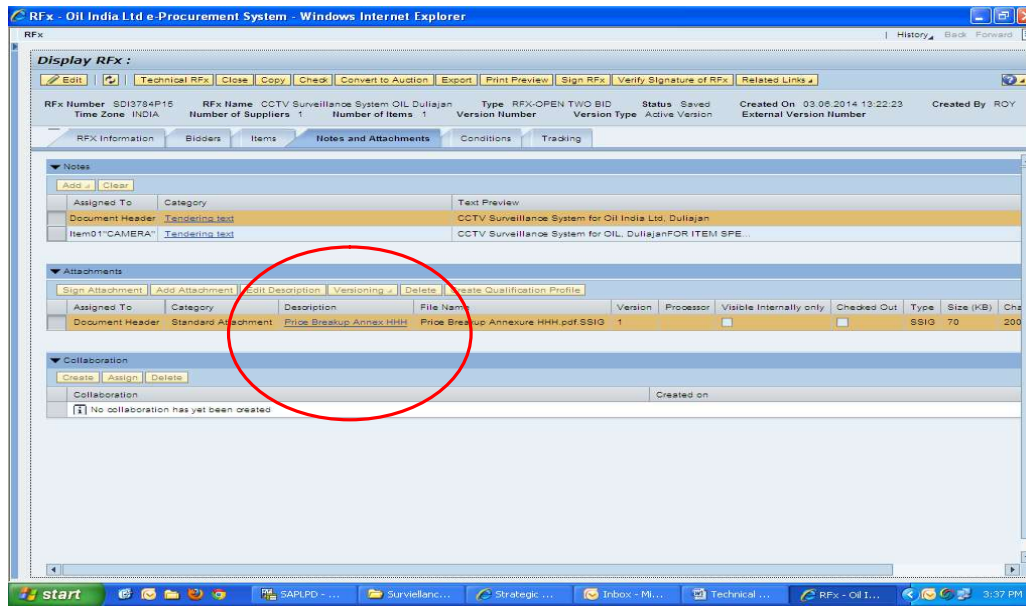
** Please follow the instructions as per Vendor User Manual for Uploading Price under "Notes and Attachment" or "Condition"

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 the 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 stating 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 and M/s A TREDS Ltd. (Invoice Mart). MSE vendors can avail this benefit by registering themselves with any of the exchanges providing e-discounting / electronic factoring services on TreDS platform and following the procedures defined therein, provided OIL is also participating in such TreDS Platform as a Buyer.

(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:**

a) The Integrity Pact is applicable against this tender. Therefore, bidders shall have to submit the Integrity Pact document duly signed along with bid. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide **PROFORMA – C** of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be submitted by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact have been signed by the bidder's authorized signatory who sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit Integrity Pact with the offer, their bid shall be rejected straightway.

OIL's Independent External Monitors at present are as under:

a) DR. TEJENDRA MOHAN BHASIN,
Former Vigilance Commissioner, CVC
E-mail: tmbhasin@gmail.com

b) SHRI RAM PHAL PAWAR, IPS (Retd.),
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Former Secretary, Ministry of Ayush, Govt. of India
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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 CGM-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/Frinking 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	12	IDFC First Bank
2	Axis Bank	13	Indian Bank
3	Bank of Baroda	14	Indian Overseas Bank
4	Bank of India	15	IndusInd Bank
5	Canara Bank	16	Karur Vysya Bank
6	City Union Bank	17	Kotak Mahindra Bank
7	Federal Bank	18	Punjab National Bank
8	HDFC Bank	19	RBL Bank
9	HSBC Bank	20	State Bank of India
10	ICICI Bank	21	South Indian Bank
11	IDBI Bank	22	Yes 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

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: **CGM-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/Frinking 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	12	IDFC First Bank
2	Axis Bank	13	Indian Bank
3	Bank of Baroda	14	Indian Overseas Bank
4	Bank of India	15	IndusInd Bank
5	Canara Bank	16	Karur Vysya Bank
6	City Union Bank	17	Kotak Mahindra Bank
7	Federal Bank	18	Punjab National Bank
8	HDFC Bank	19	RBL Bank
9	HSBC Bank	20	State Bank of India
10	ICICI Bank	21	South Indian Bank
11	IDBI Bank	22	Yes 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, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.
- ii. The rates quoted by the bidders shall be inclusive of all taxes, duties and levies. However, bidders are required to provide separately the rate and amount of all types of taxes, duties and levies. In case, the quoted information related to various taxes, duties and levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/tax, if the finally assessed amount is on the higher side and OIL will have the right to recover the difference in case the rate of duty/ taxes finally assessed is on the lower side. Further, bidders have to clearly show the amount of GST separately in the Tax invoices. Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
- iii. Offers without giving any of the details of the taxes (including rates and amounts) as specified above will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates and amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/ contracts will be binding on the bidder.
- iv. Bidder is required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profiteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the bidder must confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and must also provide details of the same as applicable. OIL reserves the right to examine

