

Limited e-Tender No. SLI7381 L18 Dated 09.03.2018

This e-tender for "Supply of toner and ink Cartridges for HP Printers installed at OIL's office premises at Sector-16A, NOIDA, and NBCC Centre, Okhla Phase-I, New Delhi" as and when required basis through an Annual Rate Contract has been issued to the following HP Authorised Partners:

S.no	Name of Party	Address
1	Perfect Innovative computers Pvt Ltd	G-8/31 /Indira Deep Building, Wazirpur, Commercial Complex, Wazirpur Delhi
2	Libra Sales Enterprises	G-5 & M-305, ABC Complex, 20- Veer Savarkar Block, Shakarpur, Vikas Marg, Delhi-110092
3	S.P. Uppal & Co.	32/28 West Patel nagar, Delhi-110008
4	Prateek Computer Peripherals	3032/7 Qaziwara, Daryaganj, New Delhi-2
5	Shiva Enterprises(I)	H-57, Jyoti Nagar (West), Delhi-110094
6	Shakti Marketing Associates	27, Jain Mandir Market Complex, South Extension Part-II, New Delhi - 49
7	Vijay Stationery Mart	4 E/5, Jhandewalan Extension, Delhi - 110055
8	Softlabs Solutions	139 gr. Floor Mohammadpur, Nr. Bhikaiji kama place, New Delhi-110068
9	SUBHA TECHNICAL SERVICES PVT LTD	305, IDEAL HOUSE, 69, NEHRU PLACE, NEW DELHI-110019
10	M/S D. D. ENTERPRISES	A-99, JFF COMPLEX, RANI JHASI ROAD, NEW DELHI-110055

However, any other party interested to participate in the tender may apply on or before 22.03.2018 till 5.15 PM to Chief General Manager (C&P), Oil India Limited, Plot No. 19, Sector-16A, NOIDA - 201201 (U.P). Such interested party will be allowed to participate in the tender through OIL's e-Procurement portal subject to receipt of their application with following details within above timeline:

1. Name & Address
2. E-mail ID
3. GSTN details



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

Plot No. 19, Sector 16A,
Noida - 201301, U.P.
Phone: 0120 - 2419000
Fax: 0120 - 2488310
E-mail: oilindia@oilindia.in
corp_c&p@oilindia.in

Web Site: www.oil-india.com

SECTION - I

FORWARDING LETTER

Oil India Limited (OIL), a Govt. of India Enterprise, invites quotations through its online e-procurement portal, from experienced and competent domestic bidders for **Supply of toner and ink Cartridges for HP Printers installed at OIL's office premises at Sector-16A, NOIDA, and NBCC Centre, Okhla Phase-I, New Delhi as and when required basis through an Annual Rate Contract.**

Bidders are requested to submit their most competitive bids well before the scheduled Bid Closing date and time complete in all respect in accordance with the following details and enclosed Sections of the Tender Document:

1.0 BRIEF DETAILS:

Item Description	Particulars
Item Description:	Supply of toner and ink Cartridges for HP Printers installed at OIL's office premises at Sector-16A, NOIDA, and NBCC Centre, Okhla Phase-I, New Delhi as and when required basis through an Annual Rate Contract.
Tender No. & Date	SLI7381L18 dated 09.03.2018
Type of tendering	Indigenous Limited Tender under Single Stage Composite Bid system
Tender Document	The Tender Document comprises of following Sections, Appendix & Proforma including this Forwarding Letter: SECTION-I : FORWARDING LETTER SECTION-II: General Terms & Conditions SECTION-III: Scope of Work & Technical Specifications SECTION-IV: Bidding Format SECTION-V: Bid Rejection Criteria / Bid Evaluation Criteria ANNEXURE-A : Public procurement policy for MSEs Purchase ANNEXURE-I : Preference Policy-linked to Local Content ANNEXURE-II : Integrity Pact Proforma ANNEXURE-III : Sample Authorization letter PROFORMA-I : Statement of Non-Compliance PROFORMA-II : Bid Security Form PROFORMA-III : The Performance Security Form

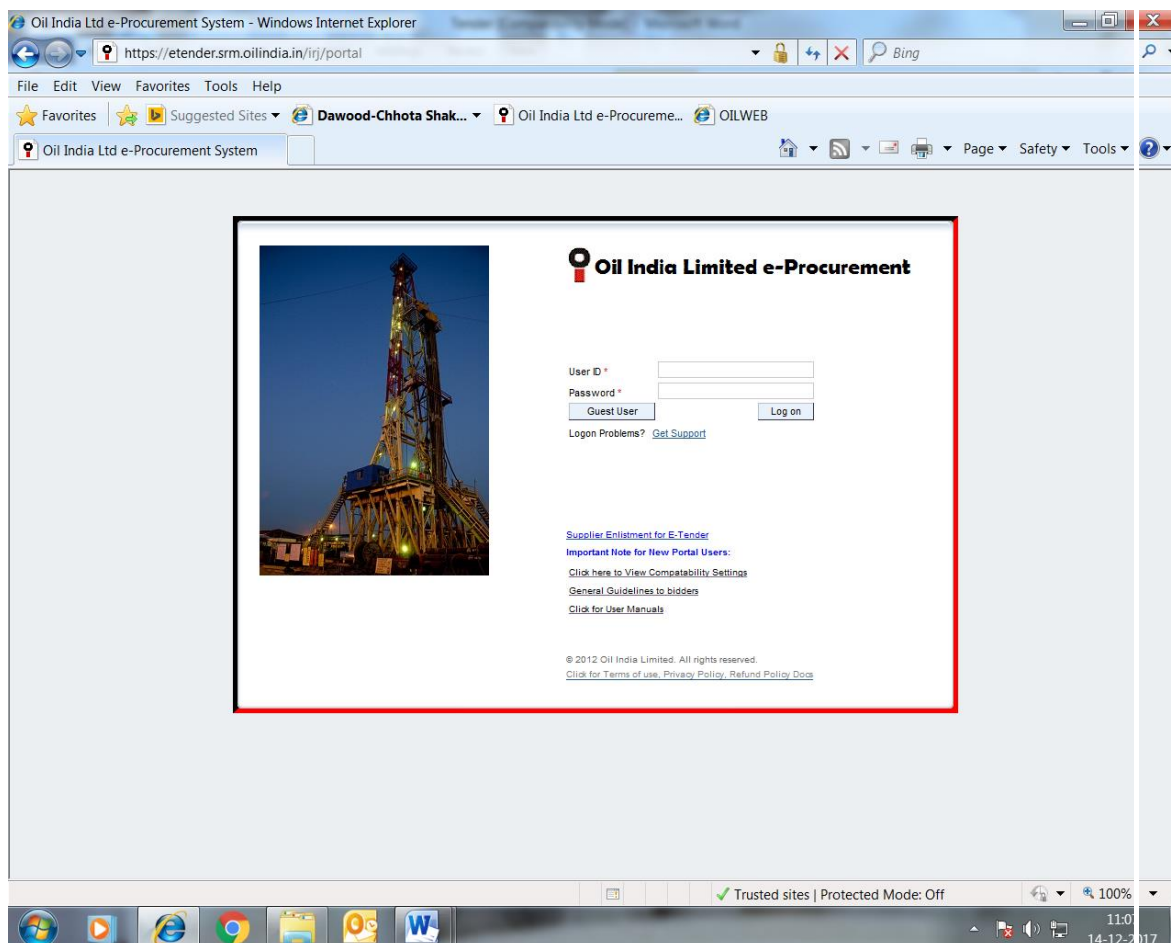
	PORFORMA-IV :Certificate of Annual Turnover and Net worth PROFORMA-V :Commercial Checklist PROFORMA-VI :Technical Checklist PROFORMA-VII : Authorization letter for Bid Opening
Bid Closing Date & Time	:27.03.2018 till 14.00 Hrs.
Bid Opening Date & Time	:27.03.2018 at 15.00Hrs
Bid to be submitted	: Through OIL's e-procurement portal https://etender.srm.oilindia.in/irj/portal
Bid Opening Place	: Chief General Manager(Contracts & Purchase) OIL House, Plot No. 19, Sector-16A, NOIDA 201 301, UTTAR PRADESH.
Bid Validity	:Bids shall remain valid for 90 days from the bid closing date.
Bid Security Amount (EMD)	: Rs.1,09,100.00 (non-interest bearing) The Bid Security can be submitted in the form of - Bank Guarantee (in specified format) issued by any schedule Indian Bank or any branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank. - Demand Draft / Bankers Cheque drawn in favour of Oil India Limited and payable at Noida / New Delhi - Alternately, Bid Security can also be paid through the online payment gateway against this tender. - In case of bidder(s) submitting Bid Security in the form of Bank Guarantee, the original hard copy of Bid Security should reach the above office of Chief General Manager (Contracts & Purchase) by 02.00 PM (IST) on the bid closing/opening date otherwise bid will be rejected. - A scanned copy of Bid Security document should also be uploaded along with the Un-priced Techno-Commercial Bid documents. - No other mode of payment will be accepted by the Company. - The Bid Security shall not earn any interest to the bidder from the Company. - Any offer not accompanied with the Bid Security shall be treated as invalid and summarily rejected.

Performance Security	:8% of Order value excluding taxes payable by OIL in addition to retention of EMD
Duration of Rate Contract	: 1(one) year.

- 2.0 Bidders interested to participate in the subject e-Tender can also send their application showing full address, e-mail ID, Contact No., GSTN details to following Address for issue of USER ID & PASSWORD:

Chief General Manager (C&P)
Oil India Limited
Plot No. 19, Sector-16A,
NOIDA - 201201(U.P)

- 3.0 Vendors already having USER ID / PASSWORD for e-tender portal of OIL can directly submit their e-bid.
- 4.0 All corrigenda, addenda, amendments, time extension, etc. to the tender will be hosted on OIL website only. Prospective bidders are requested to regularly visit the website to keep themselves updated.
- 5.0 This tender is invited under SINGLE STAGE COMPOSITE BID SYSTEM. The bidders are required to submit their both the 'TECHNICAL' and 'PRICE' bids through electronic form in OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specification of the tender. The Price Bid shall be quoted as specified in the 'BIDDING FORMAT' attached under 'Notes and Attachments' tab in the main bidding engine of OIL's e-Tender portal. The price quoted in the 'Bidding Format' will only be considered for evaluation. Detailed Guidelines to bidders for participating in OIL's e-Procurement tenders are given e-portal. Screen shot of the main login page of OIL's e-Procurement Portal is given below in this regard:



- 6.0 In order to participate in OIL's E-tenders, Bidders are advised in their own interest to kindly go through the following documents, in addition to others, available under "User Manual" in the main login page of OIL's E-tender Portal:
 - a) Guidelines to Bidders for participating in OIL.pdf
 - b) New Instruction to Bidder for submission.pdf
- 7.0 The details of Bid Document can be view using "Guest Login" provided in the main login page of the E-Procurement portal.
- 8.0 Online Bids should be submitted latest by 14:00 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 Chief General Manager(C&P) in the presence of authorized representative of the bidders.
- 9.0 The bid and all uploaded documents must be digitally signed using Digital Class III (Organization) along with Encryption 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.
- 9.1 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 Organization Name and Encryption Certificate, the bid will be rejected.

