



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

Oil India Limited (RP)  
2-A. District Shopping Centre  
Saraswati Nagar, Basni  
Jodhpur-342005,  
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### **FORWARDING LETTER**

<b>Tender No.</b>	<b>: SJI8853P19</b>
<b>Tender Fee</b>	<b>: INR 1,000.00</b>
<b>Bid Security Amount</b>	<b>: INR 41,000.00</b>
<b>Bid Bond Validity</b>	<b>: Bid Bond should be valid up to 28.02.2019. (Bid bond format has been changed. Please submit bid bond as per revised format. Refer: MM/LOCAL/E-01/2005)</b>
<b>Bid Validity</b>	<b>: Bid should be valid for 90 days from bid closing date.</b>
<b>Bidding Type</b>	<b>: SINGLE STAGE COMPOSITE BID SYSTEM</b>
<b>Bid Closing on</b>	<b>: As mentioned in the e-portal</b>
<b>Bid Opening on</b>	<b>: -do-</b>
<b>Performance Security</b>	<b>: Applicable (@10% of the PO value</b>
<b>Integrity Pact</b>	<b>: Not applicable</b>

OIL, Rajasthan Project invites Bids for **Design, Manufacture, Packing & Forwarding, Transportation of 2 (Two) numbers of outdoor type LT distribution panel board, 1 (one) number LT change over panel and 2 (two) numbers LT lighting distribution board** through its e-Procurement site under **SINGLE STAGE COMPOSITE BID SYSTEM**. The bidding documents and other terms and conditions are available at Booklet No. MM/LOCAL/E-01/2005 for E-Procurement. The prescribed Bid Forms for submission of bids are available in the Technical RFx -> External Area -> Tender Documents

The general details of tender can be viewed by opening the RFx [ Tender] under RFx and Auctions. The details of items tendered can be **found in the Item Data and details uploaded under Technical RFx.**

#### **The tender will be governed by:**

- “General Terms & Conditions” for e-Procurement as per Booklet No. MM/LOCAL/E-01/2005 for E-Procurement.
- Technical specifications, Quantity and any other notes as per **Annexure – IA**.
- The prescribed Bid Forms for submission of bids are available in the Technical RFx -> External Area -> Tender Documents.

- d) Any sum of money due and payable to the contractor (including Security Deposit refundable to them) under this or any other contract may be appropriated by Oil India Limited and set-off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited).
- e) Bidder are advised to fill up the Technical bid check list (**Annexure EEE**) and Response sheet (**Annexure FFF**) given in MS excel format in Technical RFx -> External Area - > Tender Documents. The above filled up document to be uploaded in the **Technical Attachment**. For details please refer “Vendor User Manual” / “NEW INSTRUCTIONS”.
- g) Amendments to the NIT after its issue will be published on OIL’s website only. Revision, clarification, addendum, corrigendum, time extension etc. to the tender will be hosted on OIL website only. No separate notification shall be issued in the press. Prospective bidders are requested to visit website regularly to keep themselves updated.
- h) **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 Deptt at following: Tel Nos = 0374-2807178, 0374-2807171 , 0374-2807192. Email id = [erp\\_mm@oilindia.in](mailto:erp_mm@oilindia.in)**

#### **1.0 Technical and Financial Criteria:**

In addition to the general