



FORWARDING LETTER

Subject: Tender No. SSI5371P24/C8 dated 10.01.2024 For Procurement of Ceiling Fan, Condenser and Fan Regulator under Rate Contract for 2 Years.

Dear Sir/Madam,

- 1.0 **OIL INDIA LIMITED (OIL)** is a premier National Oil Company engaged in the business of Exploration, Production and Transportation of Crude Oil and Natural gas. A Maharatna Company under the Ministry of Petroleum and Natural gas, Government of India (GOI), with its Headquarters at Duliajan, Assam. Duliajan is connected by Air with nearest Airport at Dibrugarh, 45 km away.
- 2.0 In connection to its operations, OIL invites **COMPETITIVE BIDS** from competent and experienced bidders through OIL's e-procurement site for "**PROCUREMENT OF CEILING FAN, CONDENSER AND FAN REGULATOR UNDER RATE CONTRACT FOR 2 YEARS (TOTAL QTY: 24,000 Nos, Tentative)**". One complete set of Bid Document for above is uploaded in OIL's e-procurement portal <https://etender.srm.oilindia.in/irj/portal> as well as OIL's website <https://www.oil-india.com/>. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL's e-procurement portal. For your ready reference, few salient points of the Tender are highlighted below:

E-Tender No.	:	SSI5371P24/C8 dated 10.01.2024
Type of Bidding	:	SINGLE STAGE COMPOSITE BID SYSTEM
Tender Fee	:	NOT APPLICABLE
Bid Closing Date & Time	:	13.03.2024, (11:00 HRS IST).
Bid Opening Date & Time	:	13.03.2024, (14:00 HRS IST).
Bid Security Amount	:	Not Applicable. Bidders must submit Annexure-O as attached.
Bid Submission Mode	:	Bids must be uploaded online in OIL's E-procurement portal
Bid Opening Place	:	Office of GM-Materials, Materials Department, Oil India Limited, Duliajan -786602, Assam, India.
Bid Validity	:	Bid should be valid for minimum 90 days from actual bid closing date.
Performance Guarantee	:	Applicable @ 10% of the individual Order valuing INR 10.00 Lakhs & above in the event of Award
Integrity Pact	:	Not Applicable
MSE Purchase Preference	:	Applicable
Public Procurement (Preference To Make In India) (PPP-MII)	:	Not Applicable

Banning Policy	:	Applicable
Restrictions on procurement from a bidder of a country which shares a land border with India	:	Applicable
Contact Details	:	SUKANYA BURAGOHAIN Manager Materials (IP) E-MAIL: Sukanya_buragohain@oilindia.in PHN: 0374-2808740
E-Tender technical Support	:	TEL: 0374- 2804903, 2807171, 2807192, E-MAIL: erp_mm@oilindia.in
Bids to be addressed to	:	GM-Materials, Materials Department, Oil India Limited, Duliajan -786602, Assam, India.

LIST OF ANNEXURES & PROFORMA	
ANNEXURE-IA	: TECHNICAL SPECIFICATIONS WITH QUANTITY
ANNEXURE-IB	: SPECIAL TERMS & CONDITIONS
ANNEXURE-CCC	: BID REJECTION CRITERIA(BRC)/ BID EVALUATION CRITERIA
ANNEXURE-G	: GENERAL NOTES TO BIDDER
ANNEXURE-BB	: PRICE BID FORMAT/PRICE SCHEDULE –(Attached in 'Notes & Attachments')
ANNEXURE -D	: COMMERCIAL CHECKLIST & ADDITIONAL INFORMATION
ANNEXURE EEE FFF GGG	: TECHNICAL BID CHECK LIST/RESPONSE SHEET
ANNEXURE -N	: RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA
Exhibit I & II	: FORMAT FOR UNDERTAKING TOWARDS COMPLIANCE OF RESTRICTION ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA
ANNEXURE BBB	: TAXES AND DUTIES CLAUSE
ANNEXURE K	: FORMAT FOR UNDERTAKING TOWARDS SUBMISSION OF AUTHENTIC INFORMATION/DOCUMENTS
ANNEXURE M	: UNDERTAKING BY VENDOR ON SUBMISSION OF PERFORMANCE BANK GUARANTEE
ANNEXURE J	: FORMAT FOR ANNUAL TURNOVER AND NET WORTH CRITERIA
PROFORMA-1	: FORMAT FOR CERTIFICATE OF COMPLIANCE OF FINANCIAL CRITERIA
PROFORMA-2	: PARENT/ULTIMATE PARENT/ HOLDING COMPANY'S CORPORATE GUARANTEE TOWARDS FINANCIAL STANDING
ANNEXURE O	: BID SECURITY DECLARATION
GENERAL TERMS & CONDITIONS	: (i) MM/LOCAL/E-01/2005 FOR E-PROCUREMENT OF INDIGENOUS TENDERS (ii) GUIDELINE'S TO BIDDERS (iii) NEW INSTRUCTIONS (iv) BANNING POLICY (v) SETTLEMENT OF DISPUTES

