बिड संख्या/Bid Number: GEM/2026/B/7458829
दिनांक /Dated: 27-04-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	18-05-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	18-05-2026 15:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Petroleum And Natural Gas
विभाग का नाम/Department Name	Oil India Limited
संगठन का नाम/Organisation Name	Oil India Limited
कार्यालय का नाम/Office Name	Oil India Limited
कुल मात्रा/Total Quantity	39
वस्तु श्रेणी /Item Category	All in One PC (V2) (Q2)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	17 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No

बिड विवरण/Bid Details	
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	4 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Payment Timelines	Payments shall be made to the Seller within **21** days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	40

(a).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :
CGM-C&P
Oil India Limited, OIL INDIA Limited, OIL INDIA Limited, Ministry of Petroleum and Natural Gas
(G. C. Sarma)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers availabele upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	100
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	100

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st

March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
3. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.
OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

4. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

All In One PC (V2) (39 pieces)

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Bis Required	Yes

तकनीकी विशिष्टियाँ /Technical Specifications

* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
Description	**Description of store**	All in One Personal Computers consist of a Mouse, Keyboard, Display with Web camera, inbuilt/integrated microphone array and speakers, an internal CPU with connection cables and power adapter with 1 year standard warranty
	Processor Number	Intel Core i7-14700, Intel Core i9-13900T, Intel Core i9-13900, AMD Ryzen 7 8700G, AMD Ryzen 7 PRO 8700G, AMD Ryzen 9 PRO 7945, AMD Ryzen 9 7900X3D, AMD Ryzen 9 7950X3D, Intel Core Ultra 5-235, Intel Core Ultra 7-265, Intel Core Ultra 9 285 Or higher
Input Devices	**Mouse Connectivity**	Wired, Wireless Or higher
	Keyboard Connectivity	Wired, Wireless Or higher
Graphics	Graphics Type	Integrated
Operating System	**Operating System (Factory Preloaded with Certification)**	Windows 11 Professional
Memory	**Type of RAM**	DDR5 Or higher
	RAM Size (GB)	32
Storage	**Type of Storage Installed with the System**	NVMe SSD
	Storage Capacity (in GB)	1024, 2048
Display	**Display Size - Diagonal (in Inches)**	58.1 - 63 (22.87" - 24.8"), 63.1 - 68 (24.84" - 26.77"), 68.1 - 73 (26.81" - 28.74")
Ports	**Number of Ports**	1-HDMI, 1-DP, Universal Audio Jack, 1- RJ-45 (10/100/1000 Ethernet Port), 1-USB 3.1 Gen 2 TYPE A, 1-USB 3.1 Gen 1 TYPE A, 2-USB 3.1 Gen 2 TYPE A, 2-USB 3.1 Gen 1 TYPE A, 1-USB 3.1 Gen 1 TYPE C
Generic	**Stand**	Height Adjustable

Additional Specification Parameters - All In One PC (V2) (39 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
RAM Expandability up to	64 GB or Higher
Display Resolution (in PIXELS)	1920x1080 or Higher
Wireless Connectivity	Wi-Fi 6 (802.11ax) or higher + Bluetooth 5.3 or higher
On Site OEM Warranty (Year)	3 or Higher
Certification/Compliances	Microsoft Windows 11 Certificate and ISO 9001,14001, 27001 for OEM

* Bidders offering must also comply with the additional specification parameters mentioned above.

परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Amrit Loushon Bora	533004,Oil India Limited, 11-4-7, 3rd Floor, Nookalamma Temple Street, Ramaraopet, Kakinada, Andhra Pradesh	24	30
2	Sawan Kumar Sethy	751022,OIL INDIA LIMITED, BAY EXPLORATION PROJECT, IDCO TOWERS (3rd Floor), JANPATH, BHUBANESWAR	15	30

Special terms and conditions-Version:6 effective from 15-04-2026 for category All in One PC (V2)

1.

For Buyers:		
1.	Product Verification	A unique device serial number shall be provided by the seller at the time of supply, which is mentioned on the product. The buyer/consignee shall be able to verify the complete product details, including configuration, through the OEM website. The buyer/consignee should be able to perform these verifications without needing to create an account on the OEM website.

	2.	Operating System	a. There is no requirement that the OEM of the All in One PC should be a device partner of Microsoft or hold a valid authorisation from Microsoft b. Microsoft OS may be sourced directly from Microsoft by OEMs holding device partner status, and those not holding device partner status may source from authorized distributors,i.e., Ingram/Reddington and their authorized channel partners. c. Buyers may ensure that the authorisation from Microsoft shall not be made a mandatory requirement in bids. d. If supplies are made as per brands of OEMs who are global device partners, then the serial number of the machine supplied can be used to check the details of the product from the website of the OEM. e. In the case of local device partners of Microsoft, OS details such as the digital key number should be produced with supplies, and the buyer may verify them from Microsoft. f. In case of other OEMs who are sourcing from authorized distributors of Microsoft, Reddington, or Ingram, a copy of the invoice which contains the relevant serial number of Windows OS shall be submitted with supplies, and the buyer/consignee can verify the same from the OS server website or by telephone, or both. g. In respect of verification of OS, the consignee shall take necessary steps at the time of acceptance. For device partner machines, buyers can check the All in One PC OEM website to verify the OS by entering the PC's serial number and part code number. For entities that are not device partners and source OS from distributors' networks, they may verify the serial number through the Microsoft website or by telephone, or both. h. In case the product offered is with a DOS or Linux operating system, such verification of OS shall not be applicable. i. Buyer shall request for Windows Hardware Compatibility Certificate for window operating system to ensure the supply hardware is compatible with Windows operating system

3.	Requirement of OEM logo	Buyers are advised to note that incorporating a condition stipulating an OEM logo on the motherboard is restrictive and may not be incorporated into the bids.
4.	Warranty	a. The buyer may ensure that as soon as supplies are received, a request for a warranty certificate is made, along with logging into the OEM website/call center to verify the certificate. b. The product in GeM marketplace (Direct Purchase & L1 purchase) comes with a minimum standard warranty of one year. In case the seller has standard warranty more than one year, the same may be mentioned in the catalogue (including in the model name) and in such case higher warranty offered shall prevail/supersede the minimum one year warranty.

5.	OM related to MII, Local content and MeitY advice on Model technical specifications	Buyers are requested to refer to various OMs pertaining to DPIIT and MeitY, as issued from time to time, while making procurement and follow relevant provisions as applicable.
6.	Check points during Acceptance of Supplies	Before generating the Consignee Receipt and Acceptance Certificate (CRAC), the consignee may inspect the system condition and verify that it complies with the agreed specifications and configurations. In the case of a large number of units to be procured, then the buyer may opt for bidding and accordingly stipulate conditions regarding installation, inspection by consignees/inspection agency. Consignees who receive the supplies should be vigilant and should complete checking to ensure that there is no scope for the supply of refurbished products. At the time of receiving supplies, the consignee may adhere to the following to ensure that any discrepancies in supplies can be flagged, taken into account, and reflected while generating the CRAC: i. Packing should be checked properly ii. A warranty certificate from the OEM should be insisted upon and checked. iii. Instruction manuals and the OS installed should be checked. iv. The machine serial number should also be checked through settings and can be verified from the OEM website. The above points are for guidance, and the buyer/consignee may take steps considered suitable by them for checking at the consignee end before acceptance of systems. v. An escalation matrix for customer grievance redressal shall be insisted upon by the buyer from the seller at the time of delivery.