- 9.2 Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employee.
- 9.3 The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.

SPECIAL NOTE:

Please note that all tender forms and supporting documents are to be submitted through OIL's E-procurement site only except following documents which are to be submitted manually in sealed envelopes super scribed with Tender No. and Due Date to the Chief General Manager(C&P), Oil India Limited, Plot No.-19, Sector-16A, NOIDA-201301, Uttar Pradesh

a) Original Bid Security (Only in case of Bidder(s) submitting Bid Security in the form of Bank Guarantee /DD/ Banker's cheque)

A scanned copy of Bid Security should also be uploaded along with Un-priced Techno-commercial Bid.

b) Any other Document required to be submitted in original as per Tender Requirement

Scanned copy(s) of the same should also be uploaded along with the Un-priced Techno-commercial Bid.

10.0 INTEGRITY PACT:

OIL shall be entering into an Integrity Pact with the bidders as per the format enclosed as ANNEXURE-II of the tender document. Each page of this Integrity Pact Proforma has been duly signed by OIL's Competent Signatory. The Proforma has to be uploaded by the Bidder (along with the Technical Bid) duly signed by the same Signatory who sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.

10.1 NAME OF INDEPENDENT EXTERNAL MONITOR:

Independent External Monitor (IEM) for OIL to oversee implementation of Integrity Pact are:

1. SHRI RAJIV MATHUR, IPS (Retd.),
Former Director, IB, Govt. of India
E-mail Id : rajivmathur23[at]gmail[dot]com
2. SHRI SATYANANDA MISHRA, IAS(Retd.)
Former Chief Information Commissioner &
Ex-Secretary, DOPT, Govt. of India
E-mail Id : satyanandamishra[at]hotmail[dot]com
3. SHRI JAGMOHAN GARG,
Ex-Vigilance Commissioner, CVC
e-Mail id: jagmohan.garg@gmail.com

11.0 For technical support on various matters viz. Online registration of vendors, Resetting of Passwords, submission of online bids etc. vendors should contact OIL's ERP MM Dept. at Duliajan, Assam at following:

Tel Nos. = 0374-2807178 / 0374-2804903; Email id = erp_mm@oilindia.in

Office Timing: 07.00 AM-11.00AM & 12.30PM -3.30PM (From Monday to Friday)
: 07.00AM ñ 11.00AM (on Saturday)

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

Yours faithfully,
OIL INDIA LIMITED

(Anurag Gohain)
Chief Manager (Materials)
Mob: 9810486579
For Chief General Manager (C&P)
For Chairman & Managing Director

S E C T I O N II

GENERAL TERMS AND CONDITIONS

APPLICABLE TO BOTH OPEN AND LIMITED INDIGENOUS e- TENDERS

(Please refer to ANNEXURE-A for subsequent amendment of General Terms & Conditions for Indigenous Tenders)

1.0 **TRANSFERABILITY OF BID DOCUMENTS:**

- 1.1 The Bid documents are non-transferable. The bid can only be submitted in the name of the bidder in whose name the bid document has been issued.
- 1.2 Unsolicited offers will not be considered and will be straightway rejected.
- 1.3 Employees of Oil India Limited are prohibited from quoting and also from getting others to quote on their behalf.

2.0 **COST OF BIDDING:**

- 2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid and OIL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

3.0 **AMENDMENT TO BIDDING DOCUMENTS:**

At any time prior to the bid closing date, OIL may for any reason, whether at its own initiative or in response to clarifications requested by the prospective bidder(s), modify the bidding document by amendment(s). All prospective bidders who have received the bidding documents will be notified of the amendments in writing.

4.0 **CONTENTS OF OFFERS:**

- 4.1 Offer should be in English and the bidders are required to indicate both Ex-works as well as FOR Destination price by road. **The Price Schedule shall be furnished by the bidder as per Bidding Format of the tender document.** The prescribed format should have clear mention whether quoting for any item or not. When any item is not being quoted by the Bidder, the corresponding space should be filled up by the words "Not Quoting". The Price Schedule shall be complete and free from ambiguity, change or interlineations.
- 4.2 OIL reserves the right to place order on FOR (dispatching station) or FOR (destination) terms. Offered rates should be kept firm through delivery/dispatch.
- 4.3 **EXCISE DUTY:** (Ceases to exist with effect from 01.07.2017 post implementation of GST)

- ~~4.3.1 Excise Duty, if any, should be quoted either as 'extra' or as inclusive as the case may be. The Seller, if happens to be a Supply House, should not quote 'Excise Duty' as extra.~~
- ~~4.3.2 SSI Unit availing slabs rate of turnover for duty structure should specify the maximum Excise Duty levies against the order at the time of delivery, if order is placed on them.~~
- ~~4.3.3 Bidders, who are manufacturers, should indicate the rate of Excise Duty, if any, separately for all quoted items.~~
- ~~4.3.4 Any benefit/concession/exemption involved should be spelt out clearly by the bidders. In case such information is not furnished in the Bid, the offer will be loaded with the maximum amount of Excise duty applicable for the item for evaluation purpose. However, OIL reserves the right to place the order based on the excise duty indicated in the Bid which will be binding on the Bidder.~~
- ~~4.3.5 Bidder should indicate the following in their offer:~~
- ~~— a) Address of the factory from where the goods will be dispatched.~~
 - ~~— b) Chapter, Heading and Sub heading of the Excise tariff for the material offered.~~

4.4 INDIRECT TAXES / GST

- 4.4.1 For the purposes of levy and imposition of GST, the expressions shall have the following meanings:
- a) GST - means any tax imposed on the supply of goods and/or services under GST Law.
 - b) Cess ñ means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017.
 - c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.
- 4.4.2 The rates quoted by the bidders shall be exclusive of all taxes, duties and levies. Bidders are required to provide separately the rate and amount of all types of taxes, duties and levies. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have right to recover the difference in case the rate of duty/ taxes finally assessed is on the lower side. Further, for the purpose of this contract, it is agreed between the parties that if Goods and Services Tax introduced during the tenure of this contract / agreement then the bidders have to clearly show the amount of GST separately in the Tax Invoices. Further, it is the responsibility of the bidders to make all possible efforts to make their accounting /IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
- 4.4.3 Offers without giving any of the details of the taxes as specified above will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates or amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder

emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order will be binding on the bidder.

- 4.4.4 Bidders are required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profiteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the bidders should confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the bidders to ensure that the intended benefits of GST have been passed on to OIL.
- 4.4.5 Bidders agree to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and / or services covered in the instant contract like raising of and /or acceptance or rejection of credit notes / debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by OIL in the customized format shared by OIL in order to enable OIL to update its database etc. that may be necessary to match the invoices on GSTN common portal and enable OIL to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.
- 4.4.6 In case Input Tax Credit of GST is denied or demand is recovered from OIL by the Central / State Authorities on account of any non-compliance by bidders, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify OIL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. OIL, at its discretion, may also withhold / recover such disputed amount from the pending payments of the bidders.
- 4.4.7 GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.

4.5 **OTHER TAXES & LEVIES:**

- 4.5.1 All taxes and statutory levies except GST for the services including installation/commissioning, Training etc. shall be to the Bidder/Seller's account. GST applicable on the value of the Services rendered by the Bidder/Seller in connection with installation/commissioning, training etc. shall be to Company's account. However, the Company will deduct income tax at source as per Indian Income Tax Act and other taxes as applicable under law.
- 4.5.2 Seller/Contractor shall be responsible for and pay the personal taxes, if any, for all the personnel deployed. The Seller/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 manpower / sub-contractor or other contracts awarded to other parties.

4.6 STATUTORY VARIATION:

Any statutory variation (increase/decrease) in the rate of excise duty/sales tax/Customs Duty or any statutory levy after the closing date of tenders/revised priced bid, as the case may be, but within the contractual delivery/completion period will be to the account of OIL subject to documentary evidence. However, any increase in excise duty/sales tax/Customs Duty or any statutory levy after the expiry of the scheduled date of delivery shall be to the supplier's account.

4.7 THIRD PARTY INSPECTION (When specifically called for in the tender):

- 4.7.1 All inclusive charges for Third Party Inspection must be indicated separately.
- 4.7.2 Offers without any mention about Third Party Inspection charges as specified above will be considered as inclusive of Third Party Inspection charges. When a bidder mentions Third Party Inspection charges as extra without specifying the amount, the offer will be loaded with maximum value towards Third Party Inspection charges received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, Third Party Inspection charges mentioned by OIL on the Purchase Order will be binding on the bidder.

4.8 SAMPLES (When specifically called for in the tender):

- 4.8.1 Bidder shall submit Samples of requisite quantity whenever called for. Each sample shall be sealed and have a card affixed indicating
 - a) Bidder's name, address, contact Telephone No. & Email address
 - b) Tender No. and Bid Closing Date
 - c) Product Name
 - d) Item No. of the tender
- 4.8.2 Sample must be received on or before the Bid closing date failing which the will be rejected. The unsuccessful bidder should take back the sample submitted within 90 days time from the date of bid closing, failing which OIL would not have any responsibility towards safe custody of the sample.
- 4.8.3 Bidders who have been exempted from submission of tender sample through specific communication from OIL, need not submit any sample. However, they will be required to enclose a photocopy of the exemption letter along with their bid failing which their offers will be liable to be rejected.

4.9 TRAINING (When specifically called for in the tender):

- 4.9.1 Bidders shall indicate cost for training OIL's personnel separately whenever called for.
- 4.9.2 For training at Bidder's premises, only the training fee should be indicated by the Bidder. All charges towards to & fro fare, boarding/lodging and daily expenses etc. for OIL's personnel shall be borne by OIL.

4.9.3 For training at OIL's premises, the Bidder should quote training charges which should be inclusive of all charges of their personnel viz. to and fro air fares, boarding/lodging expenses and daily expenses etc. for the entire period. Local transport for commuting to the site at the place of training will be provided by OIL.

4.10 **INSTALLATION AND COMMISSIONING** (When specifically called for in the tender):

4.10.1 In the event installation and commissioning of the item by the technical experts of the bidders is involved, the charges thereof should be quoted separately which should be inclusive of to and fro air fares, boarding/lodging & daily expenses of the bidder's technical personnel amongst others. Bidders shall also indicate in their offer the total expected time required for installation/commissioning of the items.

4.10.2 Offers without any mention about installation/commissioning and Training charges will be loaded with maximum value towards installation/commissioning and Training charges received against the tender for comparison purposes.

4.11 **DISCOUNT**

Prices should be quoted net of discount by the bidders. However, unconditional discount of any type, indicated separately, will be taken into account for evaluation purpose. Conditional discount will not be considered for evaluation purpose. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the Order price.

4.12 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

4.13 **BIDDERS SHOULD OFFER FIRM PRICES:**

Offered prices shall be both in figures and words and in case of any discrepancy between these two, the prices indicated in words will only be considered.

4.14 **CHANGE IN QUANTITY:**

OIL reserves the right to increase / decrease the quantity at the time of placement of order up to +/- 20%. It will be obligatory on the part of the Bidder to supply ordered quantity at the offered rates. The bids, however, shall be evaluated based on the tendered quantity to decide the inter-se ranking of the bidder.

