

Bid Document

Bid Details	
Bid End Date/Time	14-12-2022 14:00:00
Bid Opening Date/Time	14-12-2022 14:30:00
Bid Offer Validity (From End Date)	70 (Days)
Ministry/State Name	Ministry Of Petroleum And Natural Gas
Department Name	Oil India Limited
Organisation Name	Oil India Limited
Office Name	Oil India Limited
Total Quantity	1
Item Category	Workstation (Q2)
Years of Past Experience Required for same/similar service	3 Year (s)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Experience Criteria,Past Performance,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
Past Performance	50 %
Bid to RA enabled	No
Time allowed for Technical Clarifications during technical evaluation	3 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Estimated Bid Value	1240300
Payment Timelines	Payments shall be made to the Seller within 30 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)
Evaluation Method	Total value wise evaluation

EMD Detail

Required	No
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ePBG Detail

Advisory Bank	AXIS BANK LTD
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	62

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

M (C&P)

Oil India Limited, 2A District Shopping Center, NH62, Saraswati Nagar, Jodhpur, Rajasthan 342005

amar_singh[at]oilindia.in

(Amar Deep Singh)

Splitting

Bid splitting not applied.

MII Purchase Preference

MII Purchase Preference	No
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Details of the Competent Authority for MII

Name of Competent Authority	This is as per standard policy of OIL.
Designation of Competent Authority	This is as per standard policy of OIL.
Office / Department / Division of Competent Authority	This is as per standard policy of OIL.
CA Approval Number	This is as per standard policy of OIL.
Competent Authority Approval Date	23-11-2022
Brief Description of the Approval Granted by Competent Authority	MoPNG as separate policy PP-LC policy which is applicable for all the tenders valuing more than INR 1 Cr.

Competent Authority Approval for not opting Make In India Preference : [View Document](#)

MSE Purchase Preference

MSE Purchase Preference	Yes
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1. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts 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.

2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. 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. 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 Seller shall be given opportunity to match L-1 price and contract will be awarded for 100%(selected by Buyer) percentage of total QUANTITY.

3. 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.

4. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 50% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

Workstation (1 pieces)

Brand Type	Registered Brand
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Technical Specifications

[* As per GeM Category Specification](#)

Specification	Specification Name	Bid Requirement (Allowed Values)
Processor	Processor Make	Intel
	Processor Generation	NA, 10, 11, 12 Or higher
	Number of Cores per Processor	20, 22, 24, 26, 28, 30, 32, 64 Or higher
	Processor Base Frequency (GHz)	3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 4, 4.1, 4.2, 4.3, 5.2 Or higher
	Processor Description	Intel Xeon Gold Series, Intel Xeon Platinum Series Or higher
	Processor Number	Intel Xeon Platinum 8168, Intel Xeon Platinum 8176, Intel Xeon Platinum 8180, Intel Xeon Gold 6252, Intel Xeon Platinum 8260L, Intel Xeon Platinum 8268, Intel Xeon Platinum 8270, Intel Xeon Platinum 8276, Intel Xeon Platinum 8276L, Intel Xeon Platinum 8276M, Intel Xeon Platinum 8280, Intel Xeon Platinum 8280L, Intel Xeon Platinum 8280M, Intel Xeon Platinum 8260Y, Intel Xeon Gold 6242R, Intel Xeon Gold 5220R, Intel Xeon Gold 6230R, Intel Xeon 6240R, Intel Xeon Gold 6238R, Intel Xeon Gold 6248R, Intel Xeon Gold 6258R, Intel Xeon Platinum 9221, Intel Xeon Platinum 9222, Intel Xeon Platinum 9242, Intel Xeon Platinum 9282 Or higher