7.	HDD/SSD Storage Retention	Buyer may add their requirement of retention of securely store all Hard Disk Drives (HDDs) or Solid-State Drives (SSDs) used in the All in One PC under ATC clause.
For Sellers:		
1.	OEM Website Link/Part No for product verification	The OEM shall share the OEM website link with the buyer at the time of delivery. The offered model details/configuration should be available on their website. A unique device serial number shall also be provided at the time of supply, which is also mentioned on the product. The buyer/consignee shall be able to verify the complete product details, including configuration, through the shared OEM website link.
2.	Changing or altering the configuration	Seller must refrain from changing or altering the configuration of the factory pre-loaded machine. The machine should be delivered to the Consignee in its original, factory-approved configuration.
3.	Warranty	The seller shall furnish a valid warranty Certificate/Tag from the OEM to the purchaser, guaranteeing the product's coverage under the specified warranty terms. The warranty certificate should be verifiable through the OEM website/customer care center.
4.	Compliance of extended producer's responsibility	With effect from 1.4.23, as per the E-waste rules 2022, EPR registration is mandatory for manufacturing entities. Therefore, all OEMs shall hold valid EPR registration, and the registration number should be reflected in the catalog parameter. OEMs shall ensure compliance with all responsibilities as per EPR registration applicable from time to time.
5.	Mandatory / Statutory requirements as applicable	OEMs shall have to ensure compliance with the mandatory/statutory requirements as per the Government of India Notifications issued from time to time for hardware and software components, as applicable.
6.	Operating System	It shall be the responsibility of OEMs to ensure that supplies are made with genuine operating systems.

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. **Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be (Increased quantity ÷ Original quantity) × Original delivery period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. **Generic**

   Bidder 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 with bid.

3. **Scope of Supply**

   Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

4. **Warranty**

   Warranty period of the supplied products shall be as given in specifications from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

5. **Warranty**

   Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 5 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG).Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imberse the cost of such service / rectification to the Buyer.

6. **Certificates**

   Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

7. **Generic**

   Manufacturer Authorization: Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

8. **Generic**

   Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

9. **Generic**

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

10. **Generic**

    Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

11. **Generic**

    Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

12. **Generic**

    IT equipment shall be IPv6 ready from day one.

13. **Generic**

    Malicious Code Certificate:

    The seller should upload following certificate in the bid:-
    (a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-
    (i) Inhibit the desires and designed function of the equipment.
    (ii) Cause physical damage to the user or equipment during the exploitation.
    (iii) Tap information resident or transient in the equipment/network.
    (b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

14. **Generic**

    1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
    2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
    3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

15. **Generic**

    Without prejudice to Buyer’s right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:
    i) The Seller fails to comply with any material term of the Contract.
    ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
    iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
    iv) The Seller becomes bankrupt or goes into liquidation.
    v) The Seller makes a general assignment for the benefit of creditors.
    vi) A receiver is appointed for any substantial property owned by the Seller.
    vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

16. **Generic**

    While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

17. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1. Bidder must submit declaration from OEM of AIO PC regarding factory preinstalled Windows Pro Operating System.

2. The bidder must quote the product with 3 years of OEM warranty support. The technical compliance of the offered AIO PC must be submitted in OEM's letter head signed by the authorised person of OEM. Datasheet of quoted product highlighting the required technical parameters must be submitted. Public URL of the quoted AIO PC must be submitted along with the BID. Also, bidder must ensure that OEM warranty should be visible in the OEM website for the supplied AIO PC against the product Serial Number.

3. The bidder must submit Tender Specific Authorisation Letter from OEM clearly mentioning GeM Tender No. & Date and Bidder's details.

4. Queries Submission Timeline clause-

All prospective bidders are hereby instructed to submit any queries or requests for clarification related to this tender within a period of five (10) calendar days from the date of publishing of this tender document. Any queries received after the stipulated deadline will not be entertained or responded to by OIL. Queries must be submitted in writing via email to tanushree_agarwal@oilindia.in. Please ensure that the subject line of your email clearly states 'Tender Query - [Tender No. & Name].

5. Avoidance of Extension for Bid Submission clause - Bidders are earnestly advised to ensure that their bid submissions are prepared and submitted in accordance with the deadlines specified in this tender document. OIL has taken all necessary steps to establish reasonable timelines for the submission of bids to allow ample time for thorough preparation. As a matter of policy, OIL will only consider granting an extension of the bid submission due date as a onetime exception in situations deemed unavoidable. Such extensions will be granted solely at the discretion of OIL and only in response to a written request from the bidder (mail to tanushree_agarwal@oilindia.in), submitted in accordance with the procedures outlined in this tender document. It is hereby emphasized that OIL will not entertain or consider any requests for an extension of the bid submission due date, except in cases where OIL deems such extension unavoidable necessitating the extension. Bidders are therefore strongly advised to refrain from seeking an extension of the bid submission due date unless absolutely necessary due to unforeseen and unavoidable circumstances. By participating in this tender process, all bidders acknowledge and accept the terms and conditions outlined in this Avoidance of Bid Submission Due Date Extensions clause.

6. Bidders are advised to check the Buyer uploaded ATC document below and submit filled up copy along with the Bid.

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18. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document Click here to view the file.

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such

suspension period has already expired.

4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers’ controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers’ Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions]

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, 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. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---

KG BASIN PROJECT
D. NO. 11-4-7, 3RD FLOOR,
NOKALAMMA TEMPLE STREET
RAMARAOPET, KAKINADA-533004
ANDHRA PRADESH, INDIA
E-mail: kgbasin@oilindia.in

FORWARDING LETTER

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. Oil India Limited (OIL)'s Project office located at Kakinada. The Project Office of OIL at Kakinada is well connected by road, rail and air.

In connection to its operations, OIL invites **DOMESTIC COMPETITIVE BIDS** from competent and experienced bidders through GEM portal for **Supply of All-in-One Desktop Computers**. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through GeM portal. For your ready reference, a few salient points of the Tender are highlighted below.