such details about costs of inputs/input services of the bidder to ensure that the intended benefits of GST have been passed on to OIL.

- v. Statutory variation (increase/decrease) of GST within the contractual delivery period will be to the account of OIL subject to documentary evidence. However, any increase in statutory levy after the expiry of the scheduled date of delivery shall be to the supplier's account.
- vi. Bidder agrees to do all things but not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and /or acceptance or rejection of credit notes / debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by OIL in the customized format shared by OIL in order to enable OIL to update its database etc. that may be necessary to match the invoices on GSTN common portal and also for claiming input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.
- vii. In case Input Tax Credit of GST is denied to OIL or demand is recovered from OIL by the Central / State Authorities on account of any non-compliance by Bidder/Supplier, including non-payment of GST charged and recovered, the Bidder/Supplier shall indemnify OIL in respect of all such claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. OIL, at its discretion, may also withhold/recover such an amount demanded and recovered by the authorities/ state authorities from the pending payments of the Bidder/Supplier.
- viii. GST liability, if any on account of supply of free samples against any tender/purchase order (wherever applicable) shall be to bidder's/ supplier's account.

Yours Faithfully,

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

Tender No. & Date : SKI8949P25/04 28.03.2025

Tender Fee : INR 0.00
 Bid Security Amount : INR 110,500.00

Bidding Type :

Bid Closing On : 28.04.2025 at 13:00 hrs. (IST)
 Bid Opening On : 28.04.2025 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
<u>10</u> 85570324	MISCELLANEOUS SAFETY EQUIPMENT FOR GENERAL USE RAIN SUIT Water proof reflective rain Suit consisting of Short coat with hood and legging on single textured rubberized waterproof fabric (Type-I as per IS 5915-1970) with fully taped seams and durable zips. Reflective tapes should be of best quality equivalent to 3M brand. Detail specification as below : * Water proof raincoat in single textured rubberized fabric of Quality-1 as per IS 5915-1970 * Fully taped seams for 100% water proofing. * Raglan sleeves. * Two side slant pockets on legging and coat. * Detachable knight caps/hood. * Base Fabric: Cotton or viscose staple or polyester * Colour : Oxford Blue, brown or olive green. When tested for color fastness shall show a fastness rating of not less than no.3 of IS 2454-1967. * Retro reflective tape: Should be best quality 3M or equivalent. The Retro-reflective tape (5cm wide) should be fixed on both front and back side of upper as well as lower. Size : Medium (M) Jacket (upper part): Length :28 inch (72 cm) Chest :53 inch (135 cm) Sleeve :30 inch (77 cm) Legging (lower part): Length :40 inch (102 cm) Waist :46 inch (117 cm) Tolerance : +1 inch.	1200	SET
<u>20</u> 85570346	Size : Large (L) Jacket (upper part) Length:30 inch (77 cm) Chest :54 inch (138 cm) Sleeve:31 inch (79 cm)	2800	SET

Tender No. & Date : SKI8949P25/04 28.03.2025

Item No./ Mat. Code	Material Description	Quantity	UOM
	Legging (lower part) Length : 41 inch (105 cm) Waist : 48 inch (122 cm) Tolerance : +1 inch.		
30 85570335	Size : Extra Large (XL) Jacket (upper part) : Length:32 inch (82 cm) Chest :55 inch (140 cm) Sleeve:32 inch (82 cm) Legging (lower part): Length:42 inch (107 cm) Waist :50 inch (127 cm) Tolerance : +1 inch	4500	SET
40 85570357	Size : Double Extra Large (XXL) Jacket (upper part) : Length:34 inch (87 cm) Chest :56 inch (143 cm) Sleeve:33 inch(84 cm) Legging (lower part): Length:43 inch (110 cm) Waist :52 inch (133 cm) Tolerance : +1 inch.	1500	SET