Specification	Specification Name	Bid Requirement (Allowed Values)
	Number of Sockets populated with the Processors	2 Or higher
	Cache (MB)	35.75 - 64.0 Or higher
Type	Form Factor	Desktop
Motherboard	Chipset Number	Intel C621, Intel C622, Intel C624, Intel X99, Intel X299, Intel W680 Or higher
	Expansion Slots (PCIe x 1) (Number)	1, 2, 3, 4 Or higher
	Expansion Slots (PCIe x 4) (Number)	1, 2, 3 Or higher
	Expansion Slots (PCIe x 8) (Number)	1, 2 Or higher
	Expansion Slots (PCIe x 16) (Number)	4 Or higher
Graphics	Graphics Type	Dedicated/Discrete
	Number of Graphic Cards	1, 2, 3, 4 Or higher
	Graphic Card Description	nVIDIA Quadro RTX 6000 24GB, nVIDIA Quadro RTX 8000 48GB, nVIDIA Quadro GV100 32GB, nVIDIA Tesla V100 SXM2 32GB, NVIDIA RTX A4000 16GB, NVIDIA RTX A4500 20GB, NVIDIA RTX A5000 24GB, NVIDIA RTX A5500 24GB, NVIDIA RTX A6000 48GB Or higher
Operating System	Operating System (Factory Pre-Loaded)	Windows 11 Professional
Applications	Applications Compatible with the Workstation (Requisite document may be furnished as and when demanded by the buyer)	Avid Media Composer, Dassault Systèmes CATIA, Dassault Systèmes SolidWorks, PTC Creo, Siemens NX
Memory	RAM Speed (MHz)	2933, 4800 Or higher
	Type of Memory	ECC RDIMM
	RAM Size (GB)	256, 512, 1024, 2048, 3072, 4096, 192, 384, 768, 1536 Or higher
	RAM Expandability upto using spare DIMM Slots (GB)	16, 32, 64, 128, 256, 512, 1024, 3072, 4096, 384, 1536, 2048, 768 Or higher
Primary Storage /Boot Drive	Type of Drives used to populate the internal Bays	PCIe
	Number of Drives	1
	RAID for Operating System	0, 1, NA
	Capacity of each Drive (GB)	256, 300, 384, 500, 512, 600, 768, 800, 900, 1000, 1024, 1200, 1800, 2000, 2048, 4000, 4096, 8000, 6000 Or higher
Secondary Storage	Type of Drives used to populate the Internal Bays	SATA

Specification	Specification Name	Bid Requirement (Allowed Values)
	Number of Internal Bays populated with SATA Drive	3, 4, 5, 6, 7, 8, 9, 10 Or higher
	Each SATA Drive Capacity (GB)	2000, 4000, 8000, 6000 Or higher
	Speed of each SATA Drive (RPM)	7200 Or higher
	Total SATA Drive Capacity (GB)	8000, 6000, 7000, 9000, 12000, 16000, 20000, 24000, 28000, 32000 Or higher
	Number of Internal Bays populated with SAS Drive	0, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 Or higher
	Capacity of each SAS Drive (GB)	300, 600, 900, 1200, 1800, 800, 0, 4000 Or higher
	Total SAS Drive Capacity (GB)	300, 600, 900, 1200, 1800, 2100, 0, 4000 Or higher
	Number of Internal Bays populated with SSD Drive	0, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 Or higher
	Capacity of each SSD Drive (GB)	128, 256, 512, 1024, 2048, 800, 0 Or higher
	Total SSD Capacity (GB)	128, 256, 384, 512, 768, 1024, 2048, 4096, 0, 5120, 3072 Or higher
	Number of Internal Bays populated with PCIe Drive	0, 1, 2, 3, 4, 5, 6, 7, 8 Or higher
	Capacity of each PCIe Drive (GB)	128, 256, 512, 1024, 2048, 0 Or higher
	Total PCIe Drive Capacity (GB)	128, 256, 512, 1024, 2048, 4096, 0, 1536, 6144 Or higher
	Class of PCIe Drives	Class 40, Class 50 Or higher
RAID	Number of RAID Controller Ports	2, 3, 4, 5, 6, 7, 8, 10, 0 Or higher
	Speed of RAID Controller Ports (Gbps)	6, 12, 0 Or higher
Connectivity	Type of Ethernet Ports	Dual Gigabit NIC 10/100/1000
	Number of Ethernet Ports	2, 3, 4, 6 Or higher
	Wireless Connectivity	Yes, No Or higher
	If Yes, Type of Wireless Connectivity	Wi-Fi 802.11b/g/n, Wi-Fi 802.11ac, NA, Wi-Fi 6E AX211 BT 5.2, Wi-Fi 6 AX200 & BT 5.2, Wi-Fi 6 AX201 (2x2) and BT 5.2 Or higher
	Bluetooth Connectivity	Yes, No Or higher
	If Yes, Version of Bluetooth Available	4, 4.1, 4.2, 5, 0 Or higher
Ports	Number of USB Version 3 point 0 / 3 point 1, Gen 1 Ports	8, 9, 10 Or higher
	Number of USB Type C Ports	2 Or higher