TENDER INFORMATION SUMMARY

1	Bid Security	:	**Not Applicable.** However, the bidder must submit a **Bid Security Declaration** along with the technical bid, clearly stating and 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 tender document, they will be suspended for the period of time specified in the tender document from being eligible to submit Bids/Proposals for contracts with the Company. This is in addition to the other penal actions to be taken against such bidder as per provisions of Company's Banning Policy.
2	Performance Security	:	Applicable @ **5% of Order value** for PO value more than INR 10.00 Lakhs Validity: **The Performance Security specified above must be valid for 3 (three) months beyond the Warranty period, including extension, if any.**
3	Integrity Pact	:	Not Applicable
4	MSE Purchase Preference	:	Applicable
5	PPP-MII Purchase Preference	:	Applicable
6	Preference to domestically manufactured Iron and Steel product (DMI&SP Policy)	:	Not Applicable
7	Restrictions on procurement from a bidder of a country which shares a land border with India	:	Applicable
8	Pre - dispatch inspection	:	Not Applicable
9	Third party inspection (TPI) of BEC Docs.	:	Not Applicable
10	Scope of Supply	:	Delivery, Installation & Commissioning
11	Training	:	Not Applicable
12	Annual Maintenance Contract	:	Not Applicable

13	OIL's Tender No.	:	**GEM/2026/B/7458829 dtd. 27.04.2026**
14	OIL's PR Tender (*For internal reference*)	:	1429713 & 1429658

List of Annexures / Proformas

ANNEXURE-1	TECHNICAL SPECIFICATIONS / TECHNICAL NOTES / INSTRUCTION TO BIDDERS
ANNEXURE-2	BID EVALUATION CRITERIA (BEC)
ANNEXURE-3	GENERAL NOTES TO BIDDERS
PROFORMA-1	FORMAT FOR CERTIFICATE OF COMPLIANCE OF FINANCIAL CRITERIA - NA
PROFORMA-2	CERTIFICATE OF ANNUAL TURNOVER & NET WORTH - NA
PROFORMA-3	PARENT/ULTIMATE PARENT/ HOLDING COMPANY'S CORPORATE GUARANTEE TOWARDS FINANCIAL STANDING - NA
PROFORMA-4	FORMAT OF UNDERTAKING BY BIDDERS TOWARDS SUBMISSION OF AUTHENTIC INFORMATION/DOCUMENTS
PROFORMA-5	BID SECURITY DECLARATION
PROFORMA-6	FORM OF PERFORMANCE SECURITY (BANK GUARANTEE)
PROFORMA-7	DECLARATION THAT BIDDER IS NOT UNDER HOLIDAY LIST/ DELISTED/ BLACKLISTED/ DEBARRED
PROFORMA-8	DECLARATION ABOUT BIDDER'S FINANCIAL STANDING
PROFORMA-IP	INTEGRITY PACT - NA

ANNEXURE- I

TECHNICAL SPECIFICATIONS / TECHNICAL NOTES / INSTRUCTION TO BIDDERS

A. QUANTITY, CONSIGNEE, DELIVERY & SPECIFICATION OF THE TENDERED ITEM: ALL-IN-ONE DESKTOP COMPUTERS

- **QUANTITY, CONSIGNEE ADDRESS & DELIVERY PERIOD:**

Sl. No.	CONSIGNEE ADDRESS	QUANTITY	DELIVERY PERIOD
1	Oil India Limited, 11-4-7, 3rd Floor, Nookalamma Temple Street, Ramaraopet, Kakinada, Andhra Pradesh - 533004	24	30
2	Oil India Limited, Bay Exploration Project, IDCO Towers (3rd Floor), Janpath, Bhubaneswar - 751022	15	30

- **SPECIFICATIONS:**

Sl. No.	Specification	Bid requirement	Bidder's compliance
1	**Processor Number**	Intel Core i7-14700, Intel Core i9-13900T, Intel Core i9-13900, AMD Ryzen 7 8700G, AMD Ryzen 7 PRO 8700G, AMD Ryzen 9 PRO 7945, AMD Ryzen 9 7900X3D, AMD Ryzen 9 7950X3D, Intel Core Ultra 5-235, Intel Core Ultra 7-265, Intel Core Ultra 9 285 Or higher	
2	**Mouse Connectivity**	Wired, Wireless Or higher	
3	**Keyboard Connectivity**	Wired, Wireless Or higher	
4	**Graphics Type**	Integrated	
5	**Operating System (Factory Preloaded with Certification)**	Windows 11 Professional	
6	**Type of RAM**	DDR5 Or higher	
7	**RAM Size (GB)**	32	
8	**Type of Storage Installed with the System**	NVMe SSD	
9	**Storage Capacity (in GB)**	1024, 2048	
10	**Display Size - Diagonal (in Inches)**	58.1 - 63 (22.87" - 24.8"), 63.1 - 68 (24.84" - 26.77"), 68.1 - 73 (26.81" - 28.74")	
11	**Number of Ports**	1-HDMI, 1-DP, Universal Audio Jack, 1-RJ-45 (10/100/1000 Ethernet Port), 1-USB 3.1 Gen 2 TYPE A, 1-USB 3.1 Gen 1 TYPE A, 2-USB 3.1 Gen 2 TYPE A, 2-USB 3.1 Gen 1 TYPE A, 1-USB 3.1 Gen 1 TYPE C	
12	**Stand**	Height Adjustable	
13	**RAM Expandability up to**	64 GB or Higher	
14	**Display Resolution (in PIXELS)**	1920x1080 or Higher	
15	**Wireless Connectivity**	Wi-Fi 6 (802.11ax) or higher + Bluetooth	

		5.3 or higher	
16	**On Site OEM Warranty (Year)**	3 or Higher	
17	**Certification/Compliances**	Microsoft Windows 11 Certificate and ISO 9001,14001, 27001 for OEM	

NOTE: ABOVE ITEMS WILL BE PROCURED FROM THE SAME SOURCE.

B. NOTES / INSTRUCTIONS TO BIDDER:

Sl. No.	Clause description	Bidder's compliance
1.0	Items will be procured from the same source.	
2.0	**DELIVERY TERMS:** Delivery is to be completed as below: Delivery at OIL, Kakinada: 24 Nos. within **30 days** from PO date Delivery at OIL, Bhubaneswar: 15 Nos. within **30 days** from PO date Bidder should categorically confirm in the technical bid the above delivery schedule of the items.	
3.0	**SCOPE OF SUPPLY:** Delivery, Installation & Commissioning	
4.0	Bidders are required to quote an all-inclusive FOR Destination value including all cost towards pre-dispatch inspection of items (wherever applicable), loading, freight up to destination, unloading, insurance, GST etc.	
5.0	**PAYMENT TERMS**: Payments shall be made to the Seller within 21 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC).	
6.0	**Bidder is required to mandatorily submit duly filled Annexures-I, II & III and the Proformas (as applicable)**, along with the bids. Failure to submit the completely filled checklist will render the bid liable for rejection.	
7.0	**Queries Submission Timeline**: Bidders are advised to submit any queries related to the tender within **10 days** from the date of publishing of the tender and that OIL will not be liable to respond to any queries received after the stipulated deadline.	
8.0	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 Bid Documents through issuance of an Addendum(s) / Corrigendum(s) / Amendment(s) and such Addendum(s)/ Corrigendum(s)/Amendment(s) will be published in the tender portal and hosted on OIL website only. No separate intimation shall be sent to the Bidders. Prospective bidders are requested to visit website regularly to keep themselves updated. Bidders are expected to take the Addendum(s)/Corrigendum(s)/ Amendment(s) into account in preparation and submission of their bid.	