4.15 **TECHNICAL LITERATURE:**

Relevant technical literature must be submitted along with the offer whenever called for without which the offer would be liable to be rejected.

4.16 **DELIVERY:**

Offers should be for delivery at site as indicated, with firm delivery date. If delivery is not specifically indicated by the bidders, it will be construed that the delivery quoted is as per delivery indicated in our enquiry and will be binding on the bidder. The delivery will be counted from the date of receipt of the letter of intent/order by the successful bidder.

4.17 **VALIDITY:**

Offers must be valid for acceptance for the minimum period of 90 days, unless otherwise specified, counted from the Bid Closing Date as indicated in the covering page. Offers without the minimum validity period will be rejected. In the absence of any categorical mention regarding validity of the offer, it will be construed that the offer is valid as called for in the covering page and it will be incumbent on the bidders to accept order, if any, when placed within such validity.

4.18 **VAGUE AND INDEFINITE EXPRESSIONS:**

Any vague and indefinite expressions such as "Subject to prior sale", "Prices ruling at the time of dispatch", "Subject to availability of materials" etc. will not be considered.

4.19 **WITHDRAWAL OF OFFERS BY BIDDER:**

In case any bidder withdraws their bid within the bid validity period, Bid Security (wherever applicable) will be forfeited and the party will be debarred for a period as per Banning Policy of OIL.

4.20 **CANCELLATION OF TENDER –REFUND OF TENDER FEE/ BID SECURITY :**

In the event, a particular tender is cancelled the tender fee will not be refunded. In case the tender is cancelled and refloats, tender will be issued free of cost to the bidders who purchased against cancelled tender.

4.21 **FURNISHING FRAUDULENT INFORMATION / DOCUMENT :**

If it is found that a bidder has furnished fraudulent document/information, the bid security/Performance Security (wherever applicable) shall be forfeited and the party will be debarred for a period as per company's Banning policy from date of detection of such fraudulent act, besides the legal action.

4.21 **BACKING OUT BY BIDDER AFTER ISSUE OF LETTER OF AWARD**

In case the bidder does not accept the LOA / Purchase order issued within validity of their offer, the bid security (wherever applicable) shall be forfeited and the firm shall be debarred for a period as per Banning Policy of OIL India Limited available in OIL's website www.oil-india.com.

5.0 **CLARIFICATION IN RESPECT OF INCOMPLETE OFFERS:**

Prospective bidders are advised to ensure that their bids are complete in all respects and conform to OIL's terms, conditions and bid evaluation criteria of the tender. Bids not complying with OIL's requirement may be rejected without seeking any clarification.

6.0 **BID SECURITY:**

(NOTE: This clause is applicable only in case of tenders wherever specifically mentioned.)

6.1 All the Bids must be accompanied by Bid Security (wherever applicable) for the amount as mentioned in the Forwarding letter and shall be in the prescribed format (PROFORMA -II) in one of the following forms:

i) A Bank Guarantee from any schedule Indian Bank or any branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank. The Bank Guarantee shall be valid for 120 days from the scheduled bid closing date and shall be enforceable at Noida/Delhi.

ii) Demand Draft / Bankers Cheque drawn in favour of Oil India Limited and payable at Noida / New Delhiany scheduled Indian Bank.

iii) Alternately, Bid Security can also be paid through the online payment gateway against this tender.

Note: In case of extension of bid closing date against any tender where a bidder has already submitted his bid with requisite bid security within the original BC date, such bidders will be asked to confirm extension of their bid security after opening of the bids. Offers from such bidders will be considered if they extend bid security for the corresponding period of extension of BC date upon request from OIL.

6.2.1 The bidders will have to submit the Bank Guarantee from any of the scheduled Indian banks and on non - judicial stamp paper of requisite value, as per the Indian Stamp Act, purchased in the name of the issuing banker.

6.2.2 The Bank Guarantee issued by a Bank amongst others must contain the following particulars of such Bank:

- (a) Full Address
- (b) Branch Code
- (c) Code Nos. of the authorized signatory with full name and designation
- (d) Phone Nos./Fax Nos./E-mail address

6.2.3 In case, any such Bid Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the signatures of fake official of the Bank, the bid submitted by the concerned bidder shall be rejected forthwith and the bidder shall be debarred from participating in future tenders.

6.3 Any bid not accompanied by a proper Bid Security (in Original) in conformity with Clauses 6.1 and 6.2.1 will be rejected outright without any further reference.

- 6.4 The Bid Security of the unsuccessful bidders will be returned after finalization of tender whereas the Bid Security of the successful bidder will be discharged on such bidder's furnishing the Performance Security to OIL in the prescribed format against the Purchase Order secured by the bidder within the stipulated time frame. The successful bidder will however, ensure the validity of the Bid Security till such time the Performance Security in conformity with Clauses 7.0 below as the case may be, is furnished.
- 6.5 The bidders will extend the validity of the Bid Security, if and whenever specifically advised by OIL, at the bidder's cost.
- 6.6 Bid Security will not accrue any interest during its period of validity or extended validity.
- 6.7 The Bid Security (wherever applicable) will be forfeited:
- a) If a bidder withdraws his bid during the period of validity of bid or any extension thereof duly agreed by the bidder,
 - OR
 - b) If the successful Bidder do not accept the order or fails to furnish the Performance Security within 15 days of placement of order or before the expiry of Bid Security (unless extended), whichever is earlier.
 - OR
 - c) If a bidder furnished fraudulent document/information in their bid.
- 6.8 **Exemption of Bid Security:** (Please refer to Para 3(ii) of ANNEXURE-A in this regard)
- 6.8.1 ~~Small Scale Units registered with NSIC/Directorate of Industries are exempted from submitting bid security provided they submit an attested copy of their valid registration with Corporation / directorate of Industries which indicates the category of items being tendered for and if the total tender value is less than the monetary limit for which the unit is registered. Documentary evidence of the monetary limits should be enclosed without which the bidder will not be entitled for exemption.~~
- 6.8.2 Public Sector undertakings are exempted from submitting Bid Security.
- 7.0 **PERFORMANCE SECURITY:**
- (NOTE: This clause is applicable only in case of tenders wherever specifically mentioned.)
- 7.1 The successful bidder shall furnish the Performance Security in the prescribed form herewith within 15 days of the receipt of Letter of Intent / order / LOA / Contract failing which OIL reserves the right to cancel the order / contract and forfeit the Bid Security. Bidders should undertake in their bid to submit Performance Security as stated above.
- 7.2 In the event of Seller's/Bidder's failure to discharge their obligations under the Contract, the Performance Security shall be encased and the proceeds thereof shall be forfeited without any further reference to the Seller/Bidder.

- 7.3 The Performance Security shall be denominated in the currency of the contract and shall be in **the form of a Bank Guarantee in the prescribed format (PROFORMA-III)** 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 accepted. Bank Guarantees 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 Seller. 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.
- 7.4 The Bank Guarantee issued by the Bank amongst others must contain the following particulars of the Bank:
- (a) Full Address
 - (b) Branch Code
 - (c) Code Nos. of the authorized signatory with full name and designation
 - (d) Phone Nos./Fax Nos./E-mail address
- 7.6 In case, the Performance Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the signatures of fake official of the Bank, the LOI/Purchase Order issued/placed on the Supplier shall be treated as cancelled forthwith and the bidder shall be debarred from participating in future tenders. Further, the Bid Security submitted by such Supplier shall be invoked without any further reference.
- 7.7 The Bank Guarantee shall be enforceable at NOIDA/DELHI or as specified in the order.
- 7.8 Performance Security shall be valid for 90 days beyond contract period/duration and applicable warranty/guarantee/defect liability period (if any). The validity requirement of Performance Security specified in the main order is assuming dispatch within stipulated delivery period. In case of any delay in dispatch, validity of the Performance Security is to be extended suitably as aforesaid.
- 7.9 Performance Security will be discharged by the Purchaser and returned to the Seller, within 30 days of its expiry of validity including any extension sought thereof in case of no claim on seller by the purchaser.
- 7.10 Performance Security amount will not accrue any interest.
- 7.11 **Exemption of Performance Security:** (Please refer to Para 5.0 of ANNEXURE-A in this regard)
- 7.11.1 ~~Small Scale units registered with NSIC/Directorate of Industries are exempted from submitting Performance Security if the order/contract value is less than the monetary limits for which the firm is registered. In absence of monetary/quantity limit in the NSIC/Directorate of Industries certificate, bidders should submit Capacity Assessment Certificate issued by concerned NSIC/District Industries Centres. Otherwise the unit will not be eligible to avail exemption for Performance Security.~~

7.11.2 The bidders will extend the validity of the Performance Security, if and whenever specifically advised by OIL, at the Bidder/Seller's cost.

8.0 **DOCUMENTS COMPRISING THE BID:**

The bid prepared by the bidder shall comprise the following components, duly completed:

- a) Technical Bid as per scope of work, Technical Specifications & List of Materials as per SECTION-III
- b) Technical & Financial BRC Form with Documentary evidence in accordance with the Bid Rejection Criteria (BRC) as per Section-VI.
- c) Statement of compliance as per Proforma I, enclosed.
- d) Price bid as per the bidding format provided in Section V.
- e) Price list for Bill of Material as per Annexure-II
- f) Bid must accompany necessary literature/catalogue of the equipment as well as of the spare parts catalogue thereof, wherever required.
- g) Authorization letter for attending Tender Opening (Refer APPENDIX-I)
- h) Bid Security, wherever required.
- i) Confirmation about the Performance Security, wherever required
- j) Integrity Pact Form, wherever required.

9.0 **SUBMISSION OF OFFER:**

9.1 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. Please refer to OIL's e Tender Portal / Website before uploading your bids for updated information regarding requirements, guidelines and procedure for submission of offers in OIL's e tender portal.

9.1.1 OIL reserves the right to extend the B.C. date as deemed fit by the company.

9.2 In case of TWO BID SYSTEM, bidders shall upload Technical Bid / all technical documents related to the tender in the **Technical RFX Response link** only. The "TECHNO-COMMERCIAL UNPRICED BID" shall contain all techno-commercial details except the prices. **Please note that no price details should be uploaded in Technical RFX Response link.** The "PRICE BID" must contain the price schedule and the bidder's commercial terms and conditions. The Details of prices as per Bidding format shall be uploaded as Attachment in the attachment link under "**Notes and Attachments**".

9.2.1 Under TWO STAGE BIDDING SYSTEM, bidders are required to submit only the Techno-commercial "Un-price Bids" in the first stage. The "Price Bids" will be submitted at a later date when called for by OIL.

9.3 Any offer not complying with the above submission procedure will be rejected.

10.0 **DEADLINE FOR SUBMISSION OF BIDS:**

10.1 Bidders will be permitted by System to make any changes in their bid after bid has been uploaded by bidder.

10.2 No bid can be submitted after the submission dead line is reached. The system time displayed on e-procurement web page shall decide the submission dead line.

11.0 **MODIFICATIONS AND CLARIFICATIONS OF BIDS:**

11.1 Offers or modifications to offers received after the Bid Closing Date and time will not be considered. No unsolicited correspondence after submission of the offer will be taken cognizance of or responded to.

11.2 After the opening of the bid, OIL may at its discretion ask the bidder for clarification of its bids. The request for clarification and response shall be in writing and no change in the price or substance of the Bid shall be accepted. The reply of the bidder should be restricted to the clarifications sought.

