

IMPORTANT NOTE

TENDER NO. : CCI4381L18 Dated 06.04.2017

BID CLOSING DATE & TIME : 02.05.2017 at 11:00 Hrs.(IST)

BID OPENING DATE & TIME : 02.05.2017 at 15:00 Hrs.(IST)

Limited Tender No. CCI4381L18 Dated 06.04.2017 has been issued to the following 4(four) parties :

- 1. M/s. Intec Infonet Pvt Limited**
- 2. M/s. Chabria Infotech Pvt Limited.**
- 3. M/s. Commercial Friends.**
- 4. M/s. Orbit Techsol India Pvt Ltd.**

In addition to the above 4 (four) parties, other parties, who are interested to participate in this tender may apply with authorization to participate in this tender from M/s Hewlett-Packard Enterprise India Pvt. Ltd. Application for issue of tender document along with above authorization must be received in the following office of Oil India Limited latest by 25.04.2017:

**Executive Director (E&D)
Attn: Dy. Manager (C&P) (E&D),
Oil India Limited, FC-24,
5th Floor, IT Tower, Sector-16A,
NOIDA-201301 , INDIA**



ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्योग) पंजीकृत कार्यालय: दुर्गिल्लारान, असम
Oil India Limited
(A Government of India Enterprise) Registered Office: Durgillooran, Assam

Plot No. 19, Sector 16A,
Noida – 201301, U.P.
Phone: 0120 – 2511762
Fax: 0120 - 2488310
E-mail: bivashdas@oilindia.in
Web Site: www.oil-india.com

SECTION - I

(COVERING NOTE)

TENDER NO.& DATE : CCI4381L18 Dated 06.04.2017
BID CLOSING DATE : 02.05.2017

SUB: MIGRATION OF COMPUTER HARDWARE WITH ACCESSORIES FOR OIL INDIA LTD FROM FC-24, SECTOR-16A NOIDA TO NBCC CENTRE, OKHLA, PHASE-I, NEW DELHI

Oil India Limited (OIL), invites Bids against above mentioned e-Tender for **MIGRATION OF COMPUTER HARDWARE WITH ACCESSORIES FOR OIL INDIA LTD FROM FC-24, SECTOR-16A NOIDA TO NBCC CENTRE, OKHLA, PHASE-I, NEW DELHI**

1.0 The tender document comprises of the following Sections:

- SECTION– I: COVERING NOTE
- SECTION–II: INSTRUCTIONS TO BIDDERS
- SECTION–III: GENERAL TERMS AND CONDITIONS
- SECTION–IV: BID FORM AND PRICE SEHEDULE
- SECTION– V: FORM OF BID SECURITY (BANK GUARANTEE)
- SECTION–VI : FORM OF PERFORMANCE BANK GUARANTEE
- SECTION–VII: SAMPLE FORM OF AGREEMENT
- PROFORMA - I: STATEMENT OF COMPLIANCE
- PROFORMA - J: PROFORMA LETTER OF AUTHORITY
- PROFORMA - K: AUTHORIZATION FOR BID OPENING
- ANNEXURE-B-GUIDELINES TO BIDDERS FOR PARTICIPATING IN OIL'S E-PROCUREMENT TENDERS
- APPENDIX-I: GUIDELINES FOR MICRO AND SMALL ENTERPRISES(MSEs)

2.0 You are requested to upload your most competitive offer well before the scheduled Bid Closing date and time. For your ready reference, few salient points (covered in details in this Bid document) are high-lighted below:

- i) e-Tender No.& date : **CCI4381L18 Dated 06.04.2017**
- ii) Type of Bidding : **Single Stage Composite Bid System.**
- iii) Bid Closing Date & Time : As mentioned in the on-line tender.
- iv) Bid Opening Date & Time : As mentioned in the on-line tender.
- v) Bid to be submitted : Through OIL's e-procurement portal
<https://etender.srm.oilindia.in/irj/portal>
- vi) Bid Opening Place : OIL INDIA LIMITED
E&D DIRECTORATE
FC-24, 5th Floor, IT TOWER,
Sector 16A, Noida – 201301, U.P
- vii) Bid Security Amount : Rs. 30,000.00 (non-interest bearing).

Original hard copy of Bid Security should reach the following office before Bid Closing date & time, otherwise Bid will be rejected:

OIL INDIA LIMITED
E&D DIRECTORATE
FC-24, 5th Floor
IT TOWER,
Sector 16A, Noida – 201301, U.P
A scanned copy of this document should also

be uploaded along with the Bid documents.

- viii) Amount of Performance Security : 10% of total contract value.

3.0 This tender is invited under **SINGLE STAGE COMPOSITE BID SYSTEM**. The bidders have to submit their bids (both "Techno-Commercial Bid" and "Price-Bid") through OIL's e-procurement portal : <https://etender.srm.oilindia.in/irj/portal> within the Bid Closing Date and Time stipulated in the e-Tender portal. The Techno-commercial Bid should contain all technical documents & a scan copy of Bid Security as per tender requirement and these are to be uploaded under Technical RFx Response Tab. Details of prices as per Bidding Format for Rates (Appendix-I) can be uploaded as Attachment in the attachment link under "**Notes and Attachments**". The rates of various items (including all applicable taxes) shall be quoted as per "BIDDING FORMAT FOR RATES" provided in SECTION-IV to the tender document. The rates quoted in

this BIDDING FORMAT FOR RATES will only be considered for evaluation purpose. **Bid Security in original should be submitted to OIL INDIA LIMITED,E&D DIRECTORATE,FC-24, 5th Floor IT TOWER,Sector 16A, Noida – 201301, U.P on or before the tender closing date & time.**

- 4.1 A screen shot in this regard is given below. However, bidders are requested to go through OIL’s e – Portal / Website before uploading their bids for updated information regarding participation requirements and procedure for OIL’s e – tenders. Offer not complying with above submission procedure will be rejected.

Display RFX Response:

RFX Response Number: 60006452 RFX Number: TEST2 Status:
 RFX Owner: WIPRO_TEST1 Total Value: 0.00 INR RFX P

Event Parameters

Currency:

Detailed Price Information:

Terms of Payment: 90% against despatch+10% after re

Partners and Delivery Information

Function	Number	Name	Valid fr
The table does not contain any data			

Service and Delive
 Incoter
 Status and Statist
 Created C
 Created B
 Last Processed C
 Last Processed B

On “EDIT” Mode- The following screen will appear. Bidders are advised to Upload “Techno-Commercial Unpriced Bid” and “Priced Bid” in the places as indicated above:

Edit RFX Response:

Submit | Read Only | Print Preview | Check | Technical RFX Response | Close | Save | Ver

RFX Response Number 60006452 RFX Number TEST2 Status Withdrawn Submission Deadline 13.04.2013 11:00:00 INDIA
RFX Owner WIPRO_TEST1 Total Value 0.00 INR RFX Response Version Number 2 RFX Version Number 5

RFX Information | Items | **Notes and Attachments** | Conditions

Area for uploading Techno-Commercial Unpriced Bid*

▼ Notes

Add Clear

Assigned To	Category	Text Preview

Price Bid Format to be attached here after digitally Signing the attachment *

▼ Attachments

Sign Attachment | Add Attachment | Edit Description | Versioning | Delete | Create Qualification

Assigned To	Category	Description	File Name	Version	Processor	Checked
The table does not contain any data						

Notes :

- * The “Techno-Commercial Unpriced Bid” shall contain all techno-commercial details
- ** The “Priced bid” must contain the Price Schedule as per Appendix-I of the tender and the bidder’s commercial terms and conditions. For uploading Priced Bid, first click on Sign Attachment, a browser window will open, select the file from the PC and click on Sign to sign the document. On Signing, a new file with extension .SSIG will be created. Close that window. Next click on Add Attachment, a browser window will open, select the .SSIG signed file from the PC and name the file under Description, Assigned to General Data and click on OK to save the File.
- 5.0 Online Bids should be submitted latest by 11:00 Hrs. (IST) (OIL’s e procurement Portal Server Time) on the Bid Closing date of the e-tender . Tender will be opened on the same day at 15:00 Hrs.(IST) at the office of Oil India Ltd. in the presence of authorized representative of the bidder.
- 5.1 The bid and all uploaded documents must be Digitally signed using **“Class 3” digital certificate [e-commerce application (Certificate with personal verification and Organization name)]** as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.
- 5.2 The authenticity of above digital signature shall be verified through authorized CA after bid opening. If the digital signature used for signing is not of “Class -3” with Organizations name, the bid will be rejected.
- 5.3 Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employee.

