



INVITATION TO e-BID UNDER SINGLE STAGE COMPOSITE BID SYSTEM

Tender No. & Date	: SGI5836P18 dated 22.09.2017
Tender Fee	: INR 1,000.00 (Non Refundable)
Bid Security	: INR 36,480.00
Bidding Type	: SINGLE STAGE COMPOSITE BID SYSTEM
Bid Closing on	: 26.10.2017 at 11.00 Hrs.
Bid Opening on	: 26.10.2017 at 14.00 Hrs.
Bid Validity	: Bid should be valid for 90 days from bid closing date.
Bid Bond Validity	: Bid Bond should be valid upto 24.04.2018. (Bid bond format has been changed. Please submit bid bond as per revised format)
Performance Guarantee	: Applicable @ 10% of order value.
Integrity Pact	: Not Applicable

OIL INDIA LIMITED invites electronic bids from Indigenous bidders under NATIONAL COMPETITIVE BIDDING on SINGLE STAGE COMPOSITE BID SYSTEM through its e-procurement site for the items detailed below –

Item No.	Item Description	Quantity	UoM
10	70W LED Luminaire (Technical Specification as per Annexure AA)	48	NO.
20	70W LED Luminaire (Technical Specification as per Annexure AA)	48	NO.
30	70W LED Luminaire (Technical Specification as per Annexure AA)	48	NO.
40	70W LED Luminaire (Technical Specification as per Annexure AA)	48	NO.

Note: - The general details of tender can be viewed by opening the eRFx [Tender] under RFx and Auctions in the e-portal through Guest Login. The details of tendered items can be found in the Item Data and details uploaded under Technical RFx. The bidding document is available in the Technical RFx -> External Area -> Tender Documents.

STANDARD NOTES:

1.0 The tender will be governed by "General Terms & Conditions" for e-Procurement as per Booklet No. MM/LOCAL/E-01/2005 for E-procurement (LCB Tenders).

2.0 This Bidding document consists of:

- (i) Annexure AA : Technical Specification
- (ii) Annexure BB : Bid Rejection Criteria / Bid Evaluation Criteria
- (iii) Annexure CC : Commercial Check List
- (iv) Annexure DD : Price Schedule
- (v) Annexure EE : Annual Turn Over and Net Worth Certificate
- (vi) Annexure FF : Technical Checklist
- (vii) Annexure IA : Taxes and Duties Clause (GST)
- (viii) Annexure IB : Purchase Preference Policy (linked with Local Content) (PP-LC)

LCB Doc. Booklet (No. MM/LOCAL/E-01/2005) have been uploaded separately in the Technical RFx -> External Area -> Tender Documents.

3.0 For obtaining User ID and Password for accessing the tender document and for submission of bids, interested bidders are requested to go for Online Registration. Please visit the url: <https://etender.srm.oilindia.in/irj/portal> and click on the link 'Supplier Enlistment for E-Tender' for online registration and generation of user id and password. Bidders are advised to apply for user ID and password at least 7(seven) days prior to the last date of tender fee payment for their own interests. User ID's shall be processed within 4(four) days subject to submission of complete information by the bidder. Once the registration is completed user id and password will be assigned to the bidder. The same user id and password may be used for participating in OIL's future tender also.

3.1 After completion of the Online Registration process and receipt of user id and password, bidder may submit the tender fee online. **Tender fee must be paid online through OIL's payment gateway only and no other instrument (Cash/DD/Cheques/Cashier Cheque, etc) will be acceptable.** Please refer the New Vendor Manual uploaded alongwith the tender and also available in the e-portal page for procedure for submission of tender fee and EMD online. *For bidders having existing user id and password issued by OIL, same may be used for submission of bid after payment of tender fee.* On receipt of requisite tender fee, bidder will be allowed to participate in the tender through OIL's e- Procurement portal. **No physical tender documents shall be submitted.**

NOTE: PSUs and SSI units are provided tender documents Free of Cost (as per Govt. guidelines), however they have to apply to OIL's designated office to issue the tender documents before the last date of sale of tender document mentioned in the tender.

4.0 Bidder seeking benefits of MSME and Purchase Preference Policy (Linked with Local Content) shall clearly indicate the same in the tender with proper documents as stipulated in the tender.

5.0 Bidders to note that Govt. of India under Micro, Small and Medium Enterprises Development (MSMED) Act 2006, has proclaimed the Public Procurement Policy, 2012 with effect from 1st April, 2012 in respect of procurement of goods and services, produced and provided by micro and small enterprises, by its Ministries, Departments and Public Sector Undertakings for promotion and development of Micro and Small Enterprises. A new Clause on applicability of Public Procurement Policy for procurement of goods from Micro and Small Enterprises (MSE) in the tender is furnished vide Amendment to General Terms and Conditions for Global Tender (MM/GLOBAL/E-01/2005). Bidders are requested to take note of the same and to submit their offers accordingly.