Note description for item no./nos. : 10, 20, 30, 40**NOTE :**

1. OIL Logo in bi-colour to be screen printed on each set on chest (left side). Details of Logo to be confirmed at the time of placement of order.
2. Paper to be used instead of polythene for packing of the Raincoats. The brand name, make, size etc. are to be printed on each packet.
3. Guarantee Certificate against quality and manufacturing defects with provision for free replacement must accompany the supply.
4. One Sample of each item/size in the order should be sent for approval before bulk supply.
5. All the sizes of Rain Suit (mat. codes 85570324, 85570335, 85570346 & 85570357) against the tender should be procured from the same source.
6. A test certificate from a National/ government test house should be submitted along with the bulk supply indicating conformance to the color fastness and type, quality and base fabric as per relevant standard (i.e IS 2454 for color and IS 5915-1970 for type, quality and base fabric.)

Tender No. & Date : SKI8949P25/04 28.03.2025

Standard Notes:

- Special Notes** : 1. This tender has been floated for entering into a rate contract for a period of 2 years for supply of rain suit of four different sizes as and when required.
2. Quantity indicated above are for meeting tentatively 2 (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
3. Delivery: Delivery is to be made on "as & when required" basis. Supply to be made within 75 days (maximum) from the date of receipt of individual purchase orders issued against the rate contract.
4. 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.

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 of **Rs. 13,79,000.00 (Rupees Thirteen Lakh Seventy-Nine Thousand only)** in one year, of the preceding 5 years reckoned from the original bid closing date.

“Similar Order” means **Supply of Rain Suits 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 IN CASE THE BIDDER IS NOT A MANUFACTURER:

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 (in original on manufacturer's letter head with signature & stamp) 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 (in original on manufacturer's letterhead with signature & stamp) 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 of **Rs. 13,79,000.00 (Rupees Thirteen Lakh Seventy-Nine Thousand only)** in one year, of the preceding 5 years reckoned from the original bid closing date.

“Similar Order” means **Supply of Rain Suits 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 Notes:

- 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.

(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 **Rs. 13,79,000.00 (Rupees Thirteen Lakh Seventy-Nine Thousand only).**

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

2.0 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. 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:**

a) The bid must be accompanied by Bid Security of ₹ **1,10,500.00 (Rupees One Lakh Ten Thousand Five Hundred only)** in OIL's prescribed format as Bank Guarantee in favour of OIL. The Bid Security in original to be submitted manually in sealed envelope superscribed with Tender no. and Bid Closing date to **CGM-Kolkata Office, Oil India Limited, 4 India Exchange Place, ICC Building, 4th floor, Kolkata - 700001** on or before the Bid Closing Date and Time mentioned in the Tender. **The Bank Guarantee submitted as Bid Security is normally to remain valid for a period of 45 (forty-five) days beyond the bid validity period reckoned from the original bid closing date.**

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

c) If bid security in ORIGINAL of above-mentioned amount and validity is not received or paid online within bid closing date and time, the bid submitted through electronic form will be rejected without any further consideration.

d) The following categories of bidders shall, however, be exempted from furnishing Bid Security:

(1) Micro and Small Enterprises (MSEs) who are holding valid Udyam Registration and are manufacturer of the offered Product and give specific confirmation to this effect at the time of bid submission and claim EMD exemption and whose credentials are validated online through Udyam Registration website of Ministry of MSME and also through supporting document uploaded during bidding process.

(2) Central / State Govt. department / Public Sector Undertakings.

(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 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) The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed with the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact have been signed by the bidder's authorized signatory who sign the Bid.

(xiv) 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
- 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
- n. Integrity Pact

(xv) 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 for all the items as quoted in Price Schedule (Annexure-C).

(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.

ANNEXURE –C**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
<u>MISCELLANEOUS SAFETY EQUIPMENT FOR GENERAL USE RAIN SUIT</u> Waterproof reflective rain Suit consisting of Short coat with hood and legging on single textured rubberized waterproof fabric (Type-I as per IS 5915-1970) with fully taped seams and durable zips. Reflective tapes should be of best quality equivalent to 3M brand. Detail specification as below: * Waterproof raincoat in single textured rubberized fabric of Quality-1 as per IS 5915-1970 * Fully taped seams for 100% water proofing. * Raglan sleeves. * Two side slant pockets on legging and coat. * Detachable knight caps/hood. * Base Fabric: Cotton or viscose staple or polyester * Colour: Oxford Blue, brown or olive green. When tested for color Fastness shall show a fastness rating of not less than no.3 of IS 2454-1967. * Retro reflective tape: Should be best quality 3M or equivalent. The Retro-reflective tape (5cm wide) should be fixed on both front and back side of upper as well as lower.				