5.4 The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.

6.0 Interested bidders may contact the following person for any technical clarifications against the tender :

Mr. SOURABH SAHA
SR.ENGINEER-IT, OIL INDIA LIMITED,
Plot No. 19, Sector 16A, Noida-201301
Ph No. +919435591128,e-mail : sourabh_saha@oilindia.in

7.0 For any technical help in regards to uploading of bids in the OIL's e-tender portal, may please contact the following person :

Mr. Balen Bharali
Manager- ERP, OIL INDIA LIMITED, DULIAJAN, ASSAM
Ph no. 0374 2804903/2807178,
e-mail : balen_bharali@oilindia.in;erp_mm@oilindia.in

We now look forward to your valuable offer through OIL's e – portal against the tender.

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

(Bivash Das)
Deputy Manager (C&P)(E&D)
For EXECUTIVE DIRECTOR (E &D)
For Chairman & Managing Director
Ph no. 9435150897 e-mail : bivashdas@oilindia.in

(END OF SECTION -I))

SECTION – II

INSTRUCTIONS TO BIDDERS

- 1.0 Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

A. BIDDING DOCUMENTS

- 2.0 The services required, bidding procedures and contract terms are prescribed in the Bidding Document. This bidding document includes the following:

- a) A Covering Letter highlighting the following points:
 - i. Oil India Limited 's Tender No.
 - ii. Type of Bidding
 - iii. Cost of Bid Document
 - iv. Bid closing date and time.
 - v. Bid opening date, time and place.
 - vi. Bid submission and opening place.
 - vii. The amount of Bid Security.
 - viii. The amount of performance guarantee.
 - ix. Duration of Contract.
- b) COVERING NOTE (Section - I)
- c) INSTRUCTIONS TO BIDDERS (Section - II)
- d) GENERAL TERMS AND CONDITIONS (Section - III)
- e) BID FORM AND PRICE SCHEDULE (Section - IV)
- f) FORM OF BID SECURITY (BANK GUARANTEE) (Section - V)
- g) FORM OF PERFORMANCE BANK GUARANTEE (Section - VI)
- h) SAMPLE FORM OF AGREEMENT (Section - VII)
- i) PROFORMA - I: STATEMENT OF COMPLIANCE
- j) PROFORMA - J: PROFORMA LETTER OF AUTHORITY
- k) PROFORMA - K: AUTHORIZATION FOR BID OPENING
- l) ANNEXURE-B-GUIDELINES TO BIDDERS FOR PARTICIPATING IN OIL'S E-PROCUREMENT TENDERS
- m) APPENDIX-I: GUIDELINES FOR MICRO AND SMALL ENTERPRISES(MSEs)

- 2.1 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Document. Failure to furnish all information required as per the Bid Document or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk & responsibility and may result in rejection of their bid.

3.0 AMENDMENT OF BIDDING DOCUMENTS:

- 3.1 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 Document through an Addendum/Corrigendum.

B. PREPARATION OF BIDS

4.0 LANGUAGE OF BIDS:

- 4.1 The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder and the Company shall be in English language, except that any printed literature may be in another language provided it is accompanied by an English version which shall govern for the purpose of bid interpretation.

5.0 DOCUMENTS COMPRISING THE BID:

- 5.1 The bid submitted by the Bidder must be under **Single Stage Composite Bid System** (i.e. both techno commercial bid and price bid to be submitted together which will be opened on the same day) and shall comprise of the following components:

- ~~—— (i) Documentary evidences in accordance with Prequalifying Criteria & other requirement as per Section V. ———~~
- (ii) Bidders shall furnish “Bid Security” for the amount as specified in the ‘ Forwarding Letter . Any Bid not accompanied by Bid Security will be rejected. Bid Security ,if furnished in the form of Bank Guarantee, then the Bank Guarantee must be valid upto 30 days beyond the stipulated bid validity as per tender. Otherwise the bid shall be rejected.
- (iii) Rates should be quoted in the Bidding Format for Rates enclosed vide Section IV. Price Bids received in any other format shall be rejected.

6.0 BID FORM:

- 6.1 The bidder shall complete the Bid Form and the Price Schedule furnished in the Bid Document vides Section - IV.

7.0 BID PRICE:

- 7.1 Prices should be quoted through OIL’s e-Portal. Schedule of Rates should be filled in and should be uploaded as attachment to the Bid.
- 7.2 Price quoted by the Successful Bidder must remain firm during its performance of the Contract and is not subject to variation on any account.
- 7.3 All duties and taxes, corporate income taxes, Service tax and other levies payable by the Contractor under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder. Evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

8.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

- ~~8.1 — These are listed in Bid Rejection Criteria vide Section VI.~~

9.0 BID SECURITY:

Bidder shall furnish as part of its bid, Bid Security for the amount as specified in the "Covering Note".

9.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant the security's forfeiture of the Bid security, pursuant to sub-para 9.7 below.

9.2 All the bids must be accompanied by Bid Security in ORIGINAL for the amount as mentioned in the Bid document and shall be in any one of the following forms:

a) A Bank Guarantee in the prescribed format issued from any scheduled Indian Bank or any Branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank only will be acceptable.

Bank Guarantee issued by banks in India should be on non-judicial stamp paper/Franking receipt of requisite value as per Indian Stamp Act, purchased in the name of the Banker or the bidder.

Bank Guarantee shall be valid for 150 days from scheduled Bid Closing Date.

Bank guarantee with any condition other than those mentioned in OIL's prescribed format shall not be accepted and bids submitted by bidders with such Bank guarantee will be liable for rejection.

Bank Guarantee should be so endorsed that it can be invoked at the issuing bank's branch located at Noida or alternatively at Delhi.

b) A Cashier's Cheque or Demand Draft with validity of minimum 90 days or as per RBI's guidelines, drawn on "Oil India Limited" and payable at Noida.

c) Online direct deposit of Bid security amount in OIL's bank account through e-procurement portal in case of e-tender.

(**Note:** In case of online submission of Bid security by bidder, the amount will be refunded only after adjusting bank charges, if any. The bank charges will be to bidder's account. However, the Bid Security will be governed by the terms and conditions of the Bid document).

9.3 Any Bid not accompanied by a proper bid security in accordance with above-mentioned sub-clauses 9.1 & 9.2, shall be rejected outright by the Company as non-responsive without any further reference.

9.4 Bid Security of unsuccessful bidders (Technically not qualified bidders) will be discharged and/or returned after opening of price bids of technically qualified bidders. For others, Bid security will be discharged after finalization of the tender.

9.5 Successful Bidder's Bid Security will be discharged upon the Bidder's signing of the contract and furnishing valid and proper Performance Security to OIL as per the contract. Successful bidder will however, ensure validity of the Bid Security till such time the Performance Security in conformity to relevant clause of tender is furnished.