Specification	Specification Name	Bid Requirement (Allowed Values)
	Number of DP Ports	3, 4, 6, 8, 9, 12, 16 Or higher
Display	Display Availability	Monitor
	Display Size (cm)	58- 61, 63 - 67, 68- 71, 72- 81, 82 - 87, 88 - 93, 94 - 97, 98 - 105, 107 - 110, 111 - 115, 116 - 120, 121 - 125, 126 - 130 Or higher
	Display Type	Non Touch, Touch Or higher
	Panel Type	Flat, Curved Or higher
	Panel Technology	IPS, OLED Or higher
	Display Resolution (Pixels)	1920x1080, 1920 x 1200, 3200x1800, 3840 x 2160, 2560 x 1080, 2560 x 1440, 2560 x 1600, 3440 x 1440, 3840 x 1600, 5120 x 1440, 7680 x 4320 Or higher
	LED Backlit	Yes Or higher
	TCO Compliance for Monitor	TCO 07
Power	Minimum Power Efficiency (%)	90 Or higher
	Redundant Power Supply	Yes, No Or higher
Input Devices	Mouse Connectivity, If available	Wired, Wireless Or higher
	Type of Mouse, If available	Optical Scroll
	Keyboard Connectivity, if available	Wired, Wireless Or higher
	Type of Keyboard, if available	Standard with Rupee Symbol Or higher
Generic	Optical Drive	DVD R/W
	Security	H/W Based
	Docking Station for Mobile Workstation	Yes, No Or higher
	Type of Bundled Software	Artificial Intelligence Based Performance Improvement Software, Remote Collaboration Software & Performance Advisor Or higher
Warranty	On Site OEM Warranty (Year)	5 Or higher

Additional Specification Parameters - Workstation (1 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
RAM Expandability Upto Using Spare DIMM Slots (GB):	1 TB or Higher

Specification Parameter Name	Bid Requirement (Allowed Values)
Recovery & Certification:	a) Recovery Image Media CD from the OEM / Stored in Partition of the Hard Disk / USB Drive from the OEM / On Line / Cloud b) OS Certification Windows,Ubuntu Linux,Redhat Linux,Suse Linux Applications
RAID:	RAID level 0,1,5,1+0 Number of RAID Controller Ports 10 Speed of RAID Controller Ports (Gbps) 6
Display (Monitor):	02 Nos. of Display Monitor (of same make & specifications) are required to be supplied alongwith Workstation.
External Storage Device:	A separate EXTERNAL storage (SSD) of capacity 04 TB with cable is required to be supplied alongwith Workstation. It must be compatible with Workstation and other computers. Bidder must quote their prices accordingly.

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

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Bhavik Haresh Mody	342005,OIL INDIA LIMITED, RAJASTHAN PROJECT, 2-A, SARASWATI NAGAR, DISTRICT SHOPPING CENTRE, BASNI, JODHPUR, RAJASTHAN	1	90

Buyer added Bid Specific Additional Scope of Work

S.No.	Document Title	Description	Applicable i.r.o. Items
1	ADDITIONAL TERMS & CONDITIONS View	ADDITIONAL TERMS & CONDITIONS	Workstation(1)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

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 by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. 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.

3. Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

BUYER SPECIFIC ADDITIONAL TERMS & CONDITIONS

PARAMETERS	Bidder's Remark
SPECIAL NOTES TECHNICAL:	
1) The monitor should be of same make as that of the Workstation. All the monitor should be of same make and model.	
2) WARRANTY CONDITIONS: The bidder shall confirm that materials to be supplied shall be new, of recent make, of the best quality & workmanship and shall be guaranteed by the Seller for a period of 5 years OEM comprehensive onsite warranty including monitor from the date of receipt at destination. Defective goods / materials or parts notified by OIL to the Seller shall be replaced immediately by the Seller on F.O.R destination basis including payment of all taxes and duties at Seller's expense. This guarantee shall survive and hold good notwithstanding inspection, payment for and acceptance of the goods. The detailed warranty requirements are as under: a. The product should carry a 05 (five) years warranty against any manufacturing defects or malfunctions. b. During the warranty period successful bidder shall provide on-site service for preventive & corrective maintenance of all hardware supplied including replacement of defective parts without any extra cost to OIL. c. In case of Dealer certificate of OEM should be attached that OEM will provide support directly or through the particular dealer during the warranty period and Pro/advance support Service with Next Business Day (NBD) on-site service. d. The defective parts during the 05 years warranty period should be first repaired/replaced and only then the defective items can be taken out of OIL's premises. Failure to repair or replace a defective part(s) under warranty and services within the stipulated period will attract penalty as mentioned below. In case bidder fails to repair or replace a defective part(s) under warranty services clause within 72 hours from the time of reporting the breakdown a penalty @ 0.5% per week or part thereof will be levied on total order value. If for any reason the	