12.0 **EXTENSION OF BID SUBMISSION DATE:**

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.

13.0 **LATE BIDS:**

13.1 Timely submission of tenders is the responsibility of the bidder. Bidders are advised in their own interest to ensure that bid are uploaded in system well before the closing date and time of the bid.

14.0 **OPENING OF TENDERS:**

14.1 Bidder or their authorised representative (only one person per bidder) will be allowed to be present at the time of opening of the Bids. However, a letter must be produced to the Tender Opening Officer at the time of opening of tenders. Unless this letter is presented, the representative will not be allowed to attend the tender opening.

14.2 In case of any unscheduled holiday/Bandh on the bid opening date, the closing/opening date shall be re-fixed to next working day, the time notified remaining the same.

15.0 **COMPLIANCE WITH TENDER:**

15.1 Bidder's offer must conform in all respects with the applicable specifications, drawings and terms and conditions of the tender. Any deviation from the tender specifications or terms and conditions must be clearly and explicitly stated. In order to be considered responsive, bidder's offer must specifically include the following statement:

We certify that our offer complies with all NIT requirements and Specifications except for the following:

List exception

If none, state “None”

15.2 OIL reserves the right to accept / reject any deviation in bidder's offer pertaining to the materials specifications or to the terms and conditions stipulated in this tender without assigning any reason other than Bid Rejection Criteria specified in the Bid document.

16.0 **PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:**

16.1 OIL reserves the right to accept / reject or prefer any offer either in full or in part or annul the bidding process and reject all bids at any time prior to award of contract without thereby incurring any liability to the affected bidder (s) or any obligation to inform the affected bidder (s) of the ground for OIL's action. OIL also reserves the right to split the order between two or more parties.

17.0 **INSPECTION AND TEST:**

17.1 All materials to be supplied shall be subject to inspection and test by OIL at its discretion at any stage of manufacture and before despatch by mutual arrangement. Inspection and tests shall be carried out either by OIL's personnel or through a third party nominated by OIL. Seller has to arrange for the inspection through the nominated third party (whenever applicable) and obtain the necessary inspection certificates.

17.2 OIL reserves the right to inspect the material through any of the Third Party Inspection Agencies. While appointing the Third party Inspection Agency (from OIL's approved agencies), the bidder shall pass instruction to the appointed Third Party Inspection Agency to comply and respond to the advice/queries made by OIL directly with the inspection agency in connection with the inspection.

17.3 Bidder must extend the required facility for inspection by Third Party Inspection Agency. The bidder will be responsible for arranging the third party inspection and must submit the inspection certificate in Original to OIL along with the dispatch documents. The certificate issued by the Third Party Inspection Agency must specify that the inspection has been carried out for the material to be supplied to OIL INDIA LIMITED and inspection has been carried out as per the scope of inspection stipulated in OIL's Purchase Order. The certificate should also specify OIL's Purchase Order Number.

18.0 **PACKING:**

- 18.1 Packing of goods must be sufficiently robust to withstand multiple handling during transit for delivery to their final destination so that contents do not get damaged. Protection of the plant and equipment against corrosion or deterioration must be given special attention.
- 18.2 Machined steel and iron parts are to be heavily greased / varnished as a prevention against rust.
- 18.3 In the case of internal combustion engines, compressors and similar equipment, internal parts are to be sprayed with an inhibitor or water splitting preservative and all openings covered with tape to prevent ingress of water.
- 18.4 Boxes / Packing cases containing electrical / electronic equipment are to be waterproof lined.
- 18.5 All items must have their respective identification marks painted / embossed on them.
- 18.6 Crates or boxes should have a list of items contained therein secured to the exterior by means of an enveloping piece of tin sheet nailed to the wood. A duplicate list should also be included inside the crate with the contents.
- 18.7 The Seller shall be responsible for damage of goods either in full or in part and for corrosion and/or deterioration of the plant and equipment during transit due to inadequate/insufficient packing or due to non-compliance with the above Para Nos. 18.1 to 18.4 depending upon the nature of items and as such shall be obligated to repair or replace the damaged goods or plant or equipment in full or in parts thereof, at free of cost to OIL within a reasonable period of time.

18.8 **WEIGHT AND SIZE LIMITATION OF PACKAGES:**

Normal limiting dimensions and weights are as under:

<u>Category</u>	<u>Length</u>	<u>Width</u>	<u>Height</u>	<u>Capacity</u>
Truck	5.185 Mtrs.	1.98 Mtrs	1.98 Mtrs	9 MT
Normal Trailer	10.98 Mtrs	2.44 Mtrs	2.44 Mtrs	18 MT
Semi Low Bed Trailer	10.98 Mtrs	3.05 Mtrs	3.05 Mtrs	20 MT
Low Bed Trailer	6.71 Mtrs	3.05 Mtrs	3.81 Mtrs	18 MT

This dimensional restriction must not be violated without prior approval from OIL. The finished packing should be in the form of a Box under the limited dimensions.

19.0 **DESPATCH:**

19.1 **Road Despatch:**

- 19.1.1 In the event of an order other than FOR Destination terms, the material will be required to dispatch through OIL's approved transporter (which will be specified in the order) on a Door Delivery basis.

- 19.1.2 For orders placed on FOR Destination basis, the material will be required to despatch through reputed Bank approved transporters only on Door Delivery basis. In case OIL is required to collect the material from transporters godown, extra expenditure incurred thereof will be recovered from the Bidder/seller.

19.2 **Rail Dispatch:**

In case of Rail dispatch, the Bidder will be fully responsible for arranging required railway wagons/rake. Tubular consignment will be dispatched on open type wagons only. Height of the wagons should not exceed 4.6 metres.

- 19.1 Successful suppliers will be given necessary permission to enter into the Company's Area or Company's other operating areas to deliver the materials as per the timings given below:

a) Monday to Friday: Morning: 10:00 AM to 01.30 PM
Afternoon: 02.00 PM to 04.30 PM

20.0 **INSURANCE:**

- 20.1 Transit insurance will be arranged and paid for by OIL for all orders other than FOR Destination orders, if otherwise not mentioned anything in the tender. The Bidder/seller will be required to intimate the insurance agency (which will be specified in the Purchase Order) regarding the despatch details immediately after despatch. The Sellers have to arrange the transit insurance at their cost in case of orders placed on FOR Destination basis.

21.0 **PAYMENT TERMS:**

21.1 **Payment terms where installation / commissioning and training are not involved:**

- 21.1.1 Payment will generally be made against completed supply. Where phased delivery is indicated in the order, payment will be made against each lot as per phasing.

- 21.1.2 In certain cases, payment to the extent of 90% maximum of the value of the supply will be made against proof of dispatch presented through Bank or to OIL directly. Balance 10% of the value will be released not later than 30 days of receipt of goods at OIL's site. Adjustments, if any, towards liquidated damage shall be made from the balance 10% payment. OIL may consider releasing 100% payment against despatch documents for suppliers having good track record with OIL and where 10% Performance Security is submitted in time and no installation/commissioning is involved.

21.2 **Payment terms where installation /commissioning and Training are involved:**

Wherever installation / commissioning and Training are involved, 70% payment will be made against supply of materials and balance 30% after satisfactory commissioning at site along with the installation & commissioning charges after adjusting liquidated damages, if any. Payment towards training will be released after successful completion of training.

21.3 **Payment against trial orders:**

In the event of placement of trial orders, payment will be made only on acceptance of goods after successful field trial of the materials.

21.4 **Payment to third party :**

Request for payment/part payment to third party (i.e., other than the party on whom the order has been placed) will not be entertained by OIL under any circumstances. The offers stipulating payment/part payment to such third party will be considered as non-responsive and such offers will be rejected.

21.5 **Banking Charges :**

All banking charges will be to the bidder's account.

21.6 Advance Payment:

- 21.6.1 Request for advance payment shall not be normally considered. Depending on merit and at the discretion of OIL, advance payment may be agreed at an interest rate of 1% above the prevailing Bank rate (CC rate) of State Bank of India compounding on quarterly basis from the date of payment of the advance till recovery /refund.
- 21.6.2 Advance payment if agreed to by the Company shall be paid only against submission of an acceptable Bank Guarantee whose value should be equivalent to the amount of advance plus the amount of interest estimated by OIL on the basis of contractual delivery period.
- 21.6.3 Bank Guarantee shall be valid for 3 months beyond the delivery period incorporated in the order and same shall be invoked in the event of Seller's failure to execute the order within the stipulated delivery period.
- 21.6.4 In the event of any extension to the delivery date, seller shall enhance the value of the bank guarantee to cover the interest for the extended period and also shall extend the validity of bank guarantee accordingly.

22.0 CONFIDENTIAL INFORMATION:

- 22.1 The Bidder / Seller shall treat as confidential all designs, drawings, data or information written or verbal, supplied by OIL and shall use its best endeavors to ensure that such design, drawings, data or information is not divulged to any third party except with the consent of OIL where necessary for the purpose of performance of its obligation hereunder and subject to similar undertakings being obtained from such third parties to treat such design, drawings, data or information in like confidence other than designs, drawings, data or information which at the time of proposed disclosure are within the public knowledge or in the Bidder's/Seller's possession.

23.0 PATENT AND OTHER RIGHTS:

- 23.1 The Bidder/Seller shall fully indemnify OIL against any action, claim or demand, costs and expenses arising from or incurred by reason of any infringement or alleged infringement of any letter, patent, design, trademark or name, copy right or other legally protected rights in respect of any plant, work, materials to be supplied or any arrangement, system or method of using, fixing or working to be employed by the Bidder/Seller.
- 23.2 In the event of any claim or demand being made or action brought against OIL in respect of any of the aforesaid matters, OIL shall notify the Bidder/Seller thereof as soon as possible and Bidder/Seller shall conduct with the assistance of OIL if necessary, but at his own expense, all negotiation for the settlement of such matter and any legal proceeding, litigation/ arbitration involved or which may arise therefrom.

24.0 INDEMNITY AND INSURANCE:

24.1 The Bidder/Seller shall defend or hold OIL harmless from all actions, claims, suits and demands made, against either or both of them in respect of injuries to or death of any person including employees of the Bidder/Seller or non-compliance of any statutory/safety requirement.

24.2 The Bidder/Seller shall also defend and hold OIL harmless for loss of and damage to property arising from the supply of any goods or materials or the erection, installation repair or operation for a period, of any plant hereunder.

25.0 **ASSIGNMENT:**

25.1 The Bidder/Seller shall not transfer, assign or sublet the consequent Contract or any part thereof without the prior consent in writing from OIL. Any permitted transfer/assignment or subletting shall not relieve the Bidder/Seller of any of his obligations which might have arisen before such permission was given.

26.0 **WARRANTY / GUARANTEE:**

26.1 Goods, materials or plant (s) to be supplied hereunder shall be new, of recent make, of the best quality & workmanship and shall be guaranteed by the Seller for a period of 18 (eighteen) months from the date of dispatch or 12 (twelve) months from the date of commissioning/receipt (where commissioning is not involved) whichever is earlier against defects arising from faulty materials, workmanship or design. 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. However, for consumables like chemicals, cement, tubular etc. the guarantee shall be valid for 12 months from the date of dispatch.