9.6 The Bid Security shall be forfeited:

(a) If a Bidder withdraws their Bid during the period of bid validity (including any subsequent extension) specified by the Bidder or any extensions thereof agreed to by the bidder, and / or

- (b) If the bidder having been notified of the acceptance of their bid by the Company during the validity period of the bid including extension agreed to by the bidder:
 - i) Fails or refuses to accept LOA/contracts and /or
 - ii) Fails or refuses to furnish Performance Security.
 - (c) If a bidder furnishes fraudulent document/ information in their bid and subsequent clarification against the tender/contracts.
- 9.7 The scan copy of the original Bid Security in the form of either bank guarantee or Cashier's cheque or Demand Draft shall be uploaded by the bidder along with the Technical Bid in the "Technical RFx Response" of OIL's e-portal. The original Bid Security shall be submitted by bidder in a sealed envelope & must be submitted to office of **Executive Director (E&D) Attn: Dy.Manager (C&P) (E&D), Oil India Limited, FC-24, 5th Floor, IT Tower, Sector-16A, NOIDA-201301 , INDIA on or before 11:00Hrs on the Bid closing date, failing which the bid shall be rejected outright. Tender No. & Bid Closing date & Name of bidder must be written on the envelope containing the Bid Security for proper identification.**
- 9.8 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred for a period as per Company's policy.
- 9.9 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 on the amount of Bid Security.
- 9.10 The bidder shall extend the validity of the Bid Security, if and when specifically advised by OIL, at the bidder's cost.
- 9.11 If it is found that a Bidder has furnished fraudulent document/information, the Bid Security/Performance Security shall be forfeited and the party will be debarred for a period as per company's policy from the date of detection of such fraudulent act, besides the legal action.
- 9.12 In case any Bid security in the form of Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the fake signatures, the bid submitted by the concerned bidder shall be rejected forthwith and the bidder shall be debarred from participating in future tenders for the period to be decided by Company.
- 9.13 In case a bidder does not accept the LOA/Contract issued within the validity of their offer, the Bid Security shall be forfeited and the party shall be debarred for a period as per company's policy.
- 9.14 The Bank guarantee issued by a Bank amongst others shall contain the complete address of the Bank including Phone No.
- 9.15 **EXEMPTION OF BID SECURITY:**

Central Govt. departments, Central Public Sector undertakings are exempted from submitting Bid security. Bidders registered as MSEs which are themselves registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME are also exempted from submitting Bid Security irrespective of monetary limit mentioned in their registration certificate provided they are registered for the same item/services for which tender has been invited and provided they submit offer for their own product/services. However, the valid registration certificate issued by the authorities as above

and indicating the category of services and the monetary limit for which they are registered must be submitted by the bidder along with their bids (Technical) without which the bidders will not be entitled for the exemption.

10.0 PERIOD OF VALIDITY OF BIDS:

- 10.1 Bids shall remain valid for 90 days from the date of bid opening prescribed by the Company.
- 10.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax or E-mail). A Bidder may refuse the request without forfeiting their Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid but shall arrange suitable validity extension of their bid security provided under para 9.0 above.

11.0 FORMAT AND SIGNING OF BID:

- 11.1 The bid and all uploaded documents must be Digitally signed using “Class 3” digital certificate[e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.
- 11.2 The authenticity of above digital signature shall be verified through authorized CA after bid opening. If the digital signature used for signing is not of “Class -3” with Organizations name, the bid will be rejected.
- 11.2.1 Bidder is responsible for ensuring the validity of digital signature and it’s proper usage by their employee.
- 11.2.2 The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.
- 11.3 The bid should contain no interlineation, correcting fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person(s) signing the bid. Any bid not meeting this requirement shall be liable for rejection.

C. SUBMISSION OF BIDS:

12.0 SEALING AND MARKING OF BIDS:

- 12.1 This tender is invited under **SINGLE STAGE- COMPOSITE BID SYSTEM**. The bidders are required to submit their bids through electronic format in OIL’s e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. Detailed Guidelines to bidders for participating in OIL's e-Procurement tenders are given in website. However, we request bidders to go through OIL’s e – Portal / Website before uploading their bids for updated information regarding participation requirements and procedure for OIL’s e – tenders. A screen shot in this regard is given in Para 5.0 of Section - I. Offer not complying with above submission procedure will be rejected.
- 12.2 All the conditions of the contract to be made with the successful bidder are given in various Sections of this document. Bidders are requested to state their compliance/ non-compliance to each clause as per **PROFORMA – I**. This should be a part of the Technical-bid.
- 12.3 Timely submission of the bids is the responsibility of the Bidders. Bidders should submit their bid on-line before closing of the tender Date and Time.

12.4 Bids other than submitted through OIL's e – tender portal shall not be accepted.

13.0 DEADLINE FOR SUBMISSION OF BIDS :

13.1 **No bid can be submitted after the submission dead line is reached. Bids are to be submitted before the Bid Closing Date and Time mentioned in the “Invitation for Bid” in the System.** The system time displayed on e-procurement web page shall decide the submission dead line.

14.0 MODIFICATION AND WITHDRAWAL OF BIDS:

14.1 The Bidder, after submission of bid, may modify or withdraw its bid by written notice prior to bid closing. After submission but before bid closing date and time, for any modification, bids may be returned to the bidder for resubmission against written request of the bidder. The bidder should mention the Bid Number and User ID well in advance before closing time for withdrawal or resubmission of bid. It is the responsibility of the bidder to resubmit their bids after getting return back their offers within the bid closing date and time.

14.2 No bid can be modified subsequent to the deadline for submission of bids.

14.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its Bid Security.

15.0 BID OPENING AND EVALUATION

15.1 Company will open the Bids, including submission(s) made pursuant to para 14.0, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, the Bidder's representative must produce an authorization letter from the bidder at the time of opening of tenders. Unless this letter is presented, the representative will not be allowed to attend the opening of tenders. The Bidders' representatives who are allowed to attend the bid opening shall sign in a register evidencing their attendance. Only one representative against each bid will be allowed to attend.

15.2 Bid (if any) for which an acceptable notice of withdrawal has been received pursuant to para 14.0 shall not be opened. On opening the remaining bids Company will examine them to determine whether the same are complete, requisite Bid Securities have been furnished, documents have been properly signed and the bids are generally in order.

15.3 At bid opening, Company will announce the Bidders' names, written notifications of bid modifications or withdrawal, if any, furnishing of requisite Bid Security, and such other details as the Company may consider appropriate.

15.4 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-para 16.2.

15.5 To facilitate examination, evaluation and comparison of bids the Company may, at its discretion, ask the Bidder for clarifications of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

15.6 Prior to detailed evaluation, the Company will determine the substantial responsiveness of each bid to the Bidding Document. For purpose of these paragraphs, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Document without material

- deviations. The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 15.7 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 15.8 The Company may waive minor informality or nonconformity or irregularity on a bid that does not constitute a material/service deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

BID OPENING AND EVALUATION:

- 16.1 Company will open the Bids, including submission(s) made pursuant to para 14.0, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Section-I. However, the Bidder's representative must produce an authorization letter from the bidder at the time of opening of tenders (as per format enclosed). Only one representative against each bid will be allowed to attend the tender opening.
- 16.2 Bid (if any) which are withdrawn prior to bid closing date shall not be opened. On opening the remaining bids Company will examine them to determine whether the same are complete, requisite Bid Securities have been furnished, documents related to Prequalifying Criteria have been properly submitted and the bids are generally in order.
- 16.3 At the time of bid opening, Company will announce the Bidders' names, written notifications of bid modifications or withdrawal, if any, furnishing of requisite Bid Security , quoted prices and such other details as the Company may consider appropriate.
- 16.4 Company shall prepare, for its own records, minutes of bid opening.
- 16.5 Prior to detailed evaluation, the Company will determine the substantial responsiveness of each bid to the Bidding Document. For purpose of these paragraphs, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Document without material deviations. The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 16.6 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 16.7 The Company may waive minor informality or nonconformity or irregularity on a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 16.8 The Company will examine the Priced-bids(Bidding Format for Rates) to determine whether they are complete in all respect, any computational errors have been properly signed, and the bids are generally in order.
- 16.9 If there is a discrepancy between the unit price and the total price(that is obtained by multiplying unit price and quantity) ,the unit price shall prevail and the total price shall be corrected accordingly. If any bidder does not accept the correction of errors, his bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.
- 17.0 Normally no request for extension of Bid Closing Date will be entertained. However, in case of any changes in the specifications, inadequate response or for any other reasons, OIL may at its discretion, extend the bid closing date and/or time.