******END OF ANNEXURE-I******

ANNEXURE-II

BID EVALUATION CRITERIA (BEC)

The bids shall conform to the specifications, terms and conditions given in the tender. Bids shall be rejected in case the item(s) offered do not conform to technical specifications and to the respective international / national standards wherever stipulated. Notwithstanding the general conformity of the bids to the stipulated specifications, and terms & 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. All the documents related to BEC / BRC must be submitted along with the technical bid.

The following clauses will be applicable against the tender failing which offer will be rejected.

BID EVALUATION CRITERIA (TO BE FILLED IN BY BIDDER DULY SIGNED)			
BID REJECTION CRITERIA			
Clause Number	**DESCRIPTION**	**BIDDER'S RESPONSE (Complied / Not Complied /Deviation/ Not Applicable)**	**TO BE FILLED BY THE BIDDER** **Relevant Location of their Bid to support the remarks / compliance** **(Reference of Document name / Serial number / Page number of bid for documentary evidence)**
A.1	**BEC – TECHNICAL (Experience Criteria):** As per GeM NIT		
A.2	**BEC – FINANCIAL (Turnover Criteria):** As per GeM NIT		
A.3	**BEC - COMMERCIAL:**		
1.0	Bids are invited under **COMPOSITE BID (Single Packet) SYSTEM**. Bidders should upload Techno-Commercial Bid (Unpriced Bid) and Priced Bid at the designated fields assigned in GeM Portal. The "Unpriced Bid" shall contain all techno-commercial details except the prices/costs.		
2.0	The prices / rates offered against the tender must remain firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price condition shall be treated as nonresponsive and rejected. No discount whatsoever should be quoted separately. Rates / prices quoted must be net of all discount.		
3.0	Bids received in physical form shall be rejected (*except the documents specifically called for in hard copies, if any*). Also, modifications to bids received after the bid closing date & time shall not be entertained.		

4.0	Bids containing incorrect / false / misleading statement(s) shall be rejected.		
5.0	Bidder must submit an Undertaking in regard to furnishing of fraudulent documents / misconduct, as per **PROFORMA-4** along with their offer, failing which their offer shall be liable for rejection.		
6.0	**Bid Security Declaration (PROFORMA-5)** must be submitted along with the techno-commercial bid, clearly stating and accepting that if the bidder withdraws or modifies their Bid 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 tender document, they will be suspended for the period of time specified in the tender document from being eligible to submit Bids/Proposals for contracts with the Company. This is in addition to the other penal actions to be taken against such bidder as per provisions of Company's Banning Policy.		
7.0	Integrity Pact: Buyer organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed Integrity Pact as per Buyer Organization's Policy along with bid (**PROFORMA-IP**) – **NOT APPLICABLE**	NA	NA
8.0	**Performance Security**: Successful bidder shall be required to furnish a Performance Security equivalent to **FIVE (5%) percen**t of total evaluated value of Order **within 30 days of receipt of LOI** / notification of award. **The Performance Security specified above must be valid for 3 (three) months beyond the Warranty period, including extension, if any**. Non-submission of Performance Security as above by the successful Bidder shall lead to cancellation / termination of award including forfeiture of their Bid Security, besides other penal actions as per OIL's Banning Policy. Bidders should undertake in their bids to submit Performance Security as stated above.		
9.0	**Validity of the bid shall be minimum 90 days** from the date of actual Bid Closing Date. Bids with lesser validity shall be straightway rejected.		
10.0	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) In case the party refuses to sign Integrity Pact – Not applicable for this tender. c) Bid Security Declaration / Original Bid Security not received within the stipulated date & time mentioned in the Tender.		

	d) 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 – Not applicable for this tender.		
11.0	Bidders shall accept and comply with the following clauses as given in the Bid Document, failing which bid shall be liable for rejection: i) Liquidated Damages ii) Warranty/Guarantee of material iii) Arbitration / Resolution of Dispute iv) Force Majeure v) Applicable Laws		
12.0	The bidder shall submit an undertaking/ declaration as per **Proforma-7** confirming that they have read and understood OIL's Banning Policy and that, neither they nor any of their allied concerns or partners or associates or directors, or proprietors involved in any capacity, are currently on OIL's Holiday/Banning List. Further, the bidder shall confirm that neither they nor any of their aforementioned entities have, during the last three years, been involved in any transgression with any company conforming to the Transparency International (TI) approach or with any Public Sector Enterprise of India that could justify exclusion from the tender process. The bidder shall also disclose details of all such allied entities, if any, as required under the Banning Policy.		
13.0	Bidders should not be under liquidation / bankruptcy / undergoing any insolvency resolution process as on Bid Closing date. Bidders shall submit undertaking towards compliance of above as per the prescribed format (**PROFORMA-8**) along with the bid.		
A.4	**BEC - PRICE**		
1.0	The bids conforming to the specifications, terms and conditions stipulated in the enquiry and considered to be responsive after subjecting to the Terms & Conditions and Bid Evaluation Criteria mentioned herein, GeM's GTC and ATC provided against this tender will be considered for further evaluation.		
2.0	The bidders must enter an all-inclusive price Total FOR Destination value for the item(s) against the offered price field while creating their response against the tender in GeM portal based on which the price evaluation shall be done. Note: There should not be any indication of price in the technical bid what-so-ever; otherwise, the bid shall be rejected straightway		
3.0	If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total		

	price shall be corrected.		
4.0	In case of multiple L1 bidders, the winner will be decided as per GeM portal's system of random selection.		