bidder fails to provide services within seven (07) successive days from the date of reporting the period of warranty shall stand extended by that number(s) of days at no extra cost to OIL in addition to the above penalty as above.

e. Successful Bidder will have to arrange its own transport and accommodation for its service personnel/technicians to/fro **OIL HOUSE Jodhpur** during Warranty Period.

f. The warranty should cover all free service and free spare parts excluding consumables.

g. The engineers/technicians for warranty and support services should be available on on-call basis.

h. Contractor shall provide following minimum services during warranty period:

i) Installation/ re-installation and maintenance of software applicable to run Workstation and certain custom client applications whenever necessary.

ii) Configuration of Work Station network during installation/ repair according to OIL's requirement.

iii) Installation and configuration of software drivers of OIL's existing peripherals like printers scanners etc. which are to be used with these new Workstation.

iv) Backup formatting and restoration of systems as and when required ensuring no loss of data during the process.

v) Restore Workstation in case of malfunction due to Virus including re-installation of Anti-Virus software.

OTHER SPECIAL NOTES:

1) The bidder shall confirm that materials to be supplied shall be new, of recent make, of the best quality & workmanship. Defective goods / materials or parts notified by OIL to the Seller shall be replaced immediately by the Seller on F.O.R destination basis including payment of all taxes and duties at Seller's expense. This guarantee shall survive and hold good notwithstanding inspection, payment for and acceptance of the goods.

2) The Bidder shall categorically confirm in their technical bid about compliance of all the points under technical specification and notes of the tender.

3) **DELIVERY REQUIREMENT:** Delivery shall be completed within 90 Days from the date of placement of order.

4) Any materials/components found defective / damaged during transit shall have to be replaced / repaired by the supplier on free-of-cost basis

5) Bidder to quote all inclusive cost as **FOR/DDP OIL HOUSE, JODHPUR, Rajasthan** including all cost towards loading, freight upto destination, insurance, GST etc. However, unloading at site will be done by OIL at its own cost.

6) Any deviation(s) from the tender specification should be clearly highlighted specifying justification in support of deviation.

7) The Techno-commercial Bid/Un-priced Bid in GeM portal shall contain only the technical and commercial details except the prices. No price shall be provided in the Technical-commercial Bid/Un-Priced Bid otherwise the offer shall be rejected.	
8) Bidder must submit the duly filled the Check list (Annexure-C) alongwith their technical offer.	
9) The following points are deemed as "non-negotiable" and offer shall be rejected straightaway without seeking clarification in case of the following: i. Validity of bid shorter than validity indicated in the tender. ii. Bid Security is not applicable against this tender. However, bidder to submit declaration form in the prescribed format (PROFORMA - 1).	
10) The items covered by this tender shall be used by Oil India Limited in the PEL/ML areas. Indigenous bidder shall be eligible for concessional rate of GST @12% (for invoice valuing INR 1.00 Lakh and above excluding taxes) against Essentiality Certificate wherever applicable, as per Notification No.3/2017 - Integrated/ Central Tax (Rate) dated 28th June, 2017 and amended vide notification vide Notification No. 08/2022-Integrated Tax (Rate) dated 13th July 2022. In the event of order, Supplier to furnish Proforma Invoice to OIL INDIA LIMITED (OIL) for obtaining essentiality certificate, subject to applicable GST of the ordered items is more than 12%, from DGH at least 30 Days before the scheduled delivery to avail concessional GST @12% and dispatch to be made only after receipt of Essentiality Certificate failing which tax liability, if any, shall be to the seller's account.	
11) PURCHASE PREFERENCES POLICIES: a) Bidder to categorically confirm under which policy i.e. PP-LC or MSME or DPIIT-MII, they want to avail the benefit and to submit requisite document/certificate in support to avail this benefit. The bids will be evaluated based on their declaration. No benefit will be given if the bid is submitted without any above declaration along with supporting document as per the respective policies. b) Availing the benefit of Purchase Preference and awarding of eligible tendered quantity after price matching shall be considered based on Bidder' declaration of availing of PP-LC or MSME or DPIIT-MII policy only. c) Evaluation of bids with reference to PP-LC policy/ DPIIT-MII policy shall be done by OIL based on the documents submitted by the bidder. OIL shall not be responsible for any incorrect/incomplete submission of documents by bidder leading to non-compliance to PP-LC policy/ DPIIT-MII policy or MSME policy and denial of benefits under the policy.	