18.0 **EVALUATION AND COMPARISON OF BIDS :**

- 18.1 Bids conforming to the technical specifications, the terms and conditions stipulated in the tender document and conforming to the pre-qualifying criteria will be evaluated to determine the lowest bidder.
- 18.2 Contract for all the items i.e Shareholders' version & Deluxe version of Annual Report including envelopes & Chairman's Speech shall be awarded on the same bidder. Comparison of offers will be done on the grand total value of all items, on the basis of rates quoted in the Bidding Format.
- 19.0 **CONTACTING THE COMPANY :**
- 19.1 Except as otherwise provided in para 14.0 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by the Company.
- 19.2 An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in rejection of their bid.
- D. AWARD OF CONTRACT**
- 20.0 **AWARD CRITERIA:**
- 20.1 The Company will award the Contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 21.0 **COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:**
- 21.1 Company reserves the right to accept any bid and to reject any or all bids.
- 22.0 **NOTIFICATION OF AWARD:**
- 22.1 Prior to expiry of the period of bid validity or extended validity, the Company will notify the successful Bidder in writing by registered letter / courier or by fax that his bid has been accepted.
- 22.2 The notification of award will constitute the formation of the Contract.
- 23.0 **SIGNING OF CONTRACT:**
- 23.1 At the same time as the Company notifies the successful Bidder(s) that his Bid has been accepted, the Company will send the detailed Contract which will be accompanied by the General Terms & Conditions of Contract, Scope of Works, Rates & taxes and all other relevant documents.
- 23.2 Within 15 days of receipt of the final contract document, the successful Bidder shall sign and date the contract and return the same to the Company.
- 24.0 **PERFORMANCE SECURITY :**
- 24.1 Within 15 days of receipt of notification of award from the Company, the successful Bidder shall furnish the performance security for an amount specified in Section-I, in the Performance Security Form (form of Bank Guarantee in the format) as provided in the Bidding Document or in any other form acceptable to the Company (Demand Draft) from a Bank located in India. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill its obligations under the Contract.
- 24.2 The performance security specified above must be valid for six (06) months beyond the expiry date of the contract to cover any obligation and to lodge claim, if any. The same will be discharged by Company after the validity period of the performance security. In the event of extension of contract, subsequent to expiry of validity of the original contract period, Contractor shall have to enhance the value of the performance security to cover the contract value for the extended period and also to extend the validity of the performance security accordingly.

- 24.3 Failure of the successful bidder to comply with the requirements of para 23.1 to 24.1 above shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an event, the Company may award the contract to the next evaluated Bidder or call for new bid as the case may be.

25.0 LIQUIDATED DAMAGES :

The Contractor shall mobilize their personnel and equipment within the specified time for commencement / completion of works as mentioned in the notice of award of contract. In the event of the Contractor's default in timely commencement/ completion of works within the stipulated time, the Contractor shall be liable to pay Liquidated Damages at the rate of 0.5% (half percent) of the total evaluated value of the Contract per week or part thereof of delay subject to maximum of 7.5%. Liquidated damages will be reckoned from the stipulated date of commencement / completion as defined in the notice of award of the contract. Company may without prejudice to any other right or remedy available to it to recover damages for breach of contract, recover the liquidated damages as above from the Contractor. This is an agreed genuine pre-estimate of damages duly agreed by the parties. The Company also reserves the right to cancel the contract without any compensation whatsoever in case of failure to commence services within the stipulated date.

26.0 FORCE MAJEURE :

- 26.1 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.
- 26.2 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 21.1 and which renders performance of the contract by the said party completely impossible.

27.0 ARBITRATION :

All disputes and differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this Tender and consequent Contract or the breach thereof shall be mutually settled. However, in case no such mutual settlement is arrived at, the matter shall be settled by arbitration in accordance with the provision of arbitration of the Indian Arbitration & Conciliation Act, 1996 and any statutory modification or re-enactment thereof and the Rules made there under and for the time being in force. The venue of arbitration shall be at NOIDA/DELHI unless otherwise agreed by OIL.

28.0 ASSIGNMENT AND SUB – LETTING:

The whole of the work included in the Contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer , assign or sublet the Contract. No undertaking shall relieve the Contractor from the full and entire responsibility.

29.0 PAYMENT TERMS :

Payment shall be released within 30 days, after project sign off and on receipt of undisputed bill from the contractor.

30.0 DELIVERY INSTRUCTIONS :

31.0 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 the Company and set off against any claim of the Company (or such other person or persons contracting through the Company) for payment of a sum of money arising out of this contract or under any other contract made by the Contractor/ with the Company (Or such other person or persons contracting through the Company).

(END OF SECTION –II)

SECTION –III

GENERAL TERMS AND CONDITIONS

1.0 DEFINITIONS:

Following terms and expressions shall have the meaning hereby assigned to them unless the context otherwise requires:

- 1.1 'Contract' means the terms and conditions contained in the document entitled 'Hiring of passenger vehicles of different segments along with driver on call basis as and when required for operation within the NCR region and its adjacent states' and the attached exhibits. In the event of any conflict between the text of the contract and the exhibits, the text of the Contract shall have precedence over the exhibits.
- 1.2 'Contractor' means the individual or firm or body incorporated performing the work under this contract.
- 1.3 'Company' means OIL INDIA LIMITED (OIL) and its executors, successors, administrators and assignees.
- 1.4 The 'Work' means each and every activities required for the successful performance of the services described under this contract.
- 1.5 'Contract Price' means the price payable to the Contractor under the contract for the full and proper performance of its contractual obligations.
- 1.8 'Company's Items' means the equipment, materials and services which are to be provided by Company/Contractor at the expense of Company.
- 1.9 'Contractor's Items' means the equipment, materials and services which are to be provided by Contractor/Company at the expense of the Contractor.
- 1.10 'Commencement Date' means the date on which the Contractor starts work as per the scope of work of the Contract.
- 1.11 'Contractor's personnel' means the personnel as required to be provided by Contractor from time to time for execution of this contract.
- 1.12 'Company Representative' means the person or persons appointed and approved in writing from time to time by the Company to act on its behalf for overall co-ordination.

2.0 COMMENCEMENT DATE, MOBILISATION PERIOD/COMPLETION PERIOD AND DURATION OF THE CONTRACT:

- 2.1 Commencement Date: The Contract shall become effective from the date Company notifies Contractor in writing about award of Contract on them.
- 2.2 Mobilization /Completion Period: Not applicable
- 2.3 Duration of Contract: The duration of the contract shall be 7 days from the commencement date. OIL reserves the right to extend the contract period, if required at the same terms and conditions.

3.0 **CONTRACTOR'S PERSONNEL:**

- 3.1 Contractor's Personnel - Contractor warrants that it shall provide all manpower for the necessary operations, supervision and execution of all works under this Contract to Company's satisfaction. The personnel to be deployed by the Contractor must be competent and sufficiently experienced to perform the works correctly and efficiently except where otherwise stated.
- 3.2 Except as otherwise hereinafter provided, the selection, replacement and remuneration of Contractor's personnel shall be determined by Contractor. Such employees shall be the employees solely of Contractor. Contractor shall ensure that its personnel will be competent and efficient.
- 3.3 Replacement of Contractor's Personnel- Contractor will immediately remove and replace any of the Contractor's personnel, who in the opinion of Company, is incompetent, or negligent or of unacceptable behaviour or whose employment is otherwise considered by Company to be undesirable.

4.0 **GENERAL OBLIGATIONS OF CONTRACTOR:**

- 4.1 It is expressly understood that Contractor is an independent entity and that neither it nor its employees and its sub-contractors are employees or agents of Company. Company is authorised to designate its representative, who shall at all time have access to the related equipment and all records, for the purposes of observing, inspecting and designating the work to be performed hereunder by Contractor. The Contractor may treat Company's representative for the time being at site as being in-charge of all Company's and Company designated personnel at site. The Company's representative may, amongst other duties, observe, test, check the vehicles and control deployment program of vehicle or examine records kept at vehicle/site by Contractor.
- 4.2 Compliance with Company's Instructions: - Contractor shall comply with all instructions of Company consistent with the provision of this Contract and perform the works described in the Terms of reference/Scope of Work.
- 4.3 Except as otherwise provided in the Terms of Reference/Scope of Work and the special conditions of contract, Contractor shall provide experienced and physically fit drivers with valid driving license as required to perform the work.
- 4.4 Contractor shall perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for successful and timely execution of the work.
- 4.5 Contractor shall be deemed to have satisfied itself before submitting its bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided herein, cover all its obligations under the contract.
- 4.6 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter as Company may consider necessary for the proper fulfilling of contractor's obligations under the contract.

1.0 **GENERAL OBLIGATIONS OF COMPANY:**

- 5.1 Company shall, in accordance with and subject to the terms and conditions of the Contract, pay Contractor for its full and proper performance of obligations as per provision of this contract.

- 5.2 Allow Contractor, subject to normal security and safety procedures, to all areas of Company as required for orderly performance of the work.