3.0 OIL looks forward to your active participation in the Tender.

Thanking You
Yours Faithfully,
OIL INDIA LIMITED

(Sukanya Buragohain)
Manager Materials (IP)
For GM-Materials (HoD)
For Resident Chief Executive

TECHNICAL SPECIFICATIONS WITH QUANTITY:

Item No./ Mat. Code	Material Description	Quantity	Complied/ Not Complied. (Remarks if any)
<p>10 81050401</p>	<p>CELLING FAN OF 1400MM SWEEP</p> <p>a) Type of Fan: Electric ceiling fans shall be capacitor type, with double ball bearing complete with capacitor, 300 mm down rod, canopies, three number blades made of aluminum alloy, suitable for operation on single phase, AC 230Volt, 50Hz supply and shall conform to IS: 374/1979 (Reaffirmed 2005).</p> <p>b) Power supply: 230 +/- 10 Volt, single phase, ac, 50 Hz</p> <p>c) Power factor at rated voltage & maximum speed: 0.9 lagging(min)</p> <p>d) Fan Motor: A.C. permanent capacitor single-phase induction motor class 1 with basic insulation.</p> <p>e) Size: 1400 mm, +/- 5 mm, SWEEP.</p> <p>f) Rated Air Delivery: Minimum 230 m3/min.</p> <p>g) Rated Speed in RPM at Rated Voltage: Minimum 260</p> <p>h) Bearings: Double ball bearing,</p> <p>i) Power Input: Maximum 70 Watt at rated voltage</p> <p>j) Down rod: Length 300 mm with proper mounting arrangements.</p> <p>k) Canopy: A cover shall be provided to partly or wholly conceal the hook and the shackle.</p> <p>l) Ceiling fan shall conform to IS 374-1979, with latest amendments for performance and safety.</p> <p>m) Earthing: Fan shall be provided with an earthing terminal or contact.</p> <p>n) Each fan shall be supplied along with the following items for suspension of the fan:</p> <p>i) Mounting bolt & nut: 3 set with 1 no. hole in each for fixing split pin</p> <p>ii) Rubber bushing: 1 no.</p> <p>iii) Split pin: 3 nos. split pin of the size that shall be properly inserted to the hole of the mounting bolt.</p> <p>o) Capacitors:</p> <p>i) Capacitors Rating: Minimum 2.5 micro-farad 440 V AC</p> <p>ii) Capacitors shall comply with IS 1709-1960 with latest amendment.</p> <p>p) Colour: White/Ivory</p> <p>q) The fan shall be supplied with all standard accessories and supplies as packed by manufacturers.</p> <p>r) The motor of the fan must be copper wound.</p> <p>s) Make for Fan: Usha / Orient / Bajaj / Alstom / Havell's / Anchor/Panasonic/Crompton Greaves or equivalent</p>	<p>4,000 Nos.</p>	

<p>20 81050536</p>	<p>CONDENSER, HERMITICALLY SEALED, 440V</p> <p>Hermitically sealed condenser 2.5mfd, 440 Volts AC conforming to IS 1709-1984 with latest amendment (for 1400 mm Ceiling Fan).</p> <p>Make:Usha/Elektron/Concap/Universal/Havells /Crompton/Bajaj/Orient/Polar/Sarda or Equivalent</p>	<p>10,000 Nos.</p>	
<p>30 81050398</p>	<p>CEILING FAN REGULATOR, ELECTRONIC DELUXE TYPE</p> <p>a) Deluxe Mode, Electronic type Fan Regulator with Steps. The regulator shall be capable of reducing the speed of at least 50% of the full speed at the rated voltage. Fans shall be capable of running on all the running positions of the regulator at the rated voltage. The regulator shall be minimum 80 W, rated 230 Volts.</p> <p>b) The regulator shall have an "OFF" position preferably next to the lowest speed contact, and shall be provided with not less than five running positions.</p> <p>c) The regulator handle or knob shall either be of insulating material, or if metal, shall be adequately insulated electrically and thermally so that its temperature rise above ambient is limited to 20°C. Knob diameter should be min 25 mm. Graduations shall be marked on the knob and base plate to indicate selected speed step position.</p> <p>d) The Electronic Fan Regulator should confirm to the Specification No.IS: 11037/1984(reaffirmed 2005) with latest amendment, if any.</p> <p>e) MAKE: Philips/ Havell's/ Crabtree/ Anchor or equivalent.</p>	<p>10,000 Nos.</p>	

SPECIAL TERMS & CONDITIONS:

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1. All the items must be procured from the same source to ensure compatibility and uniformity.

Note:

Delivery shall be on "As & When required basis". A separate PO shall be issued under Rate Contract to the seller from time to time depending upon inventory position. The delivery must be completed within 45(Forty-Five) days from receipt of supply order.

Bidders not complying to the aforementioned delivery schedule shall be liable for rejection.

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

GENERAL NOTES TO BIDDERS

1) 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 Deptt at following: Tel Nos. = **0374-2807178/ 7171/ 7192/ 4903**. Email id = erp_mm@oilindia.in; esupport@oilindia.in

2) OIL's office timings are as below-

	Time (in IST)
Monday-Friday	07:00 AM to 11:00 AM, 12:30 PM to 03:30 PM
Saturday	07:00 AM to 11:00 AM
Sundays and Holidays	Closed

Vendors should contact OIL officials at above timings only.