27.0 **DEFAULT IN DELIVERY / LIQUIDATED DAMAGES:**

27.1 Time will be of the essence of the contract.

27.2 In the event of the Seller's default in maintaining the agreed delivery schedule set out in the order, OIL shall have the right to cancel the order at any time after expiry of scheduled delivery date without any reference to the Seller and make alternative arrangement at the discretion of OIL in which case extra expenditure involved, will be recoverable from the Seller and OIL shall not be responsible towards such cancellation or any damage that may be incurred by the Seller. The decision of OIL shall be final and binding on the Seller.

27.3 As an alternative to Clause No. 27.2 above, OIL reserve the right to accept the materials but, the Seller shall be liable to pay liquidated damages @ 0.5% per week or part thereof of the value of the goods in respect of which default in delivery takes place subject to a maximum of 7.5 %. Should there be default on the part of the Seller for more than 15 Weeks from the scheduled date to complete the delivery or to

complete the installation/commissioning & Training (wherever applicable) successfully, OIL shall have the right, in addition to the provisions under Clause 27.2 to invoke the Performance Security without causing any notice to the Seller to this effect. The amount of liquidated damage as stipulated above is a pre-estimated genuine loss as agreed by both the parties and shall be payable without any demur and shall not be open for any dispute whatsoever.

- 27.4 The liquidated damage as agreed by both the parties as a genuine pre-estimated loss shall be payable on Landed Cost of the materials at NOIDA inclusive of all cost to the extent of default (undelivered portion only in cases where part delivery is acceptable) and commissioning at site is not involved.

28.0 **FORCE MAJEURE:**

- 28.1 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.

- 28.2 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 29.1 and which renders performance of the contract by the said party completely impossible.

29.0 **DEFAULT:**

- 29.1 In the event of an Contract with the Bidder, if the Bidder/Seller contravenes any of the provisions of the Contract or neglects to carry out his obligations of the Contract, OIL may give notice in writing thereof requiring the Bidder/Seller to remedy the breach within seven days, or within such period as OIL may agree to be reasonable and in the event of Bidder's/Seller's failing to do so, OIL will be at liberty to purchase the goods elsewhere or have the work which the Bidder/Seller has neglected to do, carried out by some other person at the Bidder's/Seller's expense. In such an event OIL shall have the right to terminate the Contract.

30.0 **TERMINATION:**

- 30.1 In the event of an Contract with the Bidder, OIL shall have the right to terminate the Contract giving 7 days notice or such reasonable time and in this event shall pay to the Bidder/Seller such sum as shall fully compensate the Bidder/Seller for work carried out by him in performance of the Contract prior to such termination.

31.0 **APPLICABLE LAW:**

The contract arising out of this tender shall be interpreted in accordance with and governed by the laws of India.

32.0 **ARBITRATION:**

32.1 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.

32.2 In case of dispute with the Seller who happens to be a Public Sector Undertaking, the same shall be resolved as per Department of Public Enterprises (DPE) guidelines.

33.0 **BID REJECTION CRITERIA:**

The bids must conform to the specifications, terms, and conditions given in the NIT. Bids shall be rejected in case the items offered do not conform to the required minimum / maximum parameters stipulated in the technical specifications and to the respective international/ national standards wherever stipulated. Notwithstanding the general conformity of the bids to the stipulated specifications and terms and conditions, the following requirements shall have to be particularly met by the bidders, without which the offer will be considered as non-responsive and rejected:

33.1 Bidders shall offer firm price through delivery and not subject to variation on any account. Bids with adjustable price shall be treated as non-responsive and rejected.

33.2 Offers with inadequate validity will be rejected.

33.3 Offers received in any form, other than through OIL's e-portal will be rejected.

33.4 The system will not permit to submit any bids after the scheduled bid closing date and time. Also, modification of Bids received after Bid Closing Date / time shall not be considered.

33.5 Offers received from unsolicited parties shall not be considered and rejected.

33.6 Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initialed by the person (s) signing the bid. Any bid not meeting this requirement shall be rejected.

33.7 Any offer containing incorrect statement will be rejected.

33.9 Bids without original Bid Security as per Para 6.0 (wherever called for) shall be rejected.

33.10 Bids not submitted in compliance with Two Bid / Two Stage Bidding system mentioned in Para 9.2 (whenever applicable) will be rejected.

33.11 Bids not submitted in compliance with Para 4.8 regarding submission of samples (whenever applicable) will be rejected.

33.12 Any mention of price details in the technical bid in case of single stage two bid system shall lead to rejection of Bid.

33.13 To ascertain the substantial responsiveness of the bid OIL reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be summarily rejected.

34.0 **BID EVALUATION CRITERIA:**

34.1 Bids which are found to be responsive and meeting the requirement both specification wise and terms and conditions in the enquiry will be considered for final evaluation.

34.2 Each item shall be normally evaluated independently unless otherwise stated.

34.3 In the event of computational error between unit price and total price, unit price shall prevail and adopted for evaluation.

34.4 Similarly, in the event of discrepancy between words and quoted figure, words will prevail.

34.5 Preference to Micro and Small Enterprises will be given as per prevailing Government Guidelines as applicable on bid closing date.

34.6 At the time of evaluation of the offers, past performance of similar equipment supplied by the bidder as well as after-sales service, supply of spares, etc. in respect of such equipment by the concerned bidder will be considered / evaluated. If the same are not found to be satisfactory as already communicated to the bidder, the offer may be considered as unacceptable offer and rejected.

34.7 Considering the nature of the item, if the product offered by the lowest acceptable bidder is not field proven in OIL, purchaser at its discretion may place a trial order to the extent of 25% (maximum) only and balance quantity will be procured from other competitive bidders whose product has been field proven in OIL.

35.0 **COMPARISON OF OFFERS:**

35.1 Comparison of the bids will be done on total F.O.R. destination cost basis to ascertain the lowest bid. Railway freight in case of bulky consignments (forming rake loads) and road freight for others will be considered for arriving at the FOR destination cost.

35.2 In case of any conflict between the Rejection/Evaluation criteria stipulated here with that given in the Invitation for Bid, those mentioned in the Invitation for Bid will prevail.

36.0 **SET OFF:**

óAny sum of money due and payable to the Contractor/Supplier (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/Supplier with the Company (Or such other person or persons contracting through the Company)ô.

37.0 **APPLICABILITY OF GENERAL CONDITIONS OF CONTRACT:**

In case of any contradiction between clauses stipulated here and provisions mentioned elsewhere of the tender document, provisions mentioned elsewhere shall prevail and override the Clauses in this Section.

PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES (MSES)

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.

The Public Procurement Policy shall apply to Micro and Small Enterprises registered with:

- (i) District Industries Centers or
- (ii) Khadi and Village Industries Commission or
- (iii) Khadi and Village Industries Board or
- (iv) Coir Board or
- (v) National Small Industries Corporation or
- (vi) Directorate of Handicrafts and Handloom or
- (vii) Any other body specified by Ministry of Micro, Small and Medium Enterprises

2.0 Classification of Micro, Small and Medium Enterprises (MSME) for supply of Goods:

In the case of the enterprises engaged in the manufacture or production of goods pertaining to any industry specified in the First Schedule to the Industries (Development and Regulation) Act, 1951, as:

- (a) A Micro enterprise, where the investment in plant and machinery does not exceed twenty five lakh rupees.
- (b) A Small enterprise, where the investment in plant and machinery is more than twenty five lakh rupees but does not exceed five crore rupees.
- (c) A Medium enterprise, where the investment in plant and machinery is more than five crore rupees but does not exceed ten crore rupees.

2.1 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, at least 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.

3.0 Benefits to Micro and Small Enterprises:

i) Exemption from payment of Tender Fee:

MSEs (and not their dealers/distributors) 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 are exempted from payment of tender fee irrespective of the monetary limit mentioned in their registration certificate provided they furnish documentary evidence that they are registered for the items they intend to quote against OIL tenders.

ii) Exemption from submission of Earnest Money/Bid Security:

MSEs (and not their dealers/distributors) 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 are exempted from submission of Bid Security/Earnest Money provided they are registered for the items they intend to quote.

4.0 Documents required to be submitted by MSEs:

Micro or Small Enterprises (MSE) 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 shall submit copy of valid Registration Certificate for the items they intend to quote along with the bid. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies.

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

5.0 Performance Security:

Micro and Small Enterprises 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 or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME however, should note that Performance Security shall be required to be submitted by them for orders/contracts placed by OIL on them.

6.0 Purchase Preference to Micro and Small Enterprises:

Purchase preference to Micro and Small Enterprises 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 or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME :

In case participating MSEs quote price within price band of L1+15%, such MSE shall be allowed to supply bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply 100% of tendered value at the L1 price.

A target of 4% out of 100% has been earmarked for procurement from MSEs owned by the SC or ST entrepreneurs. Provided that, in event of failure of such MSEs to participate in tender process or meet tender requirement and L-1 price, 4% earmarked for MSEs owned by SC or ST entrepreneurs shall be met from other MSEs.

In case of more than one such MSE qualifying for 15% purchase preference, the 100% supply shall be shared equally amongst such MSEs. However, in the opinion of OIL if tendered items are non-splitable or non-dividable, OIL reserves the right to place order for supply of 100% quantity to lowest eligible MSE amongst the MSEs qualifying for 15% Purchase preference.

7.0 In case a supplier (other than Micro/Small Enterprise) against an order placed by OIL procures materials from their sub-vendor who is a 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 etc.) of the sub-contractor(s) shall be furnished by the supplier to OIL.

(END OF SECTION – II)

SECTION-III

SCOPE OF WORK /TECHNICAL SPECIFICATION

The requirement under this tender is for

- 1.1 Supply of Hewlett-Packard printer cartridges as and when required basis to meet annual requirement of our Offices at NOIDA & New Delhi by entering into a rate contract with OIL
 - a) Corporate Office, Plot No.19, Sector-16A, NOIDA-201301 & SB Tower
- 1.2 Duration of this rate contract will be for a period of one year possibly effective from 01.02.2018.

General Notes for Bidder:-

(Bidder should confirm each & every point clearly. Deviations, if any, should be highlighted in the quotation.)

- 1.0 Materials shall be brand new, unused & of prime quality.
- 2.0 Bidder must supply genuine HP printer cartridges.
- 3.0 Bidder shall offer a firm percentage discount on Maximum Retail Price (MRP) identical to all types of cartridges mentioned in the Bidding Format. Bidder offering the **maximum percentage discount** will be considered for award of the Rate Contract. Any bidder offering different discount item-wise will be rejected outright.
- 4.0 Percentage discount quoted in Bidding Format (SECTION-III) shall remain valid throughout the duration of the contract. Bidder(s) must consider all costs involved while quoting percentage discount on their offer(s).
- 5.0 MRP of cartridges mentioned in the Bidding Format shall remain valid for duration of one year. However, in case of any statutory variation (increase/ decrease) in GST during the tenure of the Contract, MRP will be re- evaluated on the basis of change in GST rate. Hence, bidders are to quote current GST rate which is included in MRP of each item.
- 6.0 The item-wise quantity indicated in Bidding Format is for evaluation purpose only and actual consumption may vary depending on requirement of our office. However payment will be made for the actual quantity of materials supplied.
- 7.0 Rate Contract will be value based and have a provision for supply of any cartridge from the list of cartridges with any quantity irrespective of quantity indicated against the tender within a limit not exceeding Rate Contract value.