6.0 LIQUIDATED DAMAGES:

- 6.1 The Contractor shall mobilize their personnel and equipment within the specified time for commencement / completion of services as mentioned in the notice of award of contract. In the event of the Contractor's default in timely commencement/ completion of services within the stipulated time, the Contractor shall be liable to pay Liquidated Damages at the rate of 0.5% (half percent) of the total evaluated value of the Contract per week or part thereof of delay subject to maximum of 7.5%. Liquidated damages will be reckoned from the stipulated date of commencement / completion as defined in the notice of award of the contract. Company may without prejudice to any other right or remedy available to it to recover damages for breach of contract, recover the liquidated damages as above from the Contractor. This is an agreed genuine pre-estimate of damages duly agreed by the parties.
- 6.2 The Company also reserves the right to cancel the contract without any compensation whatsoever in case of failure to commence /complete services within the stipulated date.

7.0 PAYMENT TERMS

As per Para 29.0 of SECTION -II

8.0 PENALTY

In the event the contractor fails to perform the duties in the manner as desired and or does not comply with the contract provisions and terms and conditions, OIL shall have the right to deduct such amount as deemed appropriate as penalty subject to maximum of 7.5 % of the total evaluated value of the contract.

9.0 TAXES AND DUTIES

All taxes whether Corporate or Personnel or any other tax(excluding Service Tax which will be borne by Company) will have to be borne by the Contractor. The Contractor will assume all responsibilities in this regard. However, the Company will deduct income tax at source as per Indian Income Tax Act and other taxes as applicable under law.

- 9.1 The Company will not bear any responsibility nor reimburse any amount in case of duties /taxes actually levied exceeds those taken in to account by the Contractor for preparation of priced bid. Nothing in this contract shall relieve the Contractor from its responsibility to pay any tax/duty that may be levied on profits made by him in respect of the contract. The Contractor shall comply with Indian Income Tax Acts, Rules and Labour Laws framed by Central or State Government from time to time with respect to supply of driver/sub-contractor or other contracts awarded to other parties.
- 9.2 Duties and taxes on purchases made by contractor shall entirely be borne by the Contractor. The Company will not bear any responsibility on such purchases.
- 9.3 Tax levied as per the provisions of tax rules on income derived under this contract will be to Contractor's account.
- 9.4 Taxes will be deducted at source from all payments released to the Contractor, at specified rates of income tax as per provisions of Indian Tax Act.

- 9.5 Contractor shall be responsible for and pay the personnel taxes, if any, for all the personnel deployed.
- 9.6 The Contractor shall furnish the Company, if and when called upon to do, the relevant statements of accounts or any other information pertaining to work done under this contract for submitting the same to Tax Authorities, on specific request by them. Contractor shall be responsible for preparing and filing relevant returns within the stipulated period as per the provisions of the Indian Income tax Act. Company will not assume any responsibility whatsoever towards consequences of non-compliance to above.
- 9.7 The Contractor will arrange tax audit by competent audit firm as per the provision of Indian Tax Laws and submit a copy of the tax audit report to the Company, if and when asked.
- 9.8 Prior to start of operation under this contract, the Contractor shall furnish the Company all necessary documents, as asked for, which may be submitted to Income Tax Authorities at the time of obtaining “No Objection Certificate” for releasing payments to the Contractor.
- 9.9 Corporate and personnel taxes on Contractor and their sub-contractor shall be the liabilities of the Contractor and Company shall not be responsible on this account.
- 9.10 All local taxes, levies and duties, sales tax, octroi, excise duty etc. on purchases/sales by the Contractor, its sub-contractor and agents shall be borne by the Contractor.

10.0 STATUTORY OBLIGATIONS AND SUBSEQUENTLY ENACTED LAWS:

- 10.1 The Contractor shall comply with all the statutory obligation of Government of India and State applicable at the Site and the Purchaser shall not be liable for any action of the statutes applicable due to non-fulfillment of statutory obligations by the contractor.
- 10.2 The Contractor shall give all notices and pay all fees required to be given or paid under any Central or State statute, ordinance or other law or any regulation or by-law of any local or other duly constituted authority in relation to the execution of the Work.
- 10.3 The Contractor shall conform and comply in all respects with the provisions of any statute, ordinance or laws as aforesaid and the rules, regulations or by-laws of any local or other duly constituted authority which may be applicable to the works or to any temporary works and with such rules and regulations of public bodies as aforesaid and shall indemnify the Purchaser against all penalties and liabilities of every kind for breach of any such statute, ordinance, law, rule, regulation or by-law.
- 10.4 Subsequent to the Bid Closing Date of the Tender, if there is a change in or enactment of any law or interpretation of existing law, which results in additional cost/reduction in cost to Contractor on account of the operation under the Contract, the Company/Contractor shall reimburse/pay Contractor/Company for such additional /reduced costs actually incurred.

11.0 WAIVERS AND AMENDMENTS:

It is fully understood and agreed that none of the terms and conditions of the Contract shall be deemed waived or amended by either party unless such waiver or amendment is executed in writing by the duly authorized agents or representatives of such party. The failure of either party to execute any right of termination shall not act as a waiver or amendment of any right of such party provided hereunder.

12.0 CONFIDENTIALITY:

- 12.1 Contractor agrees to be bound by professional secrecy and undertakes to keep confidential any information obtained during the conduct of services and to take all reasonable steps to ensure that Contractor's personnel likewise keep such information confidential.
- 12.2 This obligation shall be kept in force even after the termination date and until such information will be disclosed by Company.

13.0 NOTICES:

- 13.1 Any notice given by one party to other, pursuant to the Contract shall be sent in writing or by Fax or E-mail and confirmed in writing to the applicable address specified below :

COMPANY

DY.MANAGER(C&P)
OIL INDIA LIMITED
5TH FLOOR,IT TOWER
FC-24, SECOTOR-16A
NOIDA – 201 301
UTTAR PRADESH
Fax No. 0120-2488327
E-MAIL: corp_c&p@oilindia.in

CONTRACTOR

- 12.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

13.0 HEADINGS:

The headings of the clauses of the Contract are for convenience only and shall not be used to interpret the provisions hereof.

14.0 LIABILITY

- 14.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or subcontractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and or his Contractors or subcontractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agents, nominees, assignees, Contractors and subcontractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting therefrom.
- 14.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and / or of its Contractors or subcontractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents, nominees, assignees, contractors and sub-contractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.
- 14.3 The Contractor hereby agrees to waive its right to recourse and further agrees to cause his underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, contractors and subcontractors for loss or damage to the equipment of the Contractor and/or its subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.

- 14.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, contractors and subcontractors for injury to, illness or death of any employee of the contractor and of its contractors, subcontractors and / or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.
- 14.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, contractors or subcontractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or his contractors or subcontractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and / or its servants, agents, nominees, assignees, contractors and subcontractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss of damage and any suit, claim or expense resulting therefrom.
- 14.6 Neither Contractor nor its servants, agents, nominees, assignees, contractors, subcontractors shall have any liability or responsibility whatsoever to whomsoever or injury to, illness, or death of any employee of the Company and/or of its contractors or subcontractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of contractor and/or its servants, agents, nominees, assignees, contractors and subcontractors Company shall protect, defend indemnify and hold harmless contractor from and against such liabilities and any suit, claim or expense resulting therefrom.
- 14.7 The Company agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against contractor and / or its underwriters, servants, agents, nominees, assignees, contractors and subcontractors for loss or damage to the equipment of Company and/or its contractors or subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.
- 14.8 The Company hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against contractor and / or its underwriters, servant, agents, nominees, assignees, contractors and subcontractors for injury to, illness or death of any employee of the Company and of its contractors, subcontractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract.

15.0 CONSEQUENTIAL DAMAGE

- 15.1 Neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss of profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-contractors.

16.0 TERMINATION OF THE CONTRACT:

The Company (OIL) reserves the right to terminate the contract, any time with 30 days written notice without assigning any reasons whatsoever. The contractor will however be paid for the period of services rendered before termination.