3) OIL Bank Details:

	Bank Details of Beneficiary	
a	Bank Name	STATE BANK OF INDIA
b	Branch Name	Duliajan
c	Branch Address	Duliajan, Dist – Dibrugarh
d	Bank Account No.	10494832599
e	Type of Account	Current Account
f	IFSC Code	SBIN0002053
g	MICR Code	786002302
h	SWIFT Code	SBININBB479
i	Contact No	9435554859
j	Contact Person Name	Mr. K. L. K. Banik, AGM
k	Fax No.	0374-2802729
l	Email Id	Sbi.02053@sbi.co.in

4) "General Terms & Conditions" for e-Procurement as per Booklet No. MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders.

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

- 6) Bidder are advised to fill up the Technical bid check list **(Annexure EEE)** and Response sheet **(Annexure FFF)** given in MS excel format in Technical RFx -> External Area -> Tender Documents. The above filled up document to be uploaded in the Technical Attachment. For details, please refer “Vendor User Manual” / “NEW INSTRUCTIONS”
- 7) All corrigenda, addenda, amendments, time extension, clarifications etc. To the tender will be hoisted on OIL’s website (www.oil-india.com) and in the e-portal (<https://etenders.srm.oilindia.in/irj/portal>) only and no separate notification shall be issued in the press. Prospective bidders are requested to regularly visit the website and e-portal to keep themselves updated.
- 8) The tender is invited under SINGLE STAGE- COMPOSITE 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) **Please ensure that Technical Bid / all technical related documents related to the tender are uploaded in the Technical RFx Response-> Technical Attachment only. For details please refer “NEW INSTRUCTIONS”.**
- 10) Please note that all tender forms and supporting documents are to be submitted through OIL’s e-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribed with **Tender no.** and **Due date** to **GM- Materials (HoD), Materials Department, Oil India Limited, Duliajan - 786602, Assam** on or before the Bid Closing Date and Time mentioned in the Tender.

a) **Detailed Catalogue (if any)**

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 Duplicate.

- 11) 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 bidder’s risk and may result in rejection of its offer without seeking any clarifications.
- 12) 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.
- 13) Bid must be submitted electronically only through OIL’s e-procurement portal. Bid submitted in any other form will be rejected.
- 14) The tender shall be governed by the Bid Rejection & Bid Evaluation Criteria given in enclosed **Annexure-CCC**. However, if any of the Clauses of the Bid Rejection Criteria / Bid Evaluation Criteria (as per **Annexure-CCC**) contradict the Clauses of the tender and / or “General Terms & Conditions” as per Booklet No. MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders elsewhere, those in the BEC / BRC shall prevail.
- 15) 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.

- 16) Bidders are requested to refer to the enclosed **Annexure-BBB** for the Taxes and Duties clauses under GST regime.
- 17) Please do refer the User Manual provided on the portal on the procedure “How to create Response” for submitting offer.
- 18) **PAYMENT TERM** : OIL’s standard payment terms are as listed below :

- (i) Payment will generally be made against completed supply, including installation & commissioning (if included in Supplier's scope). Where phased delivery is indicated in the order, payment will be made against each lot as per phasing.
- (ii) Payment to the extent of maximum 90% of the value of supply will be released within 21 days of receipt of materials at destination/site as per purchase order against direct submission of undisputed invoice to OIL and the remaining 10% shall be released upon acceptance of goods after due adjustment towards applicable Liquidated Damages.

In certain cases, OIL will consider release of 100% payment within 21 days of receipt and acceptance of supply at destination/site as per purchase order against undisputed invoice, subject to adjustment towards applicable Liquidated Damages.

- (iii) Wherever installation and commissioning etc. are to the scope of Supplier, maximum 80% of the cost of materials shall be payable within 21 days of receipt & verification of completeness of all the goods at destination/site as per purchase order against undisputed invoice and the remaining payment shall be released after successful commissioning.

The above payment terms supersede all the payment terms contained elsewhere in the tender document as well as “General Terms and Conditions for e-Procurement” (Document No. MM/LOCAL/E-01/2005). Bidders to note that no other payment terms, apart from the above listed payment terms, shall be accepted by OIL.

- 19) Any sum of money due and payable to the contractor (including Security Deposit refundable to them) under this or any other contract may be appropriated by Oil India Limited and set-off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited).
- 20) **Bidders who do not have E-tender Login ID and Password should complete their online registration at least seven (07) 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://etenders.srm.oilindia.in/irj/portal>**
- 21) **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.**
- 22) **OPPORTUNITY TO STARTUP AND MICRO & SMALL ENTERPRISES:**

In case a Startup (defined as per Ministry of Commerce and Industry (Department of Industrial Policy and Promotion, DIPP) latest notification)/ MSE is interested in supplying the tendered item but does not meet the Pre-Qualifying Criteria (PQC)/ Proven Track Record (PTR) indicated in the tender document, the Startup/MSE is requested to write a detailed proposal separately, and

not against the present tender requirement, to the tender issuing authority about its product. Such proposals shall be accompanied by relevant documents in support of MSE (where applicable) or in case of Startup, following documents shall be given:

1. Certificate of Recognition issued by the Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India.
2. Certificate of incorporation.
3. Audited Profit & Loss (P&L) Statement of all the Financial Years since incorporation. In case where the Balance sheet has not been prepared, bidder shall submit a certificate in original from its CEO/CFO stating the turnover of the bidding entity separately for each Financial Years since incorporation along with a declaration stating the reason for not furnishing the audited P&L Statement. This certificate shall be endorsed by a Chartered Accountant/Statutory Auditor.