8.0 Delivery:

8.1 Bidders shall deliver the materials at two locations as shown below:

Item No.in Bidding Format	Place of Delivery
From Item No. 1 to Item No.33	OIL's Corporate Office at OIL House, plot -19, Sector-16A, NOIDA
from Item No. 34 to Item No.61	Directorate of E&D at 5th Floor, NBCC Centre, Okhla Phase-I, New Delhi

Bidders shall offer their price with consideration of above.

8.2 The supply of materials shall be done as and when required basis against delivery advice issued by IT Dept. as per requirement of OIL. Supplier shall deliver cartridges within 7 days or any days set out in the Delivery Advice.

9.0 For ease of implementation of GST, OIL will place separate order on successful bidder based on place of delivery. Invoices shall be raised addressing to the location where material is delivered.

10.0 Payment Terms:

Payment will be made on monthly basis after completion of each month against materials supplied by the supplier after deducting liquidated damages, if any, within 30 days from the date of receipt of undisputed bills. Taxes will be deducted at source as per the existing Act, wherever applicable.

11.0 Liquidated Damages / Penalty Terms :

Failure to deliver within the agreed delivery schedule set out in the delivery advice will attract liquidated damages @ 0.5% per week or part thereof of the value of the goods in respect of which default in delivery takes place subject to a maximum of 7.5 %.

12.0 If any of the Clauses mentioned in this Section contradict the Clauses of GENERAL TERMS AND CONDITIONS FOR INDIGENOUS TENDER, those in this Section shall prevail.

(END OF SECTION – III)

SECTION-IV
BIDDING FORMAT

The bidder must quote price as per the format given below:

Sl.No.	HP Printer Model	Cartridge No.	UNIT	QTY	MRP	GST included in the MRP	Percentage Discount on MRP
1	MFP 8600/8620/8100	950XL (Black)	No.	300	3034.00		
2	MFP 8600/8620/8100	951XL (Magenta)	No.	150	2251.00		
3	MFP 8600/8620/8100	951XL (Cyan)	No.	150	2251.00		
4	MFP 8600/8620/8100	951XL (Yellow)	No.	150	2251.00		
5	MFP 8500	940XL (Cyan)	No.	50	2413.00		
6	MFP 8500	940 XL(Magenta)	No.	50	2413.00		
7	MFP 8500	940XL (Yellow)	No.	50	2413.00		
8	MFP 8500	940 XL(Black)	No.	80	3509.00		
9	LaserJet 1606	78A	No.	100	6186.00		
10	P 2035	05A	No.	70	6987.00		
11	CLJ MFP M177FW	350A (Black)	No.	15	4436.00		
12	CLJ MFP M177FW	351A (Cyan)	No.	10	4575.00		
13	CLJ MFP M177FW	352A (Yellow)	No.	10	4575.00		
14	CLJ MFP M177FW	353A (Magenta)	No.	10	4575.00		
15	LaserJet M1522NF	36A	No.	4	6146.00		
16	LaserJet 410DN	80A	No.	2	8088.00		
17	MFP 1415	320A (Black)	No.	10	5582.00		
18	MFP 1415	321A (Cyan)	No.	6	5311.00		
19	MFP 1415	322A (Yellow)	No.	6	5311.00		
20	MFP 1415	323A (Magenta)	No.	6	5311.00		
21	LJ M202DW	88A	No.	2	4691.00		
22	CLJ MFP M477 Fnw & Fdw	CF410A	No.	10	6729.00		
23	CLJ MFP M477 Fnw & Fdw	CF411A	No.	6	8690.00		
24	CLJ MFP M477 Fnw & Fdw	CF412A	No.	6	8690.00		
25	CLJ MFP M477 Fnw & Fdw	CF413A	No.	6	8690.00		
26	MFP8720	955XL Black	No.	75	3067.00		

Sl. No.	HP Printer Model	Cartridge No.	UNIT	QTY	MRP	GST included in the MRP	Percentage Discount on MRP
27	MFP8720	955XL Cyan	No.	50	2389.00		
28	MFP8720	955XLMagenta	No.	50	2389.00		
29	MFP8720	955XLYellow	No.	50	2389.00		
30	CLJ MFP 200	CF210X (Black)	No.	2	6819.00		
31	CLJ MFP 200	CF211A (Cyan)	No.	2	6729.00		
32	CLJ MFP 200	CF213A (Magenta)	No.	2	6729.00		
33	CLJ MFP 200	CF212A (Yellow)	No.	2	6729.00		
34	HP COLOUR LASER JET CM 6040	Black Cartridge (CB390 A)	No.	4	5028.00		
35	HP COLOUR LASER JET CM 6040	Cyan Cartridge (CB381 A)	No.	4	27973.00		
36	HP COLOUR LASER JET CM 6040	Magenta Cartridge (CB383 A)	No.	4	27973.00		
37	HP COLOUR LASER JET CM 6040	Yellow Cartridge (CB382 A)	No.	4	27973.00		
38	HP COLOUR LASER JET CM 6040	Black Image Drum (CB384A)	No.	3	10318.00		
39	HP COLOUR LASER JET CM 6040	Cyan Image Drum (CB385A)	No.	3	29060.00		
40	HP COLOUR LASER JET CM 6040	Magenta Image Drum (CB387A)	No.	3	29060.00		
41	HP COLOUR LASER JET CM 6040	Yellow Image Drum (CB386A)	No.	3	29060.00		
42	HP COLOUR LASER JET CM 6040	Image Transfer Kit (CB463A)	No.	3	17896.00		
43	HP COLOUR LASER JET CM 6040	Image Fuser Kit 220V- (CB458A)	No.	3	20689.00		
44	HP COLOUR LASER JET CM 6040	Roller Kit (CB459A)	No.	4	3371.00		
45	HP COLOUR LASER JET M750DN	Black Cartridge Order 650A (CE270A)	No.	5	19431.00		
46	HP COLOUR LASER JET M750DN	Cyan Cartridge Order 650A (CE271A)	No.	3	31622.00		

Sl.No.	HP Printer Model	Cartridge No.	UNIT	QTY	MRP	GST included in the MRP	Percentage Discount on MRP
47	HP COLOUR LASER JET M750DN	Magenta Cartridge Order 650A (CE273A)	No.	3	31622.00		
48	HP COLOUR LASER JET M750DN	Yellow Cartridge Order 650A (CE272A)	No.	3	31622.00		
49	HP COLOUR LASER JET M750DN	Transfer Kit Order (CE516A)	No.	2	22781.00		
50	HP COLOUR LASER JET M750DN	Fuser Kit Order 220V- (CE978A)	No.	2	21451.00		
51	HP DESIGNJET T7200 PLOTTER	Yellow Designjet Printhead 761 (CH645A)	No.	4	9234.00		
52	HP DESIGNJET T7200 PLOTTER	Magenta and Cyan Designjet Printhead 761 (CH646A)	No.	4	9234.00		
53	HP DESIGNJET T7200 PLOTTER	Gray and Dark Gray Designjet Printhead 761 (CH647A)	No.	4	9234.00		
54	HP DESIGNJET T7200 PLOTTER	Matte Black Designjet Printhead 761 (CH648A)	No.	4	9234.00		
55	HP DESIGNJET T7200 PLOTTER	HP 763 775-ml Matte Black DesignJet Ink Cartridge (CN072A)	No.	3	16056.00		
56	HP DESIGNJET T7200 PLOTTER	HP 763 775-ml Dark Gray DesignJet Ink Cartridge (CN073A)	No.	3	16056.00		
57	HP DESIGNJET T7200 PLOTTER	HP 761 400-ml Yellow DesignJet Ink Cartridge (CM992A)	No.	3	12279.00		
58	HP DESIGNJET T7200 PLOTTER	HP 761 400-ml Magenta DesignJet Ink Cartridge (CM993A)	No.	3	12279.00		
59	HP DESIGNJET T7200 PLOTTER	HP 761 400-ml Cyan DesignJet Ink Cartridge (CM994A)	No.	3	12279.00		
60	HP DESIGNJET T7200 PLOTTER	HP 761 400-ml Gray DesignJet Ink Cartridge (CM995A)	No.	3	12279.00		
61	HP DESIGNJET T7200 PLOTTER	HP 761 DesignJet Maintenance Cartridge (CH649A)	No.	4	4943.00		

Notes To Bidders:

1. MRP of cartridges mentioned above is provided by OEM(HP India Sales) and will remain firm for one year. However, in case of any statutory variation (increase/ decrease) in GST during the tenure of the Contract, MRP will be re- evaluated on the basis of change in GST rate. Hence, Bidders are to quote current GST rate which is included in MRP for each item.
2. Bidders to quote a firm percentage discount (on MRP) identical for all types of cartridges. Offered discount shall remain valid throughout the duration of the contract.
3. Bidders must consider all costs involved while quoting percentage discount.
4. Offer(s) quoting different percentage discount item -wise will be rejected outright.
5. Location for delivery of Cartridges:
 - a. Cartridges mentioned from Item No. 1 to 33 in the above Bidding Format are to be delivered at Corporate Office at OIL House, Plot -19, Sector-16A, NOIDA.
 - b. Cartridges mentioned from Item No. 34 to 61 in the above Bidding Format are to be delivered at Directorate of E&D, 5th Floor, NBCC Centre, Okhla Phase-I, New Delhi.
6. For ease of implementation of GST, OIL will place separate order on successful bidder based on place of delivery. Successful bidder shall raise Invoices addressing to the location where materials are delivered.

END OF SECTION-IV

SECTION-V

BID REJECTION CRITERIA / BID EVALUATION CRITERIA

I. BID REJECTION CRITERIA:

The bid shall conform generally to the specifications and terms and conditions given in the Tender Documents. Bids will be rejected in case items offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following mandatory requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected. All documents related to BRC must be submitted along with the Bid.

A. Technical Criteria:

1. The bidder should have experience of successfully executing at least 1(one) purchase order ósupply of cartridgesô for Rs.27, 27,430/- in preceding 5(five) years to be reckoned **from the original bid closing date**. Documentary evidence for above has to be submitted with the Bid. Acceptable documents will include completion certificates along with Purchase Order.
2. The bidders must submit a letter from the OEM, authorizing the bidder to quote against this tender, as per Annexure -III of this document.
3. The bidder must have office setup in the Delhi NCR.

B. Financial Criteria:

1. Annual Financial Turnover of the bidder during any of preceding three financial / accounting years from the **original bid closing date** should be at least Rs.27.27 Lakhs.
2. Net worth of bidder must be positive for preceding financial / accounting year.

Note 1: The original Bid Closing Date shall be considered by OIL for evaluation of BRC criteria even in case of any extension of Bid Closing Date.

Note 2: Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial /accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that "the balance sheet/Financial Statements for the financial yearëë ë (as the case may be) has actually not been audited so farä

Note 3:

- a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the 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 PROFORMA-IV.
 - OR
 - ii. Audited Balance Sheet along with Profit & Loss account for last 03 (three years) ending March'2017.