17.0 WITH-HOLDING

- 17.1 Company may with-hold or nullify the whole or any part of the amount due to Contractor on account of subsequently discovered evidence in order to protect Company from loss on account of :

- (a) For non-completion of jobs assigned as per Section-V.
- (b) Contractor's indebtedness arising out of execution of this contract.
- (c) Defective work not remedied by Contractor.
- (d) Claims by sub-contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- (e) Failure of Contractor to pay or provide for the payment of salaries / wages, contributions, unemployment, compensation, taxes or enforced savings with-held from wages etc.
- (f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- (g) Damage to another Contractor of Company.
- (h) All claims against Contractor for damages and injuries, and / or for non-payment of bills etc.
- (i) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.
- (j) With-holding will also be effected on account of the following:
 - i) Garnishee order issued by a Court of Law in India.
 - ii) Income-tax deductible at source according to law prevalent from time to time in the country.
 - iii) Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws .

17.1.1 When all the above grounds for with-holding payments shall be removed, payment shall thereafter be made for amounts so with-held.

17.2 Notwithstanding the foregoing, the right of Company to withhold shall be limited to damages, claims and failure on the part of Contractor which is directly / indirectly due to some negligent act or omission on the part of Contractor relating to the Contractor's obligation on the Contract.

18.0 APPLICABLE LAW

The contract shall be deemed to be a contract made under, governed by and construed in accordance with the laws of India.

18.1 The Contractor shall ensure full compliance of various Indian Laws and Statutory Regulations, to the extent applicable, as stated below, but not limited to, in force from time to time and obtain necessary permits / licenses etc. from appropriate authorities for conducting operations under the Contract :

- a) The Minimum Wages Act, 1948.
- b) The Workmen's Compensation Act, 1923.
- c) The Payment of Wages Act, 1963.
- d) The Payment of Bonus Act., 1965.
- e) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed thereunder.
- f) The Employees Pension Scheme, 1995.

- g) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
 - h) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
 - i) Act related to Uttar Pradesh/Delhi Taxes.
 - j) Service Tax Act.
 - k) Customs and Excise Acts and rules framed thereunder
 - l) Motor Transport Workers Act 1961
 - m) Motor Vehicle Act 1988
- 18.2 For any violation of law, rules, statutory obligations/regulations etc. Contractor will be solely responsible. Company will not be responsible for the same by any means.

19.0 ASSIGNMENT AND SUB – LETTING:

The whole of the work included in the Contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part or share thereof / interest therein without the written consent of Oil India Limited. No undertaking shall relieve the Contractor from the full and entire responsibility.

20.0 FORCE MAJEURE:

Force Majeure means except or otherwise specified in the event of either party being rendered unable by force majeure to perform any obligations required to be performed by them under the Agreement, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which such cause lasts. The terms "Force Majeure" as employed herein shall include Acts of God, War, Revolt, Riots, Fire, Flood, illegal & unlawful Strikes, Bundhs, Sabotage, failure or destruction of roads, culverts or bridges over or on which Contractor's vehicle(s) is/are to travel. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby shall notify the other party in writing within 48(forty eight) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of his/her/their claim. The Force Majeure (Exemption) clause of International Chamber of Commerce (ICC Publication No. 421) will be applicable under this Contract.

21.0 INSURANCE

Contractor shall arrange comprehensive insurance to cover all risks in respect of their personnel, materials and equipment belonging to the contractor or its sub-contractor during the currency of the contract.

22.0 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 the Company and set off against any claim of the Company (or such other person or persons contracting through the Company) for payment of a sum of money arising out of this contract or under any other contract made by the Contractor/ with the Company (Or such other person or persons contracting through the Company).

23.0 ARBITRATION:

- 23.1 The Contractor and the Company shall make every effort to resolve amicably by direct informal negotiation any disagreement arising between them under or in connection with the agreement.

23.2 In the event of any disagreement or dispute arising in connection with execution of the Agreement which cannot be settled in an amicable manner between the Contractor and the Company, the matter shall be referred to arbitration. Such arbitration shall be governed by the provisions of the Indian Arbitration Act, 1996 as amended upto date by any statutory modification or reenactment thereof for the time being in force. Arbitration proceeding will be held in Delhi/Noida.

24.0 FURNISHING OF FRAUDULENT INFORMATION/DOCUMENT:

If it is found at any time that, a Bidder / Contractor has / had furnished fraudulent documents / information, the Bid Security / Performance Security shall be forfeited and the bidder / the party/the contractor shall be debarred for a period as per Company's policy from the date of detection of such fraudulent act, besides legal action.

(END OF SECTION - III)

SECTION – III

SCOPE OF WORK

Scope of work for Migration of all the computer hardware with accessories procured by OIL (as per Purchase Order 7906657) from FC-24, Noida to NBCC Centre, Okhla, New Delhi

Project Requirement: Oil India Limited's (OIL's) present Exploration and Development (E&D) Directorate Office is located at 5th Floor, FC-24, Sector-16A, Noida-201301. The E&D Directorate has a Datacentre along with its UPS system as its part. OIL is in the process of shifting its entire E&D Directorate office to a new premise located at NBCC Centre, Okhla, Phase – 1, New Delhi – 110020. All the computer hardware procured by OIL as per attached inventory in the present datacentre at 5th Floor, FC-24, Sector-16A, Noida-201301 (to be referred hereon as Old Site) has to be migrated to new Datacentre i.e. 5th Floor, NBCC Centre, Okhla Phase – 1, New Delhi – 110020 (to be referred hereon as New Site). OIL invites competitive bids from experienced and reputed vendors for carrying out the above supply of items and migration job on turnkey basis.

Inventory of Computer Hardware to be migrated (i.e site verification, De-installation, Packing, Transportation, Reinstallation and Commissioning) from old site to the new site.

Item No	Description	Serial Number	Qty.
1	HP 3PAR Service Processor	SGH4290BXR	1
2	HP 3PAR 7200 Storage	4C14306088	1
3	HP 8/24 SAN Switch	4C14306088	1
4	HP 8/24 SAN Switch	CZC426UXM9	1
5	HP DL580 G7 Server	SGH433MREP	1
6	HP DL580 G7 Server	SGH433MRER	1
7	HP DL580 G7 Server	SGH433MRES	1
8	HP DL360e Gen8 Server	SGH433MS9T	1
9	HP DL380p Gen8 Server	SGH433MS9V	1
10	HP StoreOnce 4700	SGH427Q001	1
11	HP MSL2024 Tape Library	MXA428Z00U	1
12	HP KVM Switch	5CW4311FCM	1
13	HP Network Switch A5120	CN45BYR0FZ	1
14	HP Network Switch A5120	CN45BYR0FY	1
15	HP V142 600MM PALLET RACK	CN84200005	
16	HP V142 600MM PALLET RACK	CN84160009	
17	HP V142 600MM PALLET RACK	CN84190026	
18	HP Z820 WS (Along with Dual Monitor, Keyboard and Mouse)	SGH443PBX5	1
19	HP Z820 WS (Along with Dual Monitor, Keyboard and Mouse)	SGH443PBX6	1
20	HP Z820 WS (Along with Dual Monitor, Keyboard and Mouse)	SGH443PBX4	1
21	HP Z820 WS (Along with Dual Monitor, Keyboard and Mouse)	SGH443PBX9	1
22	HP Z820 WS (Along with Dual Monitor, Keyboard and Mouse)	SGH443PBX2	1
23	HP Z820 WS (Along with Dual Monitor, Keyboard and Mouse)	SGH443PBX7	1
24	HP Z820 WS (Along with Dual Monitor, Keyboard and Mouse)	SGH443PBX3	1
25	HP Z820 WS (Along with Dual Monitor, Keyboard and Mouse)	SGH443PBX8	1

Item No	Description	Serial Number	Qty.
26	HP ZBOOK 17	CND4431LZ1	1
27	HP ZBOOK 17	CND4431LZ0	1
28	HP Design jet 7200 Plotter	MY4BP5900G	1
29	HP M750 DN Colour LaserJet Printer	CNAXG4P8W3	1
30	HP Colour LaserJet 6040MFP Printer	CNFXG2Q68S	1

Note :System Landscape for the old site which needs to be maintained at the New site is attached with this document.