The Proposal shall be examined by OIL and OIL may consider inviting a detailed offer from the Startup/MSE with the intent to place a TRIAL or TEST Order, provided the Startup/MSE meets the Quality and Technical Specifications.

In case the Startup/MSE is successful in the Trial Order, the vendor shall be considered for PQC exemption/relaxation (as the case may be) for the next tender for such item till the time it remains a Startup/MSE.

Note: In case of MSE/PSUs/Govt. Bodies/eligible institutions etc., they must apply to concerned tender handling officer, Materials Department, Oil India Limited, P.O. Duliajan, Assam -786602 for waiver of EMD upto one week prior to the Bid Closing Date (or as amended in e-portal).

- 23) 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 Amendment vide Gazette Notification no. CG-DLE-16062021-227649 dated 16th June,2021 issued by Ministry of MICRO, SMALL AND MEDIUM ENTERPRISES.

The bidder claiming as MSE status (MSE-General, MSE-SC/ST, MSE -Woman) against this tender has to submit the following documents for availing the benefits applicable to MSEs:

Udyam Registration Number with Udyam Registration Certificate.

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.

- 24) **MSE Units (Manufacturers/Service Providers only and not their dealers/distributors) registered with District Industry Centers or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or any other body specified by Ministry of MSME shall submit copy of valid Registration Certificate for the items they intend to quote along with the bid. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies. In case bidding MSE is owned by Schedule Caste or Schedule Tribe 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.**

The turnover related figures of the bidders claiming as MSE bidders as mentioned above shall be considered based on Bidders self-declarations to be submitted with their bid as per new gazette notification no. CG-DL-E-26062020-220191 dated 26.06.2020. However, in case of any

intentional misrepresentations or attempts to suppress facts in the self-declaration, the bidder shall be liable to penalty as specified under section 27 of the Act.

For availing benefits of Purchase Preference under Public Procurement Policy, the interested MSE Bidders must ensure that they are the manufacturer of tendered item(s) and registered with the appropriate authority for the said item(s). The technical offer of such MSE Bidders must include a valid copy of relevant MSE Certificate issued by appropriate authority specifying the item as per tender.

Purchase Preference of 15% (fifteen percent) shall be extended to the eligible MSE Bidder (i.e. Manufacturer of tendered goods for procurement) over non-MSE L1 Bidder and PO shall be awarded for full tender quantity on such MSE bidder, subject to matching their quoted rates/costs with non-MSE L1 Bidder.

25) **TAX COLLECTIBLE AT SOURCE (TCS):**

Tax Collectible at Source (TCS) applicable under the Income-tax Law and charged by the SUPPLIER shall also be payable by OIL along with consideration for procurement of goods/materials/equipment. If TCS is collected by the SUPPLIER, a TCS certificate in prescribed Form shall be issued by the SUPPLIER to OIL within the statutory time limit.

Payment towards applicable TCS u/s 206C (IH) of Income Tax Act, 1961 will be made to the supplier provided they are claiming it in their invoice and on submission of following undertaking along with the invoice stating that:

- 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.....(As applicable) 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 (I H) of Income tax Act, 1961.

26) **APPLICABILITY OF BANNING POLICY OF OIL INDIA LIMITED:**

“Banning Policy dated 17th March, 2023 as uploaded in OIL’s website (www.oilindia.in) in line the provisions of Office Memorandum 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.”

At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the tender Documents through issuance of Corrigendum(s)/Addendum(s). Bidders are expected to take the Corrigendum(s)/ Addendum(s) into account in preparation and submission of their bid. No separate intimation for Corrigendum(s)/Addendum(s) published by OIL shall be sent to the Bidders.

- 27) **RESTRICTION ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND BOARDER WITH INDIA:** It is for information of all Bidders that Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide office memorandum No. F.7/10/2021-PPD (1) dated 23rd February,2023(order- Public Procurement no.4) has proclaimed Requirement of registration under Rule 144(xi) of the General Financial Rules (GFRs), 2017.Any bidder from a country which shares a land border with India will be eligible to bid in any procurement only if the bidder is registered with the Competent Authority. 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.

Therefore, all bidders are requested to be guided by the Clauses stipulated in the enclosed **Annexure-N** of this tender.

In this respect, the format of Undertaking to be submitted by the bidders is given vide EXHIBIT-I & EXHIBIT-II of this tender.