6.0 EMD must be paid either through online mode or submitted as Bank Guarantee/LC. No DD/Cheques/Cashier Cheque or any other mode will be acceptable.

- 7.0 Please note that all tender forms and supporting documents are to be submitted through OIL's e-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribed with Tender no. and Due date to **The Chief Materials Manager (PL), Oil India Limited (Pipeline Headquarter), P.O. Udayan Vihar, Guwahati -781171 before 14.00 Hrs. IST on the Bid Closing Date** mentioned in the Tender.

- a) Bid Security(EMD) submitted in the form of Bank Guarantee.
- b) Detailed Catalogue (if any).
- c) Any other document required to be submitted in original as per tender requirement.

All documents submitted in physical form should be signed on all pages by the authorised signatory of the bidder and to be submitted in triplicate.

- 8.0 OIL INDIA LIMITED (OIL) has upgraded its E-tender Portal. As part of the new system, the intending bidder must have Encryption Certificate along with Digital Signature Certificate (DSC) of Class III [Organization]. **All the Bids must be Digitally Signed using "Class III" digital certificate (e-commerce application) with 'Certificate Type: Organisation Certificate' as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. The bid signed using other than "Class 3 with Organisation's Name" digital certificate, will be rejected.**

- 9.0 The tender is invited under **SINGLE STAGE-COMPOSITE BID SYSTEM**. The bidder has to submit both the "TECHNO-COMMERCIAL UNPRICED BID" and "PRICED BID" through electronic form in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The "Techno-commercial Unpriced Bid" shall contain all technical and commercial details except the prices which shall be kept blank. Details of prices as per Price Schedule to be uploaded as attachment in the Attachment Tab "Notes and Attachments".

Any offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria mentioned in the tender.

Notes and Attachments

→ Only price details should be uploaded

Technical attachments

→ All technical bid documents except price details

Bidders are requested to go through the 'New Vendor Manual', 'Guidelines to Bidders for participating in OIL e-tenders', 'New Instruction to bidders for submission of bid' and 'Vendor User Manual for e-tendering' available in the e-portal home page before submitting offer in system



Oil India Limited e-Procurement

User ID *

Password *

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[Important Note for New Portal Users:](#)

[Click here to View Compatibility Settings](#)

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Click here for the New Manual & Instruction

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- 10.0 Bidders are requested to examine all instructions, forms, terms and specifications in the tender. Failure to furnish all information required as per the tender or submission of offers not substantially responsive to the bid in every respect will be at the bidder's risk and may result in rejection of its offer without seeking any clarifications.
- 11.0 Bidders must ensure that their bid is uploaded in the system before the tender closing date and time. Also, they must ensure that all documents which are to be submitted in a sealed envelope are also submitted at the address mentioned in note 4.0 above before **14:00 Hrs (IST)** on the bid closing date failing which the offer shall be rejected.
- 12.0 Other terms and conditions of the tender shall be as per General Terms & Conditions" in Booklet No. MM/LOCAL/E-01/2005 for E-procurement (LCB Tenders). However, if any of the clause of the Bid Rejection Criteria / Bid Evaluation Criteria (BEC / BRC) contradicts the clauses in the General Terms & Conditions of the tender and/or elsewhere, those mentioned in the BEC/BRC shall prevail.
- 13.0 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 may be summarily rejected.
- 14.0 **No press advertisement will be published regarding amendment to Bidding Document or extension of Bid Closing Date. The same will be uploaded in OIL's website and informed to all prospective bidders who have received the bidding documents. Bidders to keep themselves updated.**

Sd-
(M.B. SINGHA)
MANAGER MATERIALS (PL)
FOR DEPUTY GENERAL MANAGER - MATERIALS (PL)
FOR: GENERAL MANAGER (PLS)

ANNEXURE - AA

TECHNICAL SPECIFICATION

1. **Item Description:** LED based street lighting fixture with system wattage of 70W
2. System lumen output of 7000 lumens or more
3. System luminous efficacy more than 100 lumens/watt
4. CRI greater than 70
5. Lifetime of 50,000 hrs. or more at L70, with peanut lens optics and outer cover made of polycarbonate
6. Electrical protection of class 1
7. IP 66 & IK05 rated
8. Suitable for operating within a voltage range of 140-270V
9. THD less than 20%
10. Surge protection of 3kV or more
11. Compliant to IEC10322 and IEC60598, EMI levels compliant to IEC 61547 ed. 2.0, 2009 and CISPR-15
12. Color Temperature 5700 or more
13. LM6 high Pressure Die Cast Aluminum Housing
14. **Make & Model:** Similar to Philips BRP 410 LED 072 CW HE MR PC S1 PSU GR. Bidder to categorically confirm the Make & Model in their offer and also submit relevant catalogues.
15. **Warranty:** Warranty of LED luminaries including driver should be of minimum 3(three) years and necessary document/confirmation should be submitted along with the offer.