C. General Criteria:

1. Bids with validity less than 90 days from scheduled Bid Closing Date will be rejected.
2. The bidder should quote for all the items mentioned in the bidding format, failing which their offer will be rejected.
3. Bidders shall offer firm price and not subject to variation on any account. Bids with adjustable price shall be treated as non-responsive and rejected.
4. Bids must be submitted in the specified format (bidding Format) and should not be altered / changed. A bid in any other format will be rejected.
5. Bids offering percentage (%) discount identical to all cartridges will be accepted. Bids offering different percentage discount item-wise will be rejected outright.
6. Offers received in any form, other than through OIL's e-portal will be rejected.
7. The authenticity of digital signature shall be verified through authorized CA after bid opening. If the digital signature used for signing is not of eClass -30 with Organizations name, the bid will be rejected.
8. Any offer containing incorrect statement will be rejected.
9. Any Bid not accompanied by Bid Security as per tender will be rejected. Bid Security, if furnished in the form of Bank Guarantee, then the Bank Guarantee must be valid for a period of 120 days from the scheduled Bid Closing date. Otherwise, the bid shall be rejected.
10. The system will not permit to submit any bids after the scheduled bid closing date and time.
11. **Integrity Pact:** The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per proforma enclosed the tender document. This Integrity Pact Proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder [along with the techno-commercial un-priced bid] duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who signs the Bid.

12. There must be no exception to the following Clauses including sub-clauses, as applicable; otherwise the Bid will be rejected.

- | | |
|---------------------------------------|----------------------------|
| - Performance Security Deposit Clause | - Termination Clause |
| - Penalty / Compensation Clause | - Arbitration Clause |
| - Taxes and duties Clause | - Liquidated damage Clause |
| - Force Majeure Clause | - Tax Liability Clause |

13. To determine the substantial compliance of the Bid, OIL reserves the right to ask the bidder for clarification of clauses covered by the BRC. Such clarifications to ensure compliance with the BRC clauses must be received on or before the deadline given by OIL or the bid will be rejected.

II. BID EVALUATION CRITERIA (BEC):

The bids conforming to the terms and conditions stipulated in the tender documents and considered to be responsive after being subjected to the Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria given below:-

1. Comparison of bids will be done on the basis of "percentage discount offered on MRP " uniform for all categories of cartridges as per Bidding format and rate contract will be awarded to the bidder quoting highest percentage discount identical to all types of cartridges.
2. Percentage discount quoted in the bidding format shall remain valid throughout the duration of the contract. The offered discount shall be inclusive of transportation cost, insurance, out of pocket expenses etc. as applicable.
3. MRP of the cartridges mentioned in the bidding format will remain valid for one year of contract duration unless there is statutory variation.

NOTE: No deviation or exception will be accepted in the clauses covered under BRC/BEC. If any clauses in the BRC contradict clauses elsewhere in the Bid Document, then the clauses in the BRC shall prevail.

(END OF SECTION-V)

ANNEXURE-I

Purchase preference policy (linked with Local Content)(PP-LC) notified vide letter no.O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoPNG.

1. In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs-Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy. If a bidder seeks free of cost tender document under the MSE policy, then it shall be considered that the bidder has sought benefit against the MSE policy and this option once exercised cannot be modified subsequently.

2. Bidders seeking Purchase preference (linked with Local Content)(PP-LC) shall be required to meet / exceed the target of Local Content (LC) of **30** %.

The LC limits shall be linked with date of TBO (Technical Bid Opening) of tender. For a tender due to open between 01.04.18 and 31.03.20, LC limit mentioned for 2018-20 shall be applicable. Similarly for a tender opening between 01.04.2020 to 31.03.2022, LC limits mentioned therein shall be applicable).

2.1 Such bidders shall furnish following undertaking from the manufacturer on Manufacturer's letter head along with their techno-commercial bid. The undertaking shall become a part of the contract.

"We _____ (Name of Manufacturer) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. _____ (to be filled as notified at Enclosure I of the policy) for claiming purchase preference linked with Local Contents under the Govt. policy against under tender no. _____."

2.2 Above undertaking shall be supported by the following certificate from Statutory Auditor engaged by the bidder, on the letter head of such Statutory Auditor.

"We _____ the statutory auditor of M/s _____ (name of the bidder) hereby certify that M/s _____ (name of manufacturer) meet the mandatory Local Content requirements of the Goods and/or Services i.e. _____ (to be filled as notified at Enclosure I of the policy) quoted vide offer No. _____ dated _____ against OIL's tender No. _____ by M/s _____ (Name of the bidder)."

Note :

- a. In case of bidder(s) for whom Statutory Auditor is not required as per law required certificates shall be provided by a practicing Chartered Accountant.
- b. In case the manufacturer himself is bidding then the certificate shall be submitted by the Statutory Auditors of the manufacturer who shall provide the break-up of the cost component as per Enclosure ñ II of the policy documents.
- c. In case of bidder is a supplier quoting on behalf of manufacturer then the certificate shall be submitted by the Statutory Auditors of the supplier who shall provide the break-up of the cost component of the manufacturer as per Enclosure ñ II of the policy documents. The responsibility for the certificate provided by the statutory auditor of the supplier shall be that of the supplier.
- d. In case the tender scope covers testing, installation and commissioning and any other services in respect of the supplied goods/equipments then such costs shall also be considered in LC for which the bidder shall provide certificate from the Statutory Auditors or the Chartered Accountants as the case may be.

2.3 At the bidding stage the bidder shall provide Break-up of 'Local Component' and 'Imported Component' in the prescribed format enclosed as Enclosure-II of the policy document and submit / uploaded(in the e-procurement portal in case of e-tender) along with their price .

3. Eligible (techno-commercially qualified) LC bidder shall be granted a purchase preference of 10% i.e. where the evaluated price is within 10% of the evaluated lowest price of Non Local Content (NLC) bidder, other things being equal. Accordingly, purchase preference shall be granted to the eligible (techno-commercially qualified) LC bidder concerned, at the lowest valid i.e. NLC price bid.

3.1 Only those LC bidders whose bids are within 10% of the NLC L1 bid would be allowed an opportunity to match L1 bid. All the eligible LC bidder shall be asked to submit their confirmation to match their price in sealed envelopes. Envelopes of the bidders shall be opened and award shall be made to the lowest evaluated TA/CA (Techno-Commercially Acceptable) bidder among the eligible LC

bidders. In case the lowest eligible LC bidder fails to match L1 price, the next eligible LC bidder will be awarded the prescribed quantity and so on. In case none of the eligible LC bidders matches the L1 bid, the actual bidder holding L1 price will secure the order.

4. Order for supply of 50% of the tendered quantity would be awarded to the lowest techno-commercially qualified LC bidder, subject to matching with valid NLC L1 price. The remaining quantity will be awarded to L1 (i.e. NLC bidder). Prescribed 50% tendered quantity for LC bidders shall not be further sub-divided among eligible LC bidders.

4.1 However, if L1 bidder happens to be a LC bidder, the entire procurement value shall be awarded to such bidder.

4.2 When the tendered goods/services cannot be divided in the exact ratio of 50% / 50% then OIL reserves the right to award on lowest eligible PP-LC bidder for quantity not less than 50% as may be dividable.

For example

In case tendered quantity is 3 (not divisible in the ratio of 50:50), PP-LC bidder shall get order for 2 nos. only and the rest will go to L-1 (NLC bidder).

OR

(Alternate clause applicable for cases where tendered quantity cannot be divided).

4. The tendered quantity is not splittable / non-dividable / cannot be procured from multiple sources. Hence, the entire procurement value shall be awarded to the lowest techno-commercially qualified LC bidder subject to matching with valid NLC L1 rates.

5. For the purpose of this policy, all terms used vide aforesaid policy shall be governed by the definitions specified at para 2 of the policy document notified by MoPNG vide letter No. O-27011/44/2015-ONG/II/FP dated 25.04.2017.

6. The successful bidder shall be obliged to fulfill the requirements of quality and delivery time in accordance with the provisions of the Purchase order/contract.

OIL shall have the right to satisfy itself of the production capability and product quality of the manufacturer.

7.0 Determination of LC

7.1 LC shall be computed on the basis of the cost of domestic components in goods compared to the whole cost of product. The whole cost of product shall be constituted of the cost spent for the production of goods, covering direct component (material) cost, direct manpower cost, factory overhead cost and shall exclude profit, company overhead cost and taxes for the delivery of goods.

7.2 The criteria for determination of the Local Content cost shall be as follows :

- a) In the case of direct component (material), based on country of origin.
- b) In the case of manpower based on INR component and
- c) In the case of working equipment/facility, based on the country or origin.

7.3 The calculation of LC of the combination of several kinds of goods shall be based on the ratio of the sum of the multiplication of LC of each of the goods with the acquisition price of each goods to the acquisition price of the combination of goods.

8.0 Calculation of LC and Reporting

8.1 LC shall be calculated on the basis of verifiable data. In the case of data used in the calculation of LC being not verifiable, the value of LC of the said component shall be treated as nil.

8.2 Formats for the calculation of LC of goods is given in this document.

9.0 Certification and Verification

9.1 Bidder seeking Purchase Preference under the policy, shall be obliged to verify the LC of goods as follows :

9.1.2 At bidding stage:

a) Price Break-up

(i) The bidder shall provide break-up of Local Component and Imported Component along with the price bid as per provisions under clause 2.3.

(ii) Bidder must have LC in excess of the specified requirement.

b) Undertaking by the bidder

i. The bidder shall submit undertaking along with the techno-commercial bid as per clause no.2.1, such undertaking shall become a part of the contract.

ii. Bidder shall also submit the list of items / services to be procured from Indian manufacturers / service providers.

c) Statutory Auditor's Certificate

The Undertaking submitted by the bidder shall be supported by a certificate from Statutory Auditor as per clause 2.2.

9.1.3 After Contract Award

a) In the case of procurement cases with the value less than Rs. 5 crore (Rupees Five Crore), the LC content may be calculated (self-assessment) by the supplier of goods and/or the provider of services and certified by the Director/Authorized Representative of the Company.

b) The verification of the procurement cases with the value Rupees Five Crore and above shall be carried out by a Statutory Auditor engaged by the bidder.

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

9.3 The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with invoice while maintaining the overall % of local content for the total purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.

9.4 Where currency quoted by the bidder is other than Indian Rupee then the bidder claiming benefits under PP-LC shall consider exchange rate prevailing on the date of notice inviting tender (NIT) for the calculation of Local Content.

9.5 OIL shall have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.

10 Sanctions

10.1 OIL shall impose sanction on bidder/manufacturers/service providers for not fulfilling LC of goods/services in accordance with the value mentioned in certificate of LC.

10.2 The sanctions may be in the form of written warning, financial penalty and blacklisting.

10.3 If the bidder does not fulfill his obligation after the expiration of the period specified in such warning. OIL shall initiate action for blacklisting such bidder/ successful bidder.

10.4 A bidder who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the Contract Price.

10.5 In pursuance of the clause No.10.4 above, towards fulfillment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC, the bidder shall have to submit additional Bank Guarantee (format attached at Enclosure B) equivalent to the amount of PBG.

11. Bidders should note that PP ñ LC shall not be available in case of procurement of goods / services falling under the list of items reserved for exclusive purchase from Micro and Small Enterprise (MSEs) or Domestically Manufactured Electronic Products (DMEP).