12) Performance Security: Successful bidder shall be required to furnish a **Performance Security equivalent to three (3%) percent of total evaluated value** of Order within 30 days of receipt of LOI/notification of award. The Performance Bank Guarantee must remain valid throughout the period of execution, 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 Bidding Policy. Bidders should undertake in their bids to submit Performance Security as stated above.

In case of bidder qualified under PPLC clause, additional PBG @10% is mandatory.

1) **13) TAX COLLECTIBLE AT SOURCE (TCS):**

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

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

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

However, Performance Security deposit will be released only after the TCS certificate for the amount of tax collected is provided to OIL. Supplier will extend the performance bank guarantee (PBG), wherever required, till the receipt of TCS certificate or else the same will be forfeited to the extent of amount of TCS, if all other conditions of Purchase order are fulfilled.

The above payment condition is applicable only for release of TCS amount charged by supplier u/s 206C (I H) of Income tax Act, 1961.

2) **14) APPLICABILITY OF BANNING POLICY OF OIL INDIA LIMITED:**
 Banning Policy dated 6th January, 2017 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. Applicability of the policy shall include but not limited to the following in addition to other actions like invoking bid security/ performance security/ cancellation of order etc. as deemed fit and as mentioned elsewhere in the tender:

- a) Backing out by bidder within bid validity
- b) Backing out by successful bidder after issue of LOA/ Order/ Contract
- c) Non/ Poor performance and order/ contract execution default

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.

3) **15) PUBLIC PROCUREMENT POLICY AND PURCHASE PREFERENCE TO MICRO AND SMALL ENTERPRISES:**

4) Bidders to note that Govt. of India under Micro, Small and Medium Enterprises Development (MSMED) Act 2006, has proclaimed the Public Procurement Policy, 2012 with effect from 1st April, 2012 in respect of procurement of goods and services, produced and provided by micro and small enterprises, by its Ministries, Departments and Public Sector Undertakings for promotion and development of Micro and Small Enterprises. Bidders are requested to take note of the same and to submit their offers accordingly.

a) 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 issued by Ministry of Micro, Small and Medium Enterprises. The bidder claiming as MSE status (MSE-General, MSE-SC/ST, MSE -Woman) against this tender has to submit following documents for availing the benefits applicable to MSEs:

i. **Udyam Registration No. with Udyam Registration certificate**

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

b) For availing benefits of Purchase Preference under Public Procurement Policy, the interested MSE Bidders must ensure that they are the manufacturer of tendered item(s) and registered with the appropriate authority for the said item(s). The technical offer of such MSE Bidders must include a valid copy of relevant MSE Certificate issued by appropriate authority specifying the item as per tender. Purchase Preference of 15% (fifteen percent) shall be extended to the eligible MSE Bidder (i.e. Manufacturer of tendered goods for procurement) over non-MSE L1 Bidder and PO shall be awarded for full tender quantity on such MSE bidder, subject to matching their quoted rates/costs with non-MSE L1 Bidder.

16) Financing of trade receivables of Micro and Small Enterprises (MSEs) through Trade Receivables Discounting System (TReDS) platform.

Based on the initiatives of Government of India to help MSF vendors get immediate access to liquid fund based on Buyers credit rating by discounting, OIL has registered itself on TReDS platform with M/s RXII, and M/s A TReDS Ltd. (Invoice Mart). MSE vendors can avail this benefit by registering themselves with any of the exchanges providing c-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) 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 MSF Vendor (Seller).

(ii) Seller means a MSE vendor, who has been awarded Purchase Order / Contract by Oil. (Buyer).