ANNEXURE - BB**BID REJECTION CRITERIA & BID EVALUATION CRITERIA****I. BID REJECTION CRITERIA (BRC):**

The bids must conform to the specifications, terms and conditions given in the tender document. 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 offer/ offers will be considered as non-responsive and is/are liable to be rejected, if the following conditions are not fulfilled:

(A) TECHNICAL

- 1.0 The Bidder shall be the manufacturer of LED Luminaire or their authorized dealer.
- 1.1 In case the bidder is an OEM
The Bidder shall have experience of design, manufacture and supply of at least 96 nos. LED Luminaire of wattage 70W or more in a single order to any Central Govt./State Govt./PSUs/Public Limited Companies in the last five years.
- 1.2 In case the bidder is an Authorized Dealer
The Bidder shall have experience of supply of at least 96 nos. LED Luminaire of wattage 70W or more in a single order to any Central Govt. / State Govt. / PSUs /Public Limited Companies in the last five years
- 2.0 Bidder shall submit documentary evidences such as purchase orders, authorization certificates from OEM and other necessary details & documents along with offer for 1.0, 1.1 & 1.2 above.
- 3.0 Bidder shall submit Copy of test reports for LM-79, LM-80, LM-6 (Housing) and CRI of offered LED Luminaries from NABL accredited testing Laboratory along with the offer.
- 4.0 Bidder shall fill up & submit Technical Specification Conformity checklist attached as Annexure - FF.
- 5.0 **DELIVERY: Delivery of the materials must be completed within 45 days from the date of placement of Purchase Order. Bidder should confirm the same in their offer.**

(B) FINANCIAL:

- 1.0 Annual Financial Turnover of the bidder during any of preceding three financial / accounting years from the original bid closing date should be at least INR 9,12,000.00.
- 1.1 **Net worth** of bidder must be positive for preceding financial/ accounting year.
- 2.0 Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months 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 year (as the case may be) has actually not been audited so far.

Notes:

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

(C) COMMERCIAL

- 1.0 Bids are invited under **SINGLE STAGE COMPOSITE BID SYSTEM**. Bidders shall quote accordingly.
- 2.0 **Bid security of INR 36,480.00 shall be furnished as a part of the bid.** Any bid not accompanied by a proper bid security in ORIGINAL will be rejected without any further consideration. For exemption for submission of Bid Security, please refer Clause No. 8.8 of General Terms and Conditions vide MM/LOCAL/E-01/2005 for E-Procurement LCB Tenders. **The Bid Security shall be valid till 24.04.2018.**
- 3.0 The prices offered will have to be firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and rejected.
- 4.0 **Validity of the bid shall be minimum 90 days from bid closing date. Bids with lesser validity will be rejected.**
- 5.0 All the Bids must be Digitally Signed using Class III digital certificate (e-commerce application) with **'Certificate Type: Organisation Certificate'** as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. **The bid signed using other than "Class 3" digital certificate, will be rejected.**
- 6.0 Successful bidder will be required to furnish a Performance Bank Guarantee @10% of the order value. The Performance Security specified above must be valid for 3(three) months beyond the Warranty period indicated in the Purchase Order/contract agreement [Please refer OIL's Booklet Ref. No. MM/LOCAL/E-01/2005 for E-procurement of Indigenous tender (LCB Tenders)]. Bidder must confirm the same in their Technical Bid. Offers not complying with this clause will be rejected.
- 7.0 Bids received after the bid closing date and time will be rejected. Similarly, modifications to bids received after the bid closing date & time will not be considered.
- 8.0 Bids containing incorrect statement will be rejected.
- 9.0 No offers should be sent by Telex, Cable, E-mail or Fax. Such offers will not be accepted.
- 10.0 The following points are deemed as "non-negotiable" and offer shall be rejected straightaway without seeking clarification:
 - i. Validity of bid shorter than validity indicated in the tender.
 - ii. Original Bid Security not received within the stipulated date and time mentioned in the tender.
 - iii. Bid security with (a) Validity shorter than the validity indicated in tender and/or (b) Bid security amount lesser than the amount indicated in the tender.