ANNEXURE – III

GENERAL NOTES TO BIDDERS

SL No.	Bid Requirement	Bidder's Response (Complied/Not Complied. Reference to any document attached along with the bid)
1.0	Bidders shall submit their offer mentioning pointwise compliance / non-compliance to all the terms & conditions, BEC/BRC, Specifications etc. Any deviation(s) from the tender terms & conditions, BEC/BRC, Specifications etc. should be clearly highlighted specifying justification in support of deviation.	
2.0	Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidder's risk and may result in the rejection of its offer without seeking any clarifications.	
3.0	Bidder, while quoting against this tender, must take cognizance of all concessions permissible under the statutes including the benefit under GST legislations, failing which they will have to bear extra cost where bidder does not avail exemptions / concessional rate of GST. OIL will not take responsibility towards this. However, wherever required and applicable, OIL shall provide the necessary documents as required under the notification (s) for the bidders to obtain such concessions. Bidders must also consider benefits of input tax credit under the GST legislations, as amended from time to time on Input goods/Capital goods / Input Services, while quoting the prices. ~~The domestic supply of goods against this tender would attract 12% GST (i.e., IGST or CGST & SGST/UTSGT) on submission of EC in terms of GST Notification No. 3/2017-Integrated Tax (Rates) Dated 28.06.2017 and amended vide Notification No. 16/2019 Dated 30.09.2019 and 08/2022-Integrated Tax (Rate) dated 13.07.2022. Successful bidder shall arrange to provide all necessary documents (invoice etc.) to OIL for applying Essentiality Certificate at least 45 days prior to stipulated Delivery date. Further, Successful bidder shall affect dispatch only on receipt of relevant certificates/ shipment clearance from OIL, failing which all related liabilities shall be to Supplier's account.~~ ~~Bidder(s) must note that above concessional GST shall be applicable only against supply of goods. GST against other services including installation /commissioning, if any, involved in the tender shall be as per HSN/SAC.~~	
4.0	**ANTI-DUMPING DUTY:** a) The Anti-Dumping Duty, if any, shall be applicable as per the latest Govt. guideline and will be payable by the bidder. Bidders are requested to note the same and quote accordingly. b) Anti-Dumping Duty shall be borne by the bidder as mentioned above. A categorical confirmation in this regard is required from the bidders along with their offer, otherwise their offer will not be considered for further evaluation. c) **All bidders must categorically mention the country of origin of the products offered by them in their offers. In the event categorical mention of country of origin of their offered products is not made in their offer, the offer will be summarily rejected**.	NA

	d) Bidders should note that OIL will not be liable to reimburse any amount on account of Anti-Dumping duty for the materials imported by them for execution of the contract and any Anti-Dumping Duty payable against import shall be to their account. Bidders are required to categorically confirm acceptance of the same in their Technical bids failing which offers will be liable for rejection.	
5.0	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-SCIST, 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.	
6.0	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) **[amended vide office memorandum No. F.7/10/2021-PPD(1) dated 23.02.2023]** has proclaimed the insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 w.e.f. 23rd July, 2020 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 office memorandum and submit their offers accordingly, wherever applicable.	
7.0	~~Policy for providing preference to domestically manufactured Iron and Steel products (DMI&SP) in Govt. procurement, notified vide Gazette of India No 324 dated 29.05.2019 (including amendments) read with clarifications, if any issued by Ministry of Steel on the policy shall be applicable for this tender. Bidders are required to confirm acceptance to the conditions of this policy. Bidders who comply with all the provisions specified in Government Gazette Notification No. 324 dated 29.05.2019 and any amendments thereafter and submit all the undertakings and documents applicable under revised policy shall only be accepted~~.	
8.0	Bidders to note that Ministry of Petroleum & Natural Gas, Government of India implemented MII Policy to provide Purchase Preference (linked with local content) by notification no. Ref. FP-20013/2/2017-FP-PNG dated 17.11.2020 and FP-20013/2/2017-FP-PNG-Part(4)(E-41432) dated 26.04.2022 and amendments issued from time to time. Bidders are requested to go through the policy and take note of the following while submitting their offer.	

As per the policy, the bidder must be incorporated in India and must minimum 20% local content (LC) for the offered items to be eligible to bid against this tender.

1. Certification and Verification

   Class I/Class II Local suppliers are eligible to bid only if they meet the local content norms, therefore whether or not they want to avail MII benefit, it will still be mandatory for them to give adequate documentation as follows to establish their status as class-I or class-II local supplier:

   (i) At bidding stage:

   a) Price Break-up:
   - The bidder shall provide the percentage of local content in the bid.

   b)
   - The bidder shall submit an undertaking from the authorised signatory of bidder having the power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
   - In cases of procurement for a value in excess of Rs 10 crores, the undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.

   (ii) After Contract Award

   - The bidder shall submit an undertaking from the authorised signatory of bidder having the power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
   - In cases of procurement for a value in excess of Rs 10 crores, the undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.

2. Each supplier shall provide the necessary local-content documentation to the statutory auditor, which shall review and determine that local content requirements have been met, and issue a local content certificate to that effect on behalf of procuring company, stating the percentage of local content in the good or service measured. The Auditor shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.

3. The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total

	work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages. 4. The Procuring Company shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.	
8.1	Percentage of Local Content (to be mentioned by the bidder)	
8.2	<u>Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.:</u> Contract shall be awarded for the entire scope of work under this tender subject to concurrent application of Public Procurement Policy for MSE Order 2012 and PP(MII) Order 2017 as per Order No. F.1/4/2021-PPD dated 18.05.2023 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Govt. of India and any subsequent amendment thereto.	
9.0	**BID SECURITY (EMD):** A. The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause (L) hereunder. B. All the bids must be accompanied by Bid Security in Original for the amount as mentioned in the tender document or an equivalent amount in other freely convertible currency and shall be in NEFT / RTGS / Electronic Fund Transfer to designated account of OIL / ~~Online Payment through OIL's e-portal~~ / prescribed Bank Guarantee format of GeM / OIL's prescribed format as Bank Guarantee enclosed with the tender vide **PROFORMA-…** or ~~online payment through OIL's e-portal~~ or an irrevocable Letter of Credit (L/C) from any of the following Banks: o Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder, or o ~~In case of foreign bidder, the bank guarantee can be accepted from any scheduled bank in India or from International Bank who has its branch in India registered with Reserve Bank of India, or~~ o Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India. o Bank Guarantee issued by a Scheduled Bank on India at the request of some other Non-Schedule Bank of India shall not be acceptable. C. Bank Guarantee with any condition other than those mentioned in OIL's prescribed format shall not be accepted. D. The Bank Guarantee issued by a Bank amongst others shall contain the	NA

	complete address of the Bank including Phone Nos., Fax Nos., e-mail address and Branch Code. E. 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. F. The Bank Guarantee should be enforceable at all branches of the issuing Bank within India and preferably at Kakinada, Andhra Pradesh, the place of issuance of tender. G. Any Bid not secured in accordance with sub-clause 10.2 above shall be rejected by the Company as non-responsive. Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable. H. The Bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the Bidder's cost. I. Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of tender. J. Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the Performance Security and signing of the contract/acceptance of order. Successful Bidder will however ensure validity of the Bid Security till such time. K. The Bid Security may be forfeited, if: L. The Bank Guarantee / LC shall be valid for the time as asked for in the Bid Document. Bank Guarantees issued by Banks in India should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker. o The Bidder withdraws the Bid within its original / extended validity. o The Bidder modifies / revise their Bid Suo-moto. o Bidder does not accept the order / contract. o Bidder does not furnish Performance Security Deposit within the stipulated time as per tender / order / contract. o If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the Bid security shall be forfeited after due process in addition to other action against the Bidder. M. In case any Bidder withdraws their Bid during the period of Bid validity, Bid Security will be forfeited and the party shall be put in the Holiday List as per Company's Banning Policy (available in OIL website). N. **The scanned copy of the original Bid Security in the form of either Bank Guarantee or LC must be uploaded by Bidder along with the Technical Bid in the "Technical Attachment" of OIL's e-portal. The Original Bid Security shall be submitted manually in sealed envelope superscribed with tender no., tendered item detail and due date to** the office of Chief General Manager (KGB & MBP), OIL INDIA LIMITED, KG Basin Project Office at D. No. 11-4-7 Nookalamma Temple Road, Ramarao Peta, Kakinada, Andhra Pradesh-533004, India in a sealed envelope which must reach the office on or before 12.45 Hrs (IST) of the Bid Closing date. The envelope must be super-scribed with "Bid Security", IFB No., Description of Services & Bid Closing Date. O. A Bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender. P. Exemption from Submission of Bid Security: As per GeM GTC	