Scope of Work:

1.0 Migration of the items from old site to the new site :

1.1 Site Verification Service :

- The successful bidder shall perform site verification before relocation of the items in the inventory

1.2 De-installation Service:

- The successful bidders have to physically de-install all the items in the inventory. The successful bidder must ensure that this job is done by OEM Personnel.
- The successful bidder has to do de-cabling with valid tags for identification

1.3 Packing

- Packing of Servers should be carried out by professional packers.
- All the items must be water-proof packed with 2 layers of card board sheet and bubble sheet.
- Wooden Crate Packing must be done on the top of the bubble sheet packing to ensure no damages to the items during transit.
- OEM Representative must supervise and ensure proper packing of equipment

1.4 Transportation (Mode : By Road)

- Loading and Unloading of all the items in the transport vehicle is the responsibility of the successful bidder. Lift may not be available for the same at either location. The successful bidder has to deploy sufficient manpower and machinery for the items to be carried to vehicle, loaded, unloaded and carried to the new site.
- Transportation of the items shall be done by the successful bidder ensuring that no mishandling of the items occur at the time of transport.

1.5 Unpacking

- The successful bidder has to do unpacking of the items once the same reaches to the new site for installation. Removals of debris have to be ensured by the successful bidder.

1.6 Reinstallation and Recommissioning

- The successful bidder has to ensure physical reassembly and reinstallation of the items without changing the earlier landscape, hostname and IP scheme. The successful bidder has to ensure that this job is done by OEM authorised Personnel. The bidder will be provided with rack-to-rack network connectivity on patch panel. However, network connectivity (both LAN and SAN) with patching, dressing and labelling have to be done by the successful bidder for achieving the landscape of the system.
- The successful bidders have to migrate all the accessories for each and every item. Any additional item (for e.g. Network Cable, Fibre Optic Patch Cord,etc.) that might be required to bring all the systems up and running with network connectivity as per system landscape have to be delivered and installed by the successful bidder.
- Before Powering ON the systems, bidder has to check and ensure that required power and cooling is available at the new site. The bidder must do all the checks as per OEM

recommended procedure for power availability. Powering ON the systems is the responsibility of the successful bidder. In case of non-availability of any infrastructure and power requirement which not in the scope of this tender, the bidder must immediately inform OIL.

- After powering ON the systems, the successful bidder has to ensure that the network connectivity is established and operating System is up in all the systems.
- The successful bidder needs to submit a re-installation report to OIL after successful completion of all the jobs.

Note: OIL's personnel will check all the migrated systems once these are powered ON at the new site. Once all the systems are working fine to the satisfaction of OIL, the project will be signed off.

2.0 Involvement of OEM: The bidder will arrange for back-to-back support with OEM for accomplishing the whole job as per the scope of work for this tender. Any support required for the jobs mentioned in this tender have to be arranged by the bidder from OEM.

Project Timeframe: Within 2 months of issue of LOA, OIL will inform the job start date to the successful bidder at least 15 days prior to actual start of the job. The bidder has to finish the job within 7 days after the job starts. This is to ensure computer hardware downtime not more than 7 days.

Note on Transit Insurance: Oil India Ltd will have transit insurance for items to be migrated. Any transit damages to the equipment will be claimed by Oil India Ltd. from insurance company.

Note on Availability of Lift : Lift may not available for Shifting of Large items such as Rack, Storage, etc. for both at New and Old Site. Hence successful bidder has to deploy sufficient manpower for the carrying job. Bidder may visit the site after consulting OIL and study the feasibility of migration work and decide on this accordingly.

SECTION – IV

SCHEDULE OF RATES

Price Bid Format :

Item no	Item/Service description	Price (INR)
1	<u>Migration of the computer hardware and Datacentre and Peak Centre</u>	

Signature of the vendor with seal

1.0 The above Total estimated Contract price of the services should be inclusive of all taxes and duties but excluding Service Tax.

2.0 Service tax component is to be indicated separately which will be borne by OIL at actual. The Service Tax liability shall be discharged by the bidder/contractor and claimed from Oil India Ltd as per actual. The Service Tax Registration no. and the applicable clause of the Service Tax Act under which Service Tax is paid shall be mentioned in the invoice.

SECTION- V

FORM OF BID SECURITY (BANK GUARANTEE)

To:

The Chief Manager (C & P) (E&D)
OIL INDIA LIMITED,
FC-24, 5th Floor, IT TOWER,
Sector-16A, NOIDA-201301 , INDIA

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their Bid No. _____ Dated _____ against OIL INDIA LIMITED, Noida, UP, India (hereinafter called the Company)'s IFB No. **CCI438L18** for hiring of (herein after called "the Bid) KNOW ALL MEN BY these presents that we (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "Bank") are bound unto the Company in the sum of (*) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.

SEALED with the common seal of the said Bank this ____ day of ____ 2017 .

THE CONDITIONS of these obligations are:

- (1) If the Bidder withdraws their Bid during the period of Bid validity specified by the Bidder; or
- (2) If the Bidder, having been notified of acceptance of their Bid by the Company during the period of Bid validity:
 - (a) Fails or refuses to execute the form of agreement in accordance with the Instructions to Bidders; or
 - (b) Fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

Or

- (3) If the Bidder furnishes fraudulent document / information in their bid.

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

This guarantee will remain in force up to and including the date (**) and any demand in respect thereof should reach the Bank not later than the above date.

The details of the issuing bank and controlling bank are as under :

A. Issuing Bank

1. Full address of the Bank:
2. E-mail address of the Bankers:
3. Mobile nos. of the Contact persons :

B. Controlling Office :

1. Address of the controlling office of the BG issuing banks :
2. Name of the contact persons at the controlling office with their mobile nos. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS _____

Name of Bank & Address _____

Witness _____

Address _____

(Signature, Name and Address)

Date: _____

Place: _____

* The Bidder should insert the amount of the guarantee in words and figures.

** Date of expiry of Bank Guarantee should be **minimum 30 days after the end of the validity period of the Bid.**

SECTION – VI

FORM OF PERFORMANCE BANK GUARANTEE

To:

The Chief Manager (C & P) (E&D)
OIL INDIA LIMITED,
FC-24, 5th Floor, IT TOWER,
Sector-16A, NOIDA-201301 , INDIA

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 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 date _____ (calculated at **3 months** after Contract completion date).

The details of the issuing bank and controlling bank are as under :

C. Issuing Bank

4. Full address of the Bank:
5. E-mail address of the Bankers:
6. Mobile nos. of the Contact persons :

D. Controlling Office :

3. Address of the controlling office of the BG issuing banks :
4. Name of the contact persons at the controlling office with their mobile nos. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Date Place _____

SECTION – VII

AGREEMENT FORM

This Contract is made on _____ day of _____ between Oil India Limited, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan in the State of Assam, India hereinafter called the "Company" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s. _____ (Name and address of Contractor), hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part.

WHEREAS the Company desires that Services _____ (brief description of services) should be provided by the Contractor as detailed hereinafter or as Company may requires.

WHEREAS, Contractor engaged themselves in the business of offering such services represents that they have adequate resources and equipment, material etc. in good working order and fully trained personnel capable of efficiently undertaking the operations and is ready, willing and able to carry out the said services for the Company as per **Section- II** attached herewith for this purpose.

WHEREAS, Company issued a firm Letter of Award No. _____ based on Offer No. _____ submitted by the Contractor against Company's Tender No. _____.

WHEREAS Contractor has accepted Company's Letter of Award vide their letter no. _____.

All these aforesaid documents shall be deemed to form and be read and construed as part of this Contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Award and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract

NOW WHEREAS, in consideration of the mutual covenants and agreements hereinafter contained, it is hereby agreed as follows –

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract referred to.
2. In addition to documents hereinabove, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:

- (a) Section-I indicating the General Conditions of Contract,
- (b) Section-II indicating the Terms of Reference/Technical Specifications,
- (c) Section-III indicating the Special Terms and Conditions
- (d) Section-IV indicating the Schedule of rates.

3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.

4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or

such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS thereof, each party has executed this contract at Noida/Delhi, India, as of the date shown above.