- 28) While submitting the offers bidders are requested to refer to the enclosed **Annexure – BB (Price Bid Format and Evaluation Criteria)**.
- 29) **Bidders should fill-up and submit along with their bid an UNDERTAKING towards authenticity of information/documents furnished by them, as per enclosed ANNEXURE-K**
- 30) **ONLINE VIEWING OF PRICE BY BIDDER:** For convenience of the qualified Bidders and to improve transparency, the rates/costs quoted by bidders against OIL's e-tenders shall be available for online viewing by such Bidders whose price bids are opened by Company. A Bidder can view item-wise rates/ costs of all other such peer bidders against the tender immediately after price bid opening, if the e-tender is floated by Company with PRICE CONDITION. In case the Price-Bid is invited by Company through attachment form under "Notes & Attachment" (i.e., NO PRICE Condition), Bidders must upload their detailed Price-Bid as per the prescribed format under "Notes & Attachment", in addition to filling up the "Total Bid Value" Tab taking into account the cost of all individual line items and other applicable charges like freight, tax, duties, levies etc. Under NO PRICE Condition (i.e., Price Bid in attachment form), the "Total Bid Value" as calculated & quoted by the Bidder shall only be shared amongst the eligible bidders and Company will not assume any responsibility whatsoever towards calculation errors/ omissions therein, if any. Notwithstanding to sharing the "Total Bid Value" or the same is whether filled up by the Bidder or not, Company will evaluate the cost details to ascertain the inter-se-ranking of bidders strictly as per the uploaded attachment and Bid Evaluation Criteria only. Online view of prices as above shall be available to the Bidders only upto seven days from the date of Price-Bid opening of the tender.
- 31) **PBG UNDERTAKING FORM:** In the event of award of purchase order against this tender, the successful bidder **must comply with the stipulations** of the enclosed "**PBG UNDERTAKING FORM - ANNEXURE-M**" and **submit it duly filled-in along-with their PBG (Performance Bank Guarantee)**.
- 32) **The applicable GST on Liquidated Damage if any, shall have to be borne by the seller. Accordingly, the Liquidated Damage shall be recovered from the seller along with applicable GST.**

33) **DELIVERY/COLLECTION INSTRUCTIONS IN THE EVENT OF TRANSPORTATION IS IN OIL'S SCOPE:**

- i. The supplier shall be required to deliver the Sundry consignments of weight less than 03 (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 transporters is M/s Western Carriers (India) Ltd.

Bidder's are requested to note the above delivery/collection instructions while submitting their offers.

34) **BID SECURITY CLAUSE:**

No Bid Security /Earnest Money Deposit (EMD) is required to be submitted against the tender. Instead of EMD /Bid Security, all the bidders shall be required to sign a "Bid securing 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 two (2) years. This suspension of two years shall be automatic without conducting any enquiry.

Bidders shall submit "Bid Security Declaration" as per enclosed ANNEXURE-O along-with their Technical bids.

- 35) Encryption certificate is mandatorily required for submission of bid. In case bidder created response using one certificate (using encryption key) and bidder subsequently changes the digital signature certificate then the old certificate (used for encryption) is required in order to decrypt his encrypted response for getting the edit mode of his response. Once decryption is done, the bidder may use his new DSC certificate for uploading and submission of his offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of DSC certificate, Oil India Limited is not responsible.

36) **REGISTRATION OF SUPPLIERS ON GOVERNMENT E-MARKET PLACE (GEM) UNDER RULE 150 OF GENERAL FINANCIAL RULE (GFR 2017):**

- a) In line with O.M. 6/9/2020-PPD dated 24.08.2020 issued by Department of Expenditure, Ministry of Finance, Government of India, it shall be mandatory for sellers providing Goods and Services to Oil India Limited to be registered on GeM and obtain a unique seller ID, at the time of placement of order/acceptance of contract. This ID shall invariably be incorporated in every supply order/contract/agreement/ purchase order while awarding any contract / order for procurement by Oil India Limited governed by the GFRs 2017. In this regard, the bidder/seller providing goods and services to Oil India Limited has to mandatorily register on Government E-Marketplace (GeM) [Website: www.gem.gov.in] and obtain a unique GeM seller ID.
- b) Kindly indicate the GeM seller ID in your offer/bid/proposal to facilitate to comply with the aforementioned Office Memorandum

- 37) Oil India Limited (OIL) has upgraded its E-tender Portal. All the bidders are requested to go through the following documents available on the login Page of the OIL's E-tender Portal before uploading their bid.