	Note: EMD (Bid Security) BG is to submitted in favour of the following: **CGM (KGB & MBP),** **Oil India Ltd., D. No. 11-4- 7, Nookalamma Temple Road, Ramarao Peta, Kakinada, Andhra Pradesh-533004, India.** **Bank Details:** **Bank Name: STATE BANK OF INDIA, Name of the A/c Holder:- OIL INDIA LIMITED, A/c No:- 31991231042, IFSC Code:- SBIN0004248, BRANCH NAME:-SME BRANCH, KAKINADA**	
10.0	**PERFORMANCE SECURITY**: The successful bidder shall furnish to Company the Performance Security in the format prescribed in GeM or OIL (**PROFORMA-6**) **within 30 days of receipt of the formal purchase order** by the successful bidder failing which OIL reserves the right to cancel the order. The amount of Performance Security and the date of expiry of the Performance Security shall be as indicated in the Tender/Purchase Order. The Performance Security shall be denominated in Rupees. The Performance Security specified above must be valid for 3 (three) months beyond the Warranty period indicated in the Purchase Order / contract agreement. The Performance Security will be discharged by Company not later than 30 days following its expiry after completion of obligations under the order / contract. In the event of any extension of the Warranty period of the Purchase Order / Contract, Bank Guarantee should be extended by the Seller / Contractor by the equivalent period at Seller / Contractor's expense. The Performance Security shall be payable to Company as compensation for any loss resulting from Supplier's / Contractor's failure to fulfil its obligations under the order / Contract. The Performance Security will 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. 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 and Branch Code. Failure of the successful Bidder to comply with the requirements of this clause shall constitute sufficient grounds for annulment of the award and forfeiture of the Performance Security. In such an eventuality, the party shall also be considered debarment as per prevailing Banning Policy of OIL. In the event of Seller's / Bidder's failure to discharge their obligations under the order / Contract, the Performance Security shall be encased and the proceeds thereof shall be forfeited without any further reference to the Seller / Bidder. 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 LOI	

Note to 9.0 & 10.0:

Oil India Ltd. has now adopted Electronic Bank Guarantee (e-BG) for Bid Security and 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 Bid Security in the form of Electronic Bank Guarantee (e-BG) is also acceptable:

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

Other banks to be included as and when notified by NeSL from time to time.

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	chunduri.ramkumar@oilindia.in
5	Mobile No	+91-9444490690
6	Local Address	Kakinada, Andhra Pradesh-533003
7	Registered Address	Duliajan, Dibrugarh, Assam-786602

SL No.	Bid Requirement	Bidder's Response (Complied/Not Complied. Reference to any document attached along with the bid)
11.0	**Bill submission:** After placement of order/contract and its execution, Bidder will upload all their bills/invoices in OIL's Vendor Invoice Management (VIM) Portal for processing of payment. This is in addition to submission of bills through GeM portal or any other mode. The link to OIL's VIM portal is provided below: https://vim.oilindia.in/velocious-portal-app/ If the successful bidder is not a registered user, kindly register to the portal for obtaining User ID & Password in advance.	
12.0	**TAXES & LEVIES:** All taxes, stamp duties and other levies for the services including installation / commissioning, Training etc. shall be to the Bidder / Seller's account. Income Tax and GST (TDS) on the value of the Services rendered by the Bidder / Seller in connection with installation / commissioning, training etc. shall be deducted at source from the invoices at the appropriate rate under the I.T., GST Acts & Rules thereon from time to time. Further, 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 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.	

13.0	APPLICABILITY OF BANNING POLICY OF OIL INDIA LIMITED: **Revised Banning Policy dated 17th March, 2023** as uploaded in OIL's website 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. Bidder(s) must submit an undertaking as per **Proforma – 5** regarding status of blacklisting / holiday listing	
14.0	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.	
16.0	The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide **PROFORMA-IP** of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid. 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. Shri Ram Phal Pawar, IPS (Retd.), Former Director, NCRB, MHA~~ ~~E-mail: rpawar61@hotmail.com ; ramphal.pawar@ips.gov.in~~ B. Dr. Tejendra Mohan Bhasin, Former Vigilance Commissioner, CVC E-mail: tmbhasin@gmail.com C. Shri Ajit Mohan Sharan, IAS (Retd.), Former Secretary, Ministry of Ayush, Govt. of India, E-mail: ams057@gmail.com In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organisation may take further action as per the terms and conditions of the contract. The	NA

	fees/expenses on dispute resolution shall be equally shared by both the parties.	
17.0	All the Goods or Services in the GeM shall be offered on Free Delivery at Site basis including freight, insurance, loading and unloading.	
18.0	The vendor/bidder/supplier/service provider has to make his own arrangements for transportation, accommodation and any other expenses of its personnel when visiting OIL's office/premises/site within the scope of the solution. All expenses of vendor's/bidder's/supplier's/service provider's personnel during execution of the job/contract/order/scope of work shall be to vendor's account.	
19.0	• Bid validity: As per tender • Bid security declaration submission: Complied as per tender • PBG: Will be submitted as per tender within 30 days from placement of order in case of award. • Delivery period: As per tender • Payment terms: As per tender • Exception / Deviation : Nil • Warranty: As per tender • Packing, forwarding: Included as required in the tender. • Transportation & transit insurance upto destination: Included as required in the tender. • Loading & unloading at site: Included as required in the tender. • GST/Taxes: Inclusive in quoted cost. • GeM General Terms & Conditions: Acceptable Bidder must confirm compliance as mentioned above in toto. Exception/Deviation to above terms & conditions are not acceptable.	
20.0	The tendered item(s) will be procured from same source. The tendered item(s) is/are not divisible. Splitting of items/quantity/purchase order is not permitted against the tender. Bidder(s) shall submit their offer for all the items and complete scope of work as per the tender. Offer(s) not complying to above shall be rejected straightaway.	
21.0	**<u>NUMBER OF DESPATCHES</u>**: Unless otherwise mentioned, the total quantity for a particular consignee and / or for a specified delivery schedule shall be supplied / delivered in 01 (One) Lot. OIL reserves the right for non-acceptance of delivery of part quantity and shall have no liability for any loss to the supplier in case of such rejection of part delivery.	
22.0	**<u>DELIVERY TIMING</u>**: Suppliers will be given necessary permission to enter into the Industrial Area or Company's other operating areas to deliver the material as per timings given below- **Monday to Friday:** (i) Slot-1: 09.00 AM to 01.00 PM (ii) Slot-2: 02.00 PM to 05.00 PM **Note**: No delivery shall be made on Saturday / Sunday / National Holidays	
23.0	**<u>PACKING:</u>** Packing of goods must be sufficiently robust to withstand multiple handling during transit for delivery to their final destination so that contents do not get damaged. Protection of the plant and equipment against corrosion or deterioration must be given special attention.	