Signed, Sealed and Delivered,

For and on behalf of
Company (Oil India Limited)

For and on behalf of
Contractor(M/s._____)

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2

STATEMENT OF COMPLIANCE
(Only exceptions/deviations to be rendered)

SECTION (PAGE NO.)	CLAUSE NO. SUB-CLAUSE NO.	COMPLIANCE/ NON COMPLIANCE	REMARKS

(Authorised Signatory)

Name of the bidder_____

NOTE: OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/ deviations to the terms and conditions of the bid document, the same should be indicated as per above format and submit along with their technical bids. If the proforma is left blank or not submitted, then it would be construed that the bidder has not taken any exception/deviation to the terms and conditions of the bid document.

PROFORMA – J

PROFORMA LETTER OF AUTHORITY

To:

The Chief Manager (C & P) (E&D)
OIL INDIA LIMITED,
FC-24, 5th Floor, IT TOWER,
Sector-16A, NOIDA-201301 , INDIA

Sir,

Sub: OIL's Tender No. _____

We _____ confirm that Mr. _____ (Name and address) as authorised to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Tender Invitation No. _____ for hiring of services for _____.

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

Yours Faithfully,

Signature: _____

Name & Designation: _____

For & on behalf of: _____

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

AUTHORISATION FOR ATTENDING BID OPENING

To:
The Chief Manager (C & P) (E&D)
OIL INDIA LIMITED,
FC-24, 5th Floor, IT TOWER,
Sector-16A, NOIDA-201301 , INDIA

Sir,

Sub : OIL's IFB No. _____

We authorise Mr. /Mrs. _____ (Name and address) to be present at
the time of opening of the above IFB due on _____ at NOIDA on our behalf.

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

Note: This letter of authority shall be on printed letter head of the Bidder and shall be
signed by a person who signs the bid.

ANNEXURE-B

Guidelines to bidders for participating in OIL's e-Procurement tenders

Bid invitations (Tenders)

The details of e-Procurement tenders can be accessed from our e-Procurement site. <https://etender.srm.oilindia.in/irj/portal/>!

To view e-Procurement tenders you need to login using your login id & password to view all tenders available for you.

If you do not have a user id, please click on Guest login button to view available open tenders.

Pre-requisites to submit tenders on line through e-Procurement Portal

Bidders should have a valid User Id to access OIL e-Procurement site.

Bidders should have a legally valid Class 3 digital certificate with Organizations Name as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

Tender fee must have been paid, if applicable for the Bid Invitation. If Bidder is exempt from paying tender fee, Bidder must hold exemption from the Tender Officer.

Bidder should fulfill any other pre-requisites mentioned in the tender documents of a specific tender.

Obtaining User Id to access OIL e-Procurement site

Initially user id and password will be assigned to you.

Please send your updated mailing address with pin code, phone number, fax number and

email ID to the us at erp_mm@oilindia.in.

Bidders interested in a particular bid invitation should apply for user id at least 7 days prior to the last date mentioned (Last Date for Tender Fee Payment, if exists or Submission Deadline) in the bid invitation.

Instructions for obtaining Digital Certificate

In order to bid for OIL e-tenders all the vendors are required to obtain a legally valid digital certificate as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. (<http://www.cca.gov.in/>)

Steps for obtaining Digital Certificate

Visit the site of the licensed CA using internet browser.

Apply online for a class 3 digital certificate for the designated individual with organization name. Ensure the Digital Certificate is legally valid in India.

For making payment and submission of documents required for issue of the Digital Certificate, follow the instructions on the CA's website.

Use the class 3 Digital Certificate thus obtained for online bidding on OIL e-Procurement site.

Links to some licensed CA's are provided below

1. [TCS](#)
2. [Safescrypt](#)
3. [MTNL Trustline](#)
4. [\(n\)Code Solutions](#)
5. [e-mudhra](#)

Technical Settings

1. **Web Browser Supported:** Microsoft IE Ver 6.0 or higher recommended
2. **Java:** To view some of the components, you need to install Java Internet component JDK 5.0 from <http://java.sun.com/javase/downloads/index.jsp>
3. **Proxy:** If you are unable to access OIL e-Procurement site or Bid Documents, check if you are using proxy to connect to internet or if your PC is behind any firewall. Contact your system administrator to enable connectivity. Please note that standard Port for HTTPS (443) connectivity should be enabled on your proxy/firewall. Dial-up internet connectivity without Proxy settings is another option.
4. **Pop-ups:** Pop-ups should be enabled on OIL e-Procurement URL and Bid Documents URLs. This is required to view tender documents.
5. **Recommended Screen Resolution:** 1024 by 768 pixels.
6. **Internet Speeds:** If you are experiencing slow connectivity to OIL e-Procurement, then contact your system administrator/ISP provider for desirable speeds.
7. **Active-x controls:** Maintain the settings as described in Internet Explorer settings document to enable digital signature signing and verification.

Parameter	Value
Allow Script lets	Enable
Automatic prompting for ActiveX controls	Enable
Binary and script behaviors	Enable
Download signed ActiveX controls	Enable
Download unsigned ActiveX controls	Enable
Initialize and script ActiveX controls not marked as safe	Enable
Run ActiveX controls and plug-ins	Enable
Script ActiveX controls marked safe for scripting	Enable
Use Pop-up Blocker	Disable

8. **Digital signature client SW/component :** To use Digital Signature, a client level Software is required. This is third party software from Safescrypt. This is installed automatically, once you start working on OIL's e-procurement system. A popup will come before it starts installation. You need to ensure you have administrative rights on the PC or the laptop. This installation is one time activity for a PC or Laptop.
9. **Please go through OIL's e – Portal / Website before uploading your bids for updated information regarding participation requirements and procedure for OIL's e – tenders.**

Public Procurement Policy for Micro and Small Enterprises (MSEs)

Government of India, vide Gazette of India no.503 dated 26.03.2012 has proclaimed the Public Procurement Policy on procurement of goods and services from Micro & Small Enterprises (MSEs) by all Central Ministries/Departments/PSUs for promotion and development of Micro and Small Enterprises. In accordance with the provisions of the said policy, OIL has implemented following policy on procurement of goods and services:

- i) Issue of tender documents to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD / Bid Security.

i) Purchase Preference for Goods Purchase Tenders:

In case, participating Micro and Small Enterprises, quoting price within price band of L1 + 15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprises and such Micro and Small Enterprises shall be allowed to supply up to 20% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared equally subject to matching the L1 price.

The government vide office memorandum no. 21(1)/2014-MA dated 12.02.2015 have intimated that in the situation of L-1+15% and subsequent matching of L-1 price, CPSUs may take more than 20% supplies from micro and small enterprises as per their previous procurement pattern on case to case basis for which the Ministry has no objection.

Further, out of above 20%, 4% (20% of 20%) shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs.

The MSEs owned by SC/ST entrepreneurs shall mean:

- a) In case of Proprietary MSE, proprietor(s) shall be SC/ST.
- b) In case of Partnership MSE, the SC/ST partners shall be holding at least 51% share in the unit.
- c) In case of Private Limited Companies, atleast 51% share is held by SC/ST. If the MSE is owned by SC/ST entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

In case tendered item is not split able or non-dividable, OIL reserves the right to place order for supply of 100% quantity to lowest eligible MSE subject to matching of L1 price amongst the MSEs qualifying for 15% Purchase preference.

- ii) Purchase Preference for Service Contract Tenders: In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE. In case of more than one such MSE qualifying for 15% purchase preference, the Contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.
- iii) Documents Required to be submitted by MSEs: In case bidder is a Micro and Small Enterprise under the Micro, Small and Medium Enterprises Development Act 2006, the bidder shall submit the following:
 - a) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME.
 - b) If the MSE is owned by SC/ST entrepreneurs the bidder shall furnish appropriate documentary evidence in this regard.

However, If the bidders do not submit the valid registration certificate issued by the authorities as above and indicating the category of services & enterprises and the monetary limit for which they are registered, along with their bids (Technical), the bidders will not be entitled for the exemption and any preference admissible in the Public Procurement Policy (PPP), 2012.

- iv) If against an order placed by OIL, successful bidder(s) (other than Micro /Small Enterprise) is procuring materials / services from their sub-vendor who is Micro or Small Enterprise registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME, with prior consent in writing from OIL, the complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid MSE registration certificate, Contact No., details of material and value of procurement made etc.) of the sub-contractor(s) shall be furnished by the successful bidder at the submission of invoice/ bill