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
Item Sl. No./ MATERIAL CODE NO.	MATERIAL DESCRIPTION.	QUANTITY	UNIT				
10 ----- 85570324	Size : Medium (M) Jacket (upper part): Length : 28 inch (72 cm) Chest : 53 inch (135 cm) Sleeve : 30 inch (77 cm) Legging (lower part): Length : 40 inch (102 cm) Waist : 46 inch (117 cm) Tolerance : +1 inch	1200	SET				

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
20	Size : Large (L)	2800	SET				
----- 85570346	Jacket (upper part) Length:30 inch (77 cm) Chest :54 inch (138 cm) Sleeve:31 inch (79 cm) Legging (lower part) Length : 41 inch (105 cm) Waist : 48 inch (122 cm) Tolerance : +1 inch.						
30	Size : Extra Large (XL)	4500	SET				
----- 85570335	Jacket (upper part) : Length:32 inch (82 cm) Chest :55 inch (140 cm) Sleeve:32 inch (82 cm) Legging (lower part): Length:42 inch (107 cm) Waist :50 inch (127 cm)						

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
	Tolerance : +1 inch						
40	Size : Double Extra Large (XXL)	1500	SET				
----- 85570357	Jacket (upper part) : Length:34 inch (87 cm) Chest :56 inch (143 cm) Sleeve:33 inch(84 cm) Legging (lower part): Length:43 inch (110 cm) Waist :52 inch (133 cm) Tolerance : +1 inch.						

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
<u>Notes:</u> 1. OIL Logo in bi-colour to be screen printed on each set on chest (left side). Details of Logo to be confirmed at the time of placement of order. 2. Paper to be used instead of polythene for packing of the rainsuits. The brand name, make, size, etc. are to be printed on each packet. 3. Guarantee Certificate against quality and manufacturing defects with provision for free replacement must accompany the supply. 4. One Sample of each item/ size in the order should be sent for approval before bulk supply. 5. All the sizes of Rain Suit/Coat against the tender will be procured from the same source. 6. A test certificate from a National/ government test house should be submitted along with the bulk supply indicating conformance to the color fastness and type, quality and base fabric as per relevant standard (i.e IS 2454 for color and IS 5915-1970 for type, quality and base fabric.) 7. Quantity indicated above are for meeting tentatively 02 (Two) years requirement. However, quantity may be increased or decreased				

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
8. 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. 9. Delivery: Delivery is to be made on "as & when required" basis. Supply to be made within 75 days (maximum) from the date of receipt of supply order issued against the rate contract. 10. 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.				
<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. 13,79,000.00 (Rupees Thirteen Lakh				

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
Seventy-Nine Thousand only) in one year, of the preceding 5 years reckoned from the original bid closing date. “Similar Order” means Supply of Rain Suits 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.				

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
2.0 IN CASE THE BIDDER IS NOT A MANUFACTURER: 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 of Rs. 13,79,000.00 (Rupees Thirteen Lakh Seventy-Nine Thousand only) in one year, of 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
“Similar Order” means Supply of Rain Suits 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.				

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
2.5 The bid shall be rejected in case of any change of the Original Manufacturer after the submission of bid document. 3.0 Notes: 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.				
<u>(B) FINANCIAL CRITERIA:</u> 1.0 Annual Financial Turnover of the bidder during any of preceding three financial/ accounting years from the original bid closing date should be at least Rs. 13,79,000.00 (Rupees Thirteen Lakh Seventy-Nine Thousand only). Annual Financial Turnover of the bidder from operations shall mean - "Aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during				

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
a financial year" as per the Companies Act, 2013 Section 2 (91). 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'.				

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
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 Annexure-xx 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.				