24.0	**<u>FINANCING OF TRADE RECEIVABLES OF MICRO AND SMALL ENTERPRISES (MSES) THROUGH TRADE RECEIVABLES DISCOUNTING SYSTEM (TREDS) PLATFORM.</u>** 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. Note: (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).	

25.0	**SAFETY PRACTICES: -** (i) The successful bidder shall abide by all safety and security rules and regulations existing in the OIL's Installations. The successful bidder shall observe the safety measures required to be undertaken for safety of persons, labour, public and properties at work site/ plant premises/ residential premises/ public places etc. The successful bidder shall be required to take work permit from respective shift in charges for each day and each shift for all kind of jobs. There can be instances of not getting permits, withdrawing of permits already issued at any stage of work due some operational safety and security reasons. For any stoppage of work for such reasons no claim whatsoever will not be considered. (ii) Stand by firefighting equipment will be deployed at the work site by OIL. However, at least two of the successful bidder's personnel deployed for the work must be capable of handling the firefighting equipment at the time of emergency and the persons will have to be present at the work site throughout the working time. If required the successful bidder's nominated persons will be imparted training on handling such equipment by OIL's Fire Service department. (iii) Any compensation arising out of the job carried out by the successful bidder whether related to pollution, Safety or Health will be paid by the successful bidder only. (iv) Any compensation arising due to accident of the successful bidder's personnel while carrying out the job, will be payable by the successful bidder. (v) The successful bidder shall have to report all incidents including near miss to Installation Manager/ departmental representative of the concerned department of OIL. (vi) In case the successful bidder is found non-compliant of HSE laws as required, the company will have the right for directing the successful bidder to take action to comply with the requirements, and for further non-compliance, the successful bidder will be penalized as per prevailing relevant Acts/ Rules/ Regulations. (vii) When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE measures, Company will have the right to direct the successful bidder to cease work until the non-compliance is corrected. (viii) All safety gears like safety boots, helmets, safety belts, hand gloves, safety goggles, gas masks etc. required for carrying the job in a safe manner shall be arranged by the successful bidder. In case the successful bidder fails to provide the safety gears, the same will be provided by OIL and the cost of such safety items will be deducted from the successful bidder's bills. (ix) CLEARANCE OF SITE: - As a part of the job, the successful bidder shall completely remove all the temporary/ disposable materials if needed while execution of work or after completion of work at his own cost and dispose off the same as directed by Engineer-in-Charge. (x) The successful bidder shall maintain first aid facilities for its employees. All critical industrial injuries shall be reported promptly to EMPLOYER, and a copy of the successful bidder's report covering each personal injury requiring the attention of a physician shall be furnished to the EMPLOYER. (xi) The successful bidder shall observe and abide by all fire and safety regulations of the EMPLOYER. Before starting construction work, the successful bidder shall consult with Employer's safety Engineers and must make good to the satisfaction of the EMPLOYER any loss or damage due to fire to any portion of the work done or to be done under this job or to any of the Employer's existing property.	

26.0	**JURISDCTION / APPLICABLE LAWS:** The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the sole and exclusive jurisdiction of Courts situated in the State of Andhra Pradesh and Principal Bench of Andhra Pradesh High Court at Nelapadu. This Agreement including all matter connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of Courts, mentioned hereinabove. Foreign companies, operating in India or entering into Joint ventures in India, shall also be governed by the laws of India and shall be subject to sole and exclusive jurisdiction of above Courts.	
27.0	**ASSIGNMENT**: The Bidder / Seller shall not transfer, assign or sublet the consequent Contract or any part thereof without the prior consent in writing from OIL. Any permitted transfer / assignment or subletting shall not relieve the Bidder / Seller of any of their obligations which might have arisen before such permission was given.	
28.0	**FORCE MAJEURE:** In the event of either of the parties being rendered unable, wholly or in part by force majeure to carry out its obligations under the agreement when entered into, it is agreed that on such party giving notice and full particulars of such force majeure in writing or by telegram / telex / fax to other party as soon as possible (within maximum one week), after the occurrence of the cause relied on then the obligations of the party giving such notice with proper documentary evidence so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused but for no longer period, and such cause as far as possible be remedied with all reasonable effort. The term “Force Majeure" as used herein shall mean ‘Acts of God’ including Landslides, Lightning, Earthquake, Fires, Storms, Floods, declared Wars, Blockades, insurrection, riots, Government regulations etc., which are not within the control of the party claiming suspension of its obligations within the meaning of the above Clause and which renders performance of the contract by the said party completely impossible.	
29.0	**SET-OFF:** 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 a 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).	

30.0 **SETTLEMENT OF DISPUTES:**

A) Arbitration (Applicable for suppliers/contractors other than PSU and MSME):

A.1) Except as otherwise provided elsewhere in the Contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the Contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

A.2) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days' notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.

A.3) It is agreed and undertaken by the Parties that irrespective of country of origin of the Contractor, the arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and under no circumstances, the proceedings shall be construed as International Arbitration.

A.4) The number of arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Up to Rs. 25.00 Lakh	Not applicable	Not applicable
Above Rs. 25.00 Lakh Up to Rs. 25 Crore	Sole Arbitrator	OIL
Above Rs. 25 Crore	3 Arbitrators	One Arbitrator by each party and the 3rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

A.5) The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.

A.6) If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.

A.7) Parties agree and undertake that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

A.8) The arbitral tribunal shall complete the proceedings, make and publish the award within time stipulated in the Arbitration and Conciliation Act, 1996 (as amended).

A.9) If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:

(i) 20% of the fees if the claimant has not submitted statement of claim.
(ii) 40% of the fees if the pleadings are complete.
(iii) 60% of the fees if the hearing has commenced.
(iv) 80% of the fees if the hearing is concluded but the award is yet to be passed.

A.10) Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel / stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties. In case of sole arbitrator, both parties shall equally share all expenditures that may be required to be incurred.

A.11) The fees and other administrative / secretarial expenses of the arbitrator(s) shall not exceed the model fee as stipulated in Schedule of the Act and such expenses shall be equally borne by the parties.

A.12) The Place / Seat of Arbitration shall be Guwahati or the place where the Contract is executed. The venue of the arbitration shall be decided by the Arbitrator(s) in discussion with the parties. The cost of arbitration sittings shall be equally borne by the parties.