11.0 Bidder must accept and comply with the following clauses as given in the Bid Document, failing which bid shall be liable for rejection:

- i. Liquidated Damages
- ii. Guarantee of material
- iii. Arbitration / Resolution of Dispute
- iv. Force Majeure
- v. Applicable Laws

12.0 **PRICE SCHEDULE & EVALUATION OF OFFER:**

Bidder shall submit the Price Break up as per Annexure DD. Bidders should fill up the annexures, sign and upload under “Notes & Attachments” > “Attachments” only. Evaluation of offers shall be done on F.O.R. Destination (Guwahati) basis.

12.1 The bids conforming to the specifications, terms and conditions stipulated in the enquiry and considered to be responsive after subjecting to the Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria given below:

1. Basic Material Value including TPI, if any
2. Pre-despatch Inspection Charges, if any
3. Packing & Forwarding Charges, if any
4. **Total Ex-works Value (1+2+3)**
5. GST on Total Ex-Works Value
6. Compensatory Cess, if any
7. **Total FOR Despatching Station Value (4+5+6)**
8. Freight Charges upto destination
9. GST on Freight Charges
10. Insurance Charges @0.5% of (7) inclusive of GST
11. Training Charges, if any
12. GST on Training Charges
13. Installation & Commissioning Charges, If any
14. GST on Installation & Commissioning Charges
15. AMC Charges, if any
16. GST on AMC Charges
17. **Total FOR Destination, Guwahati Value (7+8+9+10+11+12+13+14+15+16)**

12.2 **Comparison of offers shall be done on Total Value vide Srl. No. 17 (Total FOR Destination Value).**

12.3 Domestic bidders must quote inland freight charges upto Guwahati. In case bidder fails to quote inland freight charges, highest freight quoted by domestic bidder (considering pro-rata distance) against this tender or OIL's estimated freight, whichever is higher, shall be loaded to their offer for comparison purpose. However, OIL reserves the right to transport through its own contract carrier.

12.4 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.

12.5 Other terms and conditions of the enquiry shall be as per General Terms and Conditions for LCB Tender. However, if any of the Clauses of the Bid Rejection Criteria / Bid Evaluation Criteria (BEC/BRC) mentioned here contradict the Clauses in the General Terms & Conditions of LCB Tender of the tender and/or elsewhere, those mentioned in this BEC/BRC shall prevail.

ANNEXURE – IA**TAXES AND DUTIES CLAUSE - FOR VENDOR/SUPPLIER/CONTRACTOR**
(For Supplies/ Services during GST Regime)**INDIRECT TAXES/ GST**

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 – 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.
2. The rates quoted by the bidders shall be inclusive of all taxes, duties and levies. However, 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 to 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.
3. Offers without giving any of the details of the taxes (Including rates and amounts) as specified above will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & 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/ Contracts will be binding on the bidder.
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.
5. Oil India Ltd. shall declare the value of free issue of materials and services, if any, involved in the execution of the contract. The Contractor should consider the same while working out the GST liability, if any. Further in cases where GST is leviable on any facilities provided by OIL and used by bidders and the consideration for which is recovered by OIL in the form of reduction in the invoice raised by bidders then OIL will raise GST invoices on such transactions and the same will be reimbursed by bidders.
6. **When Input tax credit is available for Set Off:**
Evaluation of L-1 prices shall be done based on Quoted price after deduction of Input Tax Credit (ITC) of GST, if available to OIL. OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders.

When Input tax credit is NOT available for Set Off:

Evaluation of L-1 prices shall be done based on Quoted price only. OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders.

7. 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.
8. 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.
9. GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.

Purchase Preference Policy (linked with Local Content) (PP-LC)

In view of the 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, the following clauses has been incorporated in the tender. BidderS may take note of the same while submitting bid against the tender -

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 ____ %.
(To select and indicate the Local Contents (LC) from Enclosure-I of policy documents. 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 – 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 – 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).

5. In case, the tendered quantity is not splittable/non-dividable/cannot be procured from multiple sources, the entire procurement value shall be awarded to the lowest techno-commercially qualified LC bidder subject to matching with valid NLC L1 rates.
6. 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.
7. 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.

8. Determination of LC

- 8.1 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.

8.2 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.

8.3 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.

9. Calculation of LC and Reporting

9.1 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.

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

10. Certification and Verification

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

10.1.1 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 support by a certificate from Statutory Auditor as per clause 2.2.

10.1.2 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.

10.2 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.

10.3 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.

10.4 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.

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

11. Sanctions

11.1 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.

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

11.3 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.

11.4 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.

11.5 In pursuance of the clause No.11.4 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.

12. Bidders should note that PP – 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

ENCLOSURE - II**Formats for calculation of Local Content in Goods/Services/EPC Contracts:****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)*