- a) Guidelines to Bidders for participating in OIL.
- b) New Vendor Manual

- 38) As part of the new system, the intending bidder must have Encryption Certificate along with Digital Signature Certificate (DSC) of Class III [Organization]. The date for implementation of new system is 12th April 2017 and the requirement of the new DSC will be applicable for the tenders floated on 12th April 2017 onwards. All our current and prospective esteemed bidders are therefore requested to acquire Class III DSC [Organization] along with Encryption Certificate issued by any of the Licensed Certifying Authorities (CA) operating under Controller of Certifying Authorities (CCA) of India as per Indian IT Act 2000. Guideline for getting Digital Signature and other related information are available on the e-tender website www.oilindia.com. The bid signed using any other digital certificate or digital certificate without organization name of the bidder, will be liable for rejection.
- 39) Bidder's response to all NIT stipulations shall clearly be defined. Bidder shall furnish specific details/ specifications of all major components, systems with Make & Model; etc. Generalised response like - 'As per NIT Specifications/ Technical Leaflet', 'Noted', 'and Accepted' or in any similar fashion is not acceptable.
- 40) Bidders are requested to visit OIL's e-tender portal regularly for any corrigenda / addenda etc. w.r.t. this tender. No separate notification shall be sent in this regard.
- 41) **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 Seller's 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:
- (i) Buyer means OIL who has placed Purchase Order/ Contract on a MSE Vendor (Seller).
- (ii) Seller means a MSE vendor, who has been awarded Purchase Order/ Contract by OIL (Buyer).
- 42) The quantity mentioned in the Tender (in Annexure-IA) is purely tentative for meeting approximately OIL's 02 (two) years requirement. However, the quantity may decrease depending on the Company's actual requirement. Supply to be made to the extent of individual supply order to be issued by the Company from time to time based on the Company's actual requirement.

43) During the Contract period, no request for price escalation will be entertained by the Company. The prices will remain firm during the entire Contract period.

44) **FALL CLAUSE:**

- i. The price charged for the Goods supplied under the contract by the contractor shall in no event exceed the lowest price at which the contractor sells the Goods Procurement of GOODS or offers to sell Goods of identical description, to any persons/ organizations including the Procuring Entity or any Department or Undertaking of the Central Government, as the case may be during the currency of the contract. Contractor shall forthwith notify such reduction or sale or offer of sale to the Procuring Entity and the price payable under the contract for the Goods supplied after the date of coming into force or such reduction or sale or offer of sale shall stand correspondingly reduced.
- ii. The above stipulation shall, however, not apply to:
 - a) Exports by the contractor
 - b) Sale of Goods as original equipment at prices lower than the prices charged for normal replacement
 - c) Sale of perishable Goods having a limited shelf life, such as drugs that have expiry dates.
- iii. The Supplier / Contractor shall furnish the following certificate to the concerned Accounts Officer with each bill for payment of supplies made against the contract:

“We certify that there has been no reduction in the sale price of the Goods of description identical to the Goods supplied to the Procuring Entity under the contract herein, and such Goods have not been offered/ sold by me/ us to any person/ organization including any Ministry/ Department/ Attached and Subordinate Office/ Public Sector Undertaking of Central or State Government(s) as the case may be upto the date of bill / the date of completion of Contract at a price lower than the price charged under this contract except for the quantity of Goods categories under (a), (b) and (c) of sub-clause (2) above, details of which are as follows:-”

- 45) **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.
- 46) **DISCLAIMER:** Rates/Costs shown above 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.

ANNEXURE – CCC**BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC)**

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

Other terms and conditions of the enquiry shall be as per General Terms and Conditions vide MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders. However, if any of the Clauses of the Bid Rejection Criteria / Bid Evaluation Criteria (BRC / BEC) contradict the Clauses of the tender or MM/LOCAL/E-01/2005 elsewhere, those in the BRC / BEC shall prevail.

<u>Criteria</u>	Complied / Not Complied. (Remarks if any)
<p>1.0 BID REJECTION CRITERIA (BRC):</p> <p>The bid shall conform generally to the specifications, terms and conditions given in this document. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.</p> <p>A) <u>TECHNICAL:</u></p> <p>1.1 Bidder should have the experience of successfully executing at least 01 (one) Similar order of value not less than ₹ 11.26 Lakhs in a single year in preceding 05 (five) years as on the original Bid Closing date of this tender.</p> <p>“Similar order” means “Supply of Ceiling fans and/or exhaust fans and/or electrical wires and/or switchboards & switches and/or distribution boards & MCBs”.</p> <p>Note: <i>Documentary evidence in respect of the above should be submitted in the form of copies of relevant Purchase Orders along with copies of any of the following documents in respect of satisfactory execution of each of those Purchase Orders, such as –</i></p> <p>(i) <i>Satisfactory Inspection Report (OR)</i></p> <p>(ii) <i>Satisfactory Supply Completion / Installation Report (OR)</i></p> <p>(iii) <i>Consignee Receipted Delivery Challans (OR)</i></p> <p>(iv) <i>Tax Invoices issued under relevant rules of GST & copy of the e-way bill (OR)</i></p> <p>(v) <i>Any other documentary evidence that can substantiate the satisfactory execution of each of the purchase orders cited above.</i></p>	

Note:

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

b) Satisfactory supply/completion/installation report (if submitted) should be issued on client's official letterhead with signature and stamp.

Note:

(i) Original Bid Closing Date of the tender shall be considered by OIL for evaluation of BRC Criteria in case of any extension of the original Bid Closing Date.

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

B) FINANCIAL:

1.1 ANNUAL TURNOVER: The bidder must have annual Financial Turnover from Operations equal to ₹ 11.26 Lakhs in any of the preceding three (3) financial/ accounting years reckoned from the original bid closing date as per the Audited Annual Reports

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

1.2 NET WORTH: The Net Worth of the bidder must be positive for the accounting year preceding the original bid closing date.