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
(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. 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:</u> a) The bid must be accompanied by Bid Security of ₹ 1,10,500.00 (Rupees One				

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
Lakh Ten Thousand Five Hundred only) in OIL's prescribed format as Bank Guarantee in favour of OIL. The Bid Security in original to be submitted manually in sealed envelope superscribed with Tender no. and Bid Closing date to CGM-Kolkata Office, Oil India Limited, 4 India Exchange Place, ICC Building, 4th floor, Kolkata - 700001 on or before the Bid Closing Date and Time mentioned in the Tender. <u>The Bank Guarantee submitted as Bid Security is normally to remain valid for a period of 45 (forty-five) days beyond the bid validity period reckoned from the original bid closing date.</u> b) Bid Security may also be paid online on or before the Bid Closing Date and Time mentioned in the Tender. c) If bid security in ORIGINAL of above-mentioned amount and validity is not received or paid online within bid closing date and time, the bid submitted through electronic form will be rejected without any further consideration. d) The following categories of bidders shall, however, be exempted from furnishing Bid Security: (1) Micro and Small Enterprises (MSEs) who are holding valid Udyam Registration and are manufacturer of the offered Product and give specific confirmation to this effect at the time of bid submission and claim EMD exemption and whose credentials are validated online through Udyam Registration website of Ministry of MSME and also through supporting document uploaded during bidding process.				

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
(2) Central / State Govt. department / Public Sector Undertakings. (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. <u>However, PBG will be applicable only if value of the individual purchase order exceeds ₹ 10 (ten) lakhs.</u> (v) The prices offered will have to be firm through delivery and not subject to				

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
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 (<i>e-commerce application</i>) 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				

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
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) The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed with the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's				

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
competent signatory. The proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact have been signed by the bidder's authorized signatory who sign the Bid. (xiv) 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 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 n. Integrity Pact (xv) All the tendered items are to be procured from the same source; hence				

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
bidders are requested to quote accordingly for all the items, else their bid will be rejected straightway.				

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.	Confirm Concessional GST (if applicable)	
5.	EMD Details: Whether Bid Security of requisite value and validity as per tender submitted (if applicable)	
6.	Confirm to Submit Performance Security as per Tender requirement (if applicable)	
7.	Mode of Performance Security (if applicable)	
8.	Confirm that the offer shall remain valid for acceptance up to 120 days from Date of actual bid closing date.	
9.	Confirm Payment Terms as per tender	
10.	Confirm to Submit Integrity Pact (if applicable)?	
11.	Confirm delivery period as per tender terms	
12.	Confirm that percentage of Local Content along with Certificate of Incorporation/registration and other relevant documents required under BEC Clause (if applicable)	
13.	Confirm that you have submitted all Proformas/ Annexures/ documents as mentioned in the Tender.	

14.	Confirm acceptance to all terms & conditions of the Tender.	
15.	Confirm that all correspondence must be in English Language only.	
16.	Indicate Name & Contact No. (Telephone/Fax/E-mail) of person signing the bid.	Name: Contact No.: Fax: Email:
17.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
18.	Please indicate the following: (i) PAN No. (ii) GST Regn. No.	
19.	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)	
	Details of Bid Security Submitted to OIL (if applicable)	
	a) Bid Security Amount (In Rs):	
	b) Bid Security Valid upto:	
7	Whether you shall submit Performance Security in the event of placement of order on you	
8	Integrity Pact Submitted	
9	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

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 (2.0) - 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 :.....

signatory

Signature of the authorized

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.*

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.

INTEGRITY PACT

Between

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

And

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

Preamble:

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

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

Section: 1 -Commitments of the Principal

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

(i) No employee of the Principal, personally or through family members, will in connection with the tender for, or during execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

(ii) The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process.

(iii) The Principal will exclude from the process all known prejudiced persons.

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

Section: 2 -Commitments of the Bidder

(1) The Bidder commits itself to take all measures necessary to prevent corruption. During his participation in the tender process, the Bidder commits himself to observe the following principles:

(i) The Bidder will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage

TENDER NO.: SKI8949P25

of any kind whatsoever during the tender process or during subsequent contract execution, if awarded.

(ii) The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

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

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

(v) Bidders to disclose any transgressions with any other public/government organization that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgressions (s) is/are to be reported by the bidders shall be the last **three years** to be reckoned from date of bid submission. The transgression (s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.

(vi) The Bidder(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.

(vii) Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act;

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

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

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

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

1. If the Bidder has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The

TENDER NO.: SKI8949P25

severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 2 years.

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

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

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

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

Section 4 -Compensation for Damages

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

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

Section 5 -Previous transgression

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

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process for such reason.

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

(1) The Principal will enter into Pacts on identical terms with all bidders.