Enclosure-B**Proforma of Bank Guarantee towards Purchase Preference – Local Content**

Ref. No. _____ Bank Guarantee No. _____
Dated _____

To
Oil India Limited

India

Dear Sirs,

1. In _____ consideration _____ of

_____ (hereinafter referred to as OIL, which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. _____ dated _____ (hereinafter called the CONTRACT) which expression shall include all the amendments thereto) with M/s _____ having its registered/head office at _____ (hereinafter referred to as the CONTRACTOR) which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and OIL having agreed that the CONTRACTOR shall furnish to OIL a Bank guarantee for India Rupees/US\$ _____ for the faithful fulfillment of conditions pertaining to Local Content in accordance with the value mentioned in the certificate of Local Content submitted by the contractor for claiming purchase preference under the Purchase Preference Policy (linked with Local Content).

2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as the Bank) which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay to OIL immediately on first demand in writing any / all money to the extent of Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by OIL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thin whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by OIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operating against the bank.
3. The Bank also agrees that OIL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that OIL may have in relation to the CONTRACTOR's liabilities.
4. The Bank further agrees the OIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in OIL against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relived from our liability by

reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of OIL or any indulgence by OIL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of OIL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till OIL discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of OIL or that of the CONTRACTOR.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.
9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs./US\$(in figures) _____ (Indian Rupees/US Dollars (in words) _____) and our guarantee shall remain in force until _____ (indicate the date of expiry of bank guarantee).

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of OIL under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of OIL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this _____ date of _____ 20__ at _____

WITNESS NO.1

(Signature)
Full name and official address
(in legible letters)
Stamp

(Signature)
Full name, designation and address
(in legible letters)
With Bank

WITNESS NO.2

Attorney as per power of
Attorney No. _____
Dated _____

(Signature)
Full name and official address
(in legible letters)
Stamp

Formats for calculation of Local Content in Goods:

A. GOODS: (As per Enclosure II of PP-LC Policy)

CALCULATION OF LOCAL CONTENT- GOODS

Name of Manufacturer	Calculation by manufacturer Cost per one unit of product			
Cost component	Cost (Domestic component) a	Cost (Imported component) b	Cost Total Rs./Foreign Currency (To be specified by the manufacturer) c = a+b	%Domestic Component d = a/c
I. Direct material cost				
II. Direct labour cost				
III. Factory overhead				
IV. Total production cost				

Note:

$$\% \text{ LC Goods} = \frac{\text{Total cost (IV.c)} - \text{Total imported component cost (IV.b)}}{\text{Total Cost (IV.c)}} \times 100$$

$$\% \text{ LC Goods} = \frac{\text{Total domestic component cost (IV.a)}}{\text{Total Cost (IV.c)}} \times 100$$

As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing on the date of notice inviting tender (NIT) shall be considered for the calculation of Local Content. *(Applicable for Foreign Purchase / Global Tenders)*

(END OF ANNEXURE-I)

INTEGRITY PACT

Between

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

And

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

Preamble:

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

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

Section: 1 -Commitments of the Principal

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

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
3. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a Page 2 of 6 substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section: 2 -Commitments of the Bidder/Contractor

(1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which h e/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

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

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

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

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

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

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

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

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

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

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

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

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

Section 4 -Compensation for Damages

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

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor

liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

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

Section 5 -Previous transgression

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

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

1. The Principal will enter into Pacts on identical terms with all bidders and contractors.

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

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

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

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

Section: 8 -External Independent Monitor/Monitors

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

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

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

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

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

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

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

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

Section:9 -Pact Duration

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

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

Section:10 -Other provisions

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

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

3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

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

.....
For the Principal

.....
For the Bidder/Contractor

Witness 1:

Witness 2:

Place.
Date .

(END OF ANNEXURE-II)

ANNEXURE-III

Sample Authorisation letter from OEM
(To be typed on the letterhead of the Issuing Company)

Ref. No _____

Date _____

The Chief General Manager(C&P)
Oil India Limited, Noida

Sir,

Sub: Authorisation Certificate

Ref: Your tender No. _____ Dated _____.

We hereby authorize M/s _____ to quote and supply of cartridges, for the above tender, on our behalf.

This certificate is valid up to _____ (18 months from the date of submission of offer).

Yours faithfully,
For (type name of the firm here)

Signature of Authorised Signatory
Name :
Designation :
Phone No.
Place :
Date :
(Affix Seal of the Organization here)

END OF ANNEXURE-III

PROFORMA-I

STATEMENT OF NON-COMPLIANCE

(Only exceptions/deviations pertaining to the terms and conditions stipulated in this tender other than Bid Rejection Criteria, 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-II

FORM OF BID SECURITY (BANK GUARANTEE)

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted his bid dated (Date) _____ for the supply of (hereinafter called "the Bid") against OIL INDIA LIMITED, OIL House, Plot No19, Sector-16A, NOIDA (hereinafter called the Company)'s Tender No. _____.

WE KNOW ALL MEN by these presents that We (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "the Bank") are bound unto Oil India Ltd (hereinafter called "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 Bank this _____ day of _____, 2018.

THE CONDITIONS of this obligation are:

- (1) If the Bidder withdraws his Bid during the period of bid validity specified by the bidder
- (2) If the Bidder, having been notified of the 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, on tender document;
 - (b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders on tender documents.
- (3) if the Bidder furnish 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/e-mail) 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 (date of expiry of bank guarantee should be minimum 120 days from scheduled Bid Closing Date) any demands in respect thereof should not reach the bank not later than the above date.

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

Date:

Signature of issuing authority of Bank with
designation seal and seal of the bank.

PROFORMA-III

FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

Ref. No

**Bank Guarantee No
Dated**

To
Oil India Ltd;
Plot No 19, Sector-16,
NOIDA-201203.

Whereas _____ (herein after called 'the Seller') has undertaken, in pursuance of Order No. dated.to supply _____.(description of Goods and Services) hereinafter called 'the Contract'
AND WHEREAS it has been stipulated by you in the said Contract that the seller shall furnish
you a Bank guarantee by a recognized Bank for the sum specified therein as security for compliance with the Seller's performance obligation in accordance with the contract.
AND WHEREAS we have agreed to give the seller a Guarantee:
THEREFORE we hereby affirm that we are Guarantors on responsibility to you, on behalf of the
seller, up to a total of(amount of the Guarantee in words and figures) and we undertake to pay you upon first written demand declaring the Seller to be in default under the contract and without cavil or argument and sum or sums within the limits of.(Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.
The Guarantee is valid until theday of

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

A. Issuing Bank

1. Full address of the bank:
2. Email 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 email address:

Signature & Seal of the guarantors

Date _____

Witness

NOTE: Bidders are NOT required to complete this form while submitting the Bid.

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY CONCERN

This is to certify that the following financial positions extracted from the audited financial statements of (Name of the Bidder) for the last three (3) completed accounting years upto**(as the case may be)** are correct.

YEAR	TURN OVER In INR (Rs.)	NET WORTH In INR (Rs.)

Place:

Date:

Seal:

Membership Number and Firm Registration Number :

Signature

COMMERCIAL CHECK LIST

THE CHECK LIST MUST BE COMPLETED AND RETURNED WITH YOUR OFFER. PLEASE ENSURE THAT ALL THESE POINTS ARE COVERED IN YOUR OFFER. THESE WILL ENSURE THAT YOUR OFFER IS PROPERLY EVALUATED. PLEASE SELECT "Yes" OR "No" (WHEREVER APPLICABLE) TO THE FOLLOWING QUESTIONS, IN THE RIGHT HAND COLUMN.

Sl. No.	REQUIREMENT	COMPLIANCE
1.0	Whether bid submitted under Single Stage Composite Bid System?	Yes/ No
2.0	Whether exempted from submission of Bid Security? (To provide details if exempted)	Yes/ No
3.0	If NO to 2.0 above, and Bid Security submitted in the form of Bank Guarantee(BG), whether ORIGINAL BG(not copy of BG) has been Sent separately? If YES, provide following details:	Yes/ No
	(a) Amount :	
	(b) Name of issuing Bank :	
	(c) Validity of Bid Security:	
4.0	Whether quoted offer validity of 90 (ninety) days from the date of closing of tender?	Yes/ No
5.0	Whether all BRC/BEC clauses accepted?	Yes/ No
6.0	Whether prices submitted as per Bidding format?	Yes/ No
6.1	Whether Bidding format uploaded under "Notes and Attachments" tab in the main bidding engine of OIL's e-Tender portal?	Yes/ No
7.0	Whether confirmed acceptance of tender Payment Terms?	Yes/ No
8.0	Whether Integrity Pact Proforma uploaded with technical bid ?	Yes/No
9.0	Whether confirmed to submit PBG as asked for in NIT?	Yes/ No
10.0	Whether agreed to submit Performance Security / Security Deposit within 15 days of the issue of Letter of Award/order?	Yes/ No
11.0	Whether quoted as per NIT (without any deviations)?	Yes/ No
11.1	Whether quoted any deviation?	Yes/ No
11.2	Whether deviation separately highlighted?	Yes/ No

Offer ref Dated

TECHNICAL / FINANCIAL CHECK LIST

THE CHECK LIST MUST BE COMPLETED AND RETURNED WITH YOUR OFFER. PLEASE ENSURE THAT ALL THESE POINTS ARE COVERED IN YOUR OFFER. THESE WILL ENSURE THAT YOUR OFFER IS PROPERLY EVALUATED. PLEASE SELECT "Yes" OR "No" (WHEREVER APPLICABLE) TO THE FOLLOWING QUESTIONS, IN THE RIGHT HAND COLUMN.

Sl. No.	REQUIREMENT	COMPLIANCE
1.0	Whether documents submitted for successfully executing at least 1(one) purchase order ósupply of cartridgesô for Rs.27,27,430/- in preceding 5(five) years from the original bid closing date.	Yes/ No
2.0	Whether OEM authorization certificate submitted as per Annexure A	Yes/ No
3.0	Whether bidder has office setup in the Delhi NCR.	Yes/ No
4.0	a) Whether bidder has submitted documents: i) A certificate issued by a practicing Chartered/ Cost Accountants Firm with membership no. and firm registration no. certifying the Annual and nature of business. Or ii) Audited Copy of Profit and loss account for last 03 (three years) ending March'2017. for óAverage annual financial turnover during the last 3 (three) financial years, ending 31st March 2017, at least Rs.27.27 Lakhs	Yes/ No
5.0	Whether bidder has submitted documents for Net Worth for preceding financial accounting year.	Yes/ No

Offer ref Dated

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

To
Chief General Manager (C&P)
Oil India Limited
Plot No. 19, Sector-16 A,
Noida, U.P.

Sir,

Sub: OIL's TENDER No. SLI**P18**

I / We _____ confirm that Mr./ Ms. _____ (Name and address) as authorised to represent us during bid opening on our behalf with you against Tender Invitation No. **SLI****P18** for **Supply of toner and ink Cartridges for HP Printers installed at OIL's office premises at Sector-16A, NOIDA, and NBCC Centre, Okhla Phase-I, New Delhi as and when required basis through an Annual Rate Contract.**

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Signature of Bidder: _____

Name: _____

Date: _____