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

Note - For (a) & (b):

Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking (PROFORMA -1) certifying that 'As on the Original Bid Closing Date, the balance sheet/Financial Statements for the financial year

..... (As the case may be) has actually not been audited so far’.

Note(s):

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 & UDIN No.), certifying the Annual turnover & Net worth as per format prescribed in **ANNEXURE-J**.

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.

1.3 In case the Bidder is subsidiary company (should be 100% owned subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits its bid based on the strength of parent/ ultimate parent/ holding company, then following documents need to be submitted:

i) Turnover of the parent/ ultimate parent/ holding company should be in line with requirement.

ii) Net Worth of the parent/ultimate parent/ holding company should be positive in line with the requirement.

iii) Corporate Guarantee (as per PROFORMA-2) on parent / ultimate parent / holding company's company letter head signed by an authorised official undertaking that they would financially support their wholly owned subsidiary company for executing the project/ job in case the same is awarded to them. Document of subsidiary company being 100% owned subsidiary of the parent/ ultimate parent/ holding company

C) COMMERCIAL:

i) Validity of the bid shall be **minimum 90 days** from the Bid Closing Date.

ii) Bids are invited under “**Single Stage Composite Bid System**”. Bidders have to submit both the “Techno-commercial Unpriced Bids” and “Priced Bids” through electronic form in the OIL’s e-Tender portal within the bid Closing date and time stipulated in the e-tender. The Techno-commercial Unpriced bid is to be submitted as per scope of works and Technical specification of the tender and the priced bid as per

the online Commercial bid format. For details of submission procedure, please refer relevant para of General Terms and Conditions vide MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders. Any offer not complying with the above shall be rejected straightway.

iii) **Performance Security:**

The successful bidder shall submit Performance Security @ 10% 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).

OR

The Performance Security may also be furnished in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial Banks, Bank Guarantee (including e-Bank Guarantee) from a Commercial Bank or online payment in an acceptable form safeguarding the purchaser's interest in all respects.

The validity requirement of Performance Security is assuming dispatch within stipulated delivery period and conformation to all terms and conditions of order. In case of any delay in dispatch or non-confirmation to all terms and conditions of order, validity of the Performance Security is to be extended suitably as advised by OIL.

However, PBG will be applicable only if value of Purchase Order exceeds Rs. 10(Ten) lakhs.

iv) 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.

v) 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.

vi) All the Bids must be Digitally Signed using "Class 3" digital certificate with Organisation's name (*e-commerce application*) as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAD), Controller of Certifying Authorities (CCA) of India. The bid signed using other than "Class 3 with Organisation's Name" digital certificate, will be rejected.

vii) **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.**

viii) Price should be maintained in the "online price schedule" only. The price submitted other than the "online price schedule" shall not be considered.

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) Annual Turnover of a bidder lower than the Annual turnover mentioned in the Tender.

x) **Delivery:** Delivery is to be made on "as & when required" basis. Supply is to be made within 45 days (maximum) from the date of receipt of individual purchase orders issued against the rate contract.

NOTE: FOR CLAUSE NO. C(iii) Performance Security

The bidders/successful bidders are requested to advise the Bank Guarantee issuing bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original bank guarantee in OIL's tender issuing office:

"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 following details:

(i) MT 760 / MT 760 COV for issuance of Bank Guarantee

(ii) MT 760 / MT 767 COV for amendment of Bank Guarantee

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:-

A) Bank Name: ICICI BANK LTD.

B) Branch Name: DULIAJAN

C) Branch Address: KUNJA BHAVAN, DAILYBAZAAR, DULIAJAN, DIBRUGARH, ASSAM - 786602

D) IFSC Code: ICIC0000213

E) Unique identifier code (Field 7037): OIL503988890

F) Company name: Oil India Limited

G) Swift Code: ICICINBBXXX

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.

2.0 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:

1. The manufactured product should be strictly as per OIL's tender specifications.
2. Bids shall be evaluated strictly as per NIT specifications, terms and conditions

B) COMMERCIAL:

1. To evaluate the inter-se-ranking of the offers, bids shall be evaluated on the basis of FOR Duliajan value including applicable GST.
2. 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.

NOTE:

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

ANNEXURE-N

RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH

SHARES LAND BORDER WITH INDIA:

Subject to Order No. F.7/10/2021-PPD (1) dated 23.02.2023 issued by Department of Expenditure, Ministry of Finance, Govt. of India, Bidders should take note of the following:

1.0 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.

2.0 "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.

3.0 "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

4.0 The beneficial owner for the purpose of para 3.0 above will be as under:

4.1 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.

4.2 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 or entitlement to more than fifteen percent of capital or profits of the partnership

4.3 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 or entitlement: to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4.4 Where no natural person is identified under (4.1) or (4.2) or (4.3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

4.5 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.

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

6.0 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.

7.0 **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.

8.0 **Undertaking regarding compliance**: The bidders are required to provide undertakings as per Exhibits - I, II 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.