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

TENDER NO.: SKI8949P25

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

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

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

Section: 8 -External Independent Monitor/Monitors

(1) The Principal appoints competent and credible Independent External Monitor (IEM) for this Pact.

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

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

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

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder to present its case before making its recommendations to the Principal.

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

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

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

TENDER NO.: SKI8949P25

(9) In case of any complaints referred under IP Program, the role of IEMs is advisory and the advice of IEM is non-binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP.

Section:9 -Pact Duration

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

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

Section:10 -Other provisions

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

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

(3) In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP. In case of sub-contractors, the IP will be a tri-partite arrangement to be signed by the Organization, the contractor, and the sub-contractor.

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

..... For the Principal Date : Place :	 For the Bidder/Contractor Witness 1: Witness 2:
--	---

.....

**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)

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)

**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)

FORMAT FOR PERFORMANCE BANK GUARANTEE

To,

**CHIEF 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 theday of.....

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

A. Issuing Bank:

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

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

TENDER NO.: SKI8949P25

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

Notwithstanding anything contained herein:

(a) Our liability under this Bank Guarantee shall be restricted up to Rs.....

(b) This guarantee shall be valid till

(c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before(Date of Expiry of BG PLUS one year claim period).

(d) At the end of the claim period that is on or after.....(Date of expiry of.....the Bank Guarantee Plus Minimum of 1 year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by Bank.

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

SIGNATURE AND SEAL OF THE GUARANTORS.....

Designation:.....

.....
Name of the Bank:.....

.....
Address:.....
.....

TENDER NO.: SKI8949P25

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

BID SECURITY FORMAT FOR BANK GUARANTEE

To:

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

Whereas.....(hereinafter called 'the Bidder') has submitted their Bid No. dated..... against OIL INDIA LIMITED, DULIAJAN, ASSAM, INDIA (hereinafter called the Purchaser) 's Tender No. for the supply of (hereinafter called 'the Bid') KNOW ALL MEN by these presents.

That we ofhaving our registered office at (hereinafter called 'the Bank') are bound unto the Purchaser, in the sum of for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the said Bank this day of

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws their Bid during the period of Bid validity specified by the Bidder,
or
2. If the Bidder, having been notified of the acceptance of their bid by the Purchaser during the period of bid validity:
 - a) fails or refuses to accept the order; or
 - b) fails or refuses to furnish the performance securityor
3. If the Bidder furnishes fraudulent document/information in their bid.

We undertake to pay to the Purchaser up to the above amount upon receipt of their first written demand (by way of letter /fax/Email) without the Purchaser having to substantiate their demand, provided that in their demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of any of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including (Bidder to indicate specific date as mentioned in the tender), and any demand in respect thereof should reach the Bank not later than the above date.

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

TENDER NO.: SKI8949P25

A. Issuing Bank:

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

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

Notwithstanding anything contained herein:

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

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation: _____

Name of Bank: _____

Address: _____

Date: _____

Place: _____

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:

**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,

**Chief 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 OF AUTHORISATION LETTER FOR ATTENDING TENDER
OPENING**

Ref No.

Date

TO,

Chief 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.

EXCEPTION / DEVIATION PROFORMA

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

Signature of the Bidder

Name :

Seal of the company

PROFORMA - J

LETTER OF AUTHORITY

TO,
Chief 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.

UNDERTAKING FOR BIDDERS FINANCIAL STANDING

TO,

Chief 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 OF DECLARATION OF BLACKLISTING / HOLIDAY LISTING/ NCLT
/ NCLAT /DRT /DRAT/ COURT RECEIVERSHIP/ LIQUIDATION**

TO,

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

Dear Sir,

Sub: OIL's Tender No. _____

We hereby declare that we are presently neither placed on any holiday list or blacklist declared by Oil India Limited, nor any inquiry is pending by Oil India Limited. We are also not undergoing insolvency resolution process or liquidation or bankruptcy proceeding as on date. In respect of corrupt or fraudulent practice (s), except as indicated below:-

(Here give particulars of blacklisting or holiday listing and /or inquiry and in the absence thereof state "NIL")

It is understood that if this declaration is found to be false in any particular, Oil India Limited shall have the right to reject my / our bid, and if the bid has resulted in a contract, the contract is liable to be terminated without prejudice to any other right or remedy (include blacklisting or holiday listing) available to Oil India Limited.

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