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BID EVALUATION CRITERIA (BEC)/BID REJECTION CRITERIA(BRC)

BID EVALUATION CRITERIA (BEC)/BID REJECTION CRITERIA(BRC)

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 Document name Serial number / Pa number of bid documentary evidence)
In addition to Past Performance Criteria as incorporated in GeM Bid; the following FINACIAL BEC / BRC criteria will be applicable against this tender: 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.		
FINACIAL BEC/BRC:		
1.0 The bidder shall have an annual financial turnover of minimum INR 6.20 Lakhs during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date.		
2.0 "Net Worth" of the bidder should be positive for the financial/accounting year just preceding to the original Bid Closing Date of the Tender.		

3.0 Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months *or within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time), whichever is later* reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an affidavit/ undertaking (**as per PROFORMA-2**) certifying that 'the balance sheet/Financial Statements for the financial year **2021-22** has actually not been audited so far'.

Note:

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

i) A certificate issued by a practicing Chartered Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **ANNEXURE-CA**.

OR

ii) Audited Balance Sheet alongwith Profit & Loss account. In case of foreign bidders, self-attested/digitally signed printed published accounts are also acceptable.

b) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/ State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.

PROFORMA - 1

BID SECURITY DECLARATION

To,

M/s. Oil India Limited

.....,

.....

Sub:

Tender No.:

Dear Sir,

After examining/reviewing provisions of above referred tender documents (including all corrigendum Addenda), we M/s. (Name of Bidder)

have submitted our offer/bid no.....

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

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

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

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

(i) fail or refuse to execute the Contract, if required, or

(ii) fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.

(iii) Fail or refuse to accept 'arithmetical corrections' as per provision of tender document.

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

ANNEXURE - CA

TO WHOM IT MAY CONCERN

This is to certify that the following financial positions extracted from the audited financial statements of M/s..... (Name of the bidder) for

the last three (3) completed accounting years upto..... **(as the case may be)** are correct

*Rate of conversion (if used any): USD 1.00 = INR

Place:

Date:

Seal Membership No:

Registration Code:

UDIN:

Signature

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

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

YEAR	TURN OVER In INR (Rs.) Crores/ US \$ Million) *	NET WORTH In INR (Rs.) Crores / US \$ Million) *

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

PROFORMA - 2

FORMAT FOR CERTIFICATE OF COMPLIANCE OF FINANCIAL CRITERIA

Ref: Financial Criteria of the BEC

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

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

Place :.....

Date :.....

Signature of the authorized signatory

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

ANNEXURE-C

CHECK LIST

TO BE FILLED UP IN DETAIL:

Sl No	Requirement	Bidder's Reply
01	Offer reference & Date	
02	Name, Address, Phone No & E-mail of Bidder	
03	Bank details of Bidder	
04	Name of Manufacturer	
05	Country of Origin	
06	Port of Despatch / Despatching Station	
07	Confirm submission Integrity pact, if required as per NIT	
08	Confirm acceptance of PBG clause, if required as per NIT	
09	Confirm submission of the balance sheet/Financial Statements for the financial year 2021-22. If not, whether declaration as per BRC submitted (refer Annexure-CA & Proforma - 2).	
10	Exception/Deviations quoted, if any, to be given in details or refer to respective page of the bid documents	
11	Confirmation regarding mentioning of Eight Digit HSN Code for each item	

11. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Only supply of Goods

12. **Warranty**

Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.

13. **Generic**

The buyer organization is an institution eligible for concessional rates of GST as notified by the Government of India. The goods for which bids have been invited fall under classification of GST concession and the conditions for eligibility of concession are met by the institution. A certificate to this effect will be issued by Buyer to the Seller after award of the Contract. Sellers are requested to submit their bids after accounting for the Concessional rate of GST.

Applicable Concessional rate of GST : 12%

Notification No.and date : 08/2022-Integrated Tax (Rate) dated 13/07/2022

14. **Generic**

Upload Manufacturer authorization: Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.

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. **Generic**

Wherever Essentiality Certificate is applicable (PEL/ML), successful bidder should provide Proforma Invoice for processing for EC application and material should be dispatched after receiving of EC from DGH. In view of the same, an ATC may be incorporated in GeM, viz, "BIDDER/OEM must provide Proforma Invoice for processing for EC application within 30 days from date of issue of GeM Contract and material should be dispatched after receiving of EC from DGH."

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity/restriction arising in the

bidding process due to these ATCs and due to modification of technical specifications and/or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. 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 within 4 days of bid publication on GeM. 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. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

[This Bid is also governed by the General Terms and Conditions](#)

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.

---Thank You---