EXHIBIT-I

UNDERTAKING TOWARDS COMPLIANCE OF PROVISIONS FOR RESTRICTIONS

ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND

BORDER WITH INDIA

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)

EXHIBIT-II

**ADDITIONAL UNDERTAKING BY BIDDER IN CASES OF SPECIFIED TRANSFER
OF TECHNOLOGY**

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)

Price Schedule for Tender No. SSI5371P24/C8, Dated. 10.01.2024

Annexure-BB

Item No	(Refer Annexure-IA before quoting for detailed specification)	Quantity (Refer Annexure-IA before quoting for quantity)	UOM (Refer Annexure-IA before quoting for UOM)	HSN Code	Basic Material Value (in Rs)	Rate of GST	Other charges (if any)	Total F.O.R. Duliajan Price including taxes (in Rs)

Notes:

a) Bidders should fill up, sign and upload the price breakup of the item as per “Annexure BB” under “Notes & Attachments” > “Attachments” only. The filled-up price breakup of the item should not be uploaded in the Technical Attachment folder.

b) In the event of computational error between unit price and total price, unit price shall prevail and adopted for evaluation. Similarly, in the event of discrepancy between words and quoted figure, words will prevail.

c) Bidders are requested to quote **all-inclusive FOR Duliajan rate**. Accordingly, purchase orders shall be awarded to bidders on **all-inclusive FOR Destination basis**. Bidders to take note of the same and quote accordingly.

d) Taxes, if any, should be quoted separately. If taxes are not shown separately, the offer will be considered to be inclusive of all taxes, duties etc. and will be binding on the bidder.

e) Comparison will be done on the total FOR Duliajan Price including taxes.

f) Prices should be quoted in INR only.

g) Rate should be quoted as per unit specified by us on F.O.R. Duliajan door delivery basis indicating the followings:

- i) Rate as per the current price.
- ii) Rate of GST
- iii) Other charges (if any)

ANNEXURE-D**COMMERCIAL CHECK LIST**

- A. The Commercial Check List must be completed and returned with your offer. Please ensure that all these points are covered in your offer. These will ensure that your offer is properly evaluated. Please select "yes" or "no" to the following questions, in the right-hand column.

Sl. No.	REQUIREMENT	COMPLIANCE Yes/No/Not Applicable
1.0	Whether bid submitted under Single Stage Composite Bid System?	
2.0	Whether quoted as manufacturer?	
2.1	Whether quoted as OM Dealer/Supply House.	
2.2	If quoted as OM Dealer/Supply House	
	(a) Whether submitted valid and proper authorization letter from manufacturer confirming that bidder is their authorized Dealer/supply House for the product offered?	
3.0	Whether Purchase Preference claimed?	
4.0	Whether offered firm prices?	
4.1	Whether quoted offer validity of 90 days from the bid closing date of tender?	
4.2	Whether quoted a firm delivery period?	
4.4	Whether confirmed acceptance of tender Payment Terms as per Tender?	
5.0	Whether confirmed to submit PBG as asked for in NIT?	
5.1	Whether agreed to submit PBG within 30 days of placement of order?	
6.0	Whether quoted as per NIT (without any deviations)?	
7.0	Whether quoted any deviation?	
8.0	Whether deviation separately highlighted?	
9.0	Whether technical literature / catalogue enclosed?	
10.0	Whether all BRC/BEC clauses accepted?	
11.0	Whether Integrity Pact with digital signature uploaded?	
12.0	Whether all the clauses in the Integrity Pact have been accepted?	
13.0	Whether indicated 'Local Content' required as per PPP-MII Policy?	
14.0	Whether Prices submitted as per Price Schedule?	
15.0	Whether Bid Security Submitted?	

PROFORMA -1

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

CERTIFICATE OF COMPLIANCE TO FINANCIAL CRITERIA

Ref : Financial Criteria under Note of BEC/BRC of Tender No. _____

I _____ the authorized signatory(s) of
_____ (Company or Firm name with address) do
hereby solemnly affirm and declare/ undertake as under:

**The balance sheet/Financial Statements for the financial year _____
have actually not been audited as on the Original Bid Closing Date.**

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)

Note: Please note that any declaration bearing date after the Original Bid Closing Date will not be considered and will be rejected. This certificate is to be issued only considering the time required for preparation of Financial Statements i.e. if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the Original Bid Closing Date.

PROFORMA-2

**PARENT/ULTIMATE PARENT/ HOLDING COMPANY'S CORPORATE GUARANTEE TOWARDS
FINANCIAL STANDING**

(Delete whichever not applicable)

(TO BE EXECUTED ON COMPANY'S LETTER HEAD)

DEED OF GUARANTEE

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

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

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

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

(b) the liability of the Guarantor, under the Guarantee, is limited to the 100% of the order value between the Bidder and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Bidder.

(c) this Guarantee has been issued after due observance of the appropriate laws in force in India.

(d) this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of New Delhi, India.

(e) this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.

(f) the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For and on behalf of

For and on behalf of

(Parent/Ultimate Parent/Holding Company)

(Bidder)

(Delete whichever not applicable)

Witness:

Witness:

1.

1.

2.

2.