	A.13) The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties. A.14) Subject to aforesaid provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause. **B) Arbitration (applicable in case of Contract awarded on Public Sector Enterprise):** B.1) In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial Contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes - concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 05/003/2019- FTS-10937 dated 14.12.2022 and the decision of AMRCD on the said dispute will be binding on both the parties. B.2) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause and refer the dispute(s) to AMRCD with a copy to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. B.3) Upon such reference, the dispute shall be decided by the Competent Authority appointed under the AMRCD, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator. **C) Arbitration (Applicable to Micro, Small and Medium Enterprise):** In the event of any dispute or difference relating to, arising from or connected with the Contract, efforts shall be made to resolve the dispute(s) amicably by mutual consultation and in case such dispute(s) cannot be resolved through mutual consultation, then same shall be resolved through the procedure as prescribed in Section-18 of the Micro, Small and Medium Enterprises Development Act, 2006. **D) Resolution of disputes through conciliation by OEC:** (Not Applicable in cases where value of dispute is less than Rs. 25 Lakhs and more than 2 Crore) If any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the Contract or breach thereof which parties are unable to settle mutually, Company at its discretion, on its own or on the request of the Contractor, may refer the dispute to Outside Expert Committee ("OEC") to be constituted by Corporate Business Committee (CBC), OIL as provided hereunder:	

a) The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.

b) OIL shall nominate three outside experts, one each from Financial/commercial, Technical and Legal fields from the Panel of Outside Experts maintained by OIL who shall together be referred to as OEC (Outside Experts Committee).

c) Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding

d) The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof. Notwithstanding above, the proceedings shall be summary in nature and Parties agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the OEC proceedings.

e) OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept the same. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.

f) Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or through circulation. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.

g) OIL will share all other guidelines regarding reconciliation through OEC with the Contractor when it resorts to settlement through OEC. Both parties agree to adhere to these guidelines.

h) All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.

i) The OEC proceedings must be completed within a period of 03 (three) months from the date of constitution of the OEC with a provision of extension of one months, subject to mutual agreement. The Place of OEC shall be either at New Delhi or Kakinada.

	j) If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the Contract. k) The parties shall be represented by their in-house employees / executives. No party shall bring any advocate or outside consultant / advisor / agent. Ex-officers of OIL who have handled the matter in any capacity directly or indirectly shall not be allowed to attend and present the case before OEC on behalf of Contractor. However, ex-employees of parties may represent their respective organizations. l) Solicitation or any attempt to bring influence of any kind on either OEC Members or OIL is completely prohibited in conciliation proceedings and OIL reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the Contractor or its representatives. **E) Exclusions:** Parties agree that following matters shall not be referred to conciliation or arbitration: i. Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to initiate any proceedings for suspension or debarment or banning, or decision to suspend or to ban or to debar business dealings with the bidder / Contractor and /or with any other person involved or connected or dealing with bid / Contract / bidder / Contractor. ii. Any claim, difference or dispute relating to, connected with or arising out of OIL's decision under the provisions of Integrity Pact executed between OIL and the Bidder/Contractor. iii. Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to comply with any order or directive of any statutory or government authority. iv. Any claim which is less than Rs. 25 Lakh	
31.0	The terms & conditions in this document must be read in conjunction with the GeM General Terms & Conditions (GTC). In the event of any conflict between the GeM GTC with those mentioned in this document, the terms mentioned herein will prevail.	

NOTE: Bidders should submit their bids (preferably in tabular form) explicitly mentioning compliance / non-compliance to all the terms and conditions of the NIT. BID MUST BE SUPPORTED BY LITERATURE OR CLEARLY STATED ALONG WITH CATALOGUE / LITERATURE OF THE PRODUCT FOR EVALUATION OF THE BID.

***** END OF ANNEXURE ******

<u>PROFORMA-4</u>

Format of undertaking by Bidders towards submission of authentic information/documents
(To be typed on the letter head of the bidder)

Ref. No. _____________Date ___________

Sub: Undertaking of authenticity of information / documents submitted

GeM Bid No.:

To,
M/s. Oil India Limited
…………………………,
…………………………..

Sir,

With reference to our quotation against your above-referred tender, we hereby undertake that no fraudulent information/documents have been submitted by us.

We take full responsibility for the submission of authentic information/documents against the above cited bid.

We also agree that, during any stage of the tender/contract agreement, in case any of the information/documents submitted by us are found to be false/forged/ fraudulent, OIL has right to reject our bid at any stage including forfeiture of our EMD and/or PBG and/or cancel the award of contract and/or carry out any other penal action on us, as deemed fit.

Yours faithfully,

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

PROFORMA- 5
BID SECURITY DECLARATION

Ref. No. _____________ Date _____________

Sub: Bid Security Declaration

GeM Bid No.:

To,

M/s. Oil India Limited
…………………………,
…………………………..

Sir,

Reference the subject tender, we undertake and accept that if we withdraw or modify our Bid during the period of validity, or if we are awarded the contract / PO and we fail to sign the contract or provide acceptance of PO, or to submit a performance security before the deadline defined in the tender document, we will be suspended for the period of time specified in the tender document from being eligible to submit Bids/Proposals for contracts with the Company. This is in addition to the other penal actions to be taken against us as per provisions of Company's Banning Policy.

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

PROFORMA- 6

FORM OF PERFORMANCE SECURITY (BANK GUARANTEE)

To:
M/s. Oil India Limited
…………………………,
…………………………..

WHEREAS _______________________________________ (Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of Contract 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 (Name of Bank) ……………… of (Name of country).......................having our registered office at .... (hereinafter called "the Bank") 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 argument, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

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

This guarantee is valid until the ------------day of ----------------

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

A. Issuing Bank:
BANK FAX NO:
BANK EMAIL ID:
BANK 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 is restricted up to Rs………..

b) This guarantee shall be valid till …………

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

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

SIGNATURE AND SEAL OF THE GUARANTORS ______________________
Designation: _____________________________________
Name of Bank: ___________________________________
Address: ____
Witness: ____
Address: ____
____
Date: _______________
Place: _______________

PROFORMA- 7

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

TO,
M/s. Oil India Limited
…………………………,
…………………………..

TENDER NO. _____________

Tender Description: _________________________________

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

Ref: Tender No. __________________

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

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

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

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

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

Place: ______________________________ ____

Date: _______ (Name & Signature of the authorized signatory of the bidder)

PROFORMA-8
DECLARATION ABOUT BIDDER'S FINANCIAL STANDING

We, ___________ (name of bidder), hereby confirm that:

(1) We are neither bankrupt nor undergoing any insolvency resolution process or liquidation or bankruptcy proceeding under any law.

(OR)

(2) No insolvency resolution process or liquidation or bankruptcy proceeding is initiated under any law against us.

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.

Place: _________
Date: _________

(Name & Signature of the authorised signatory of the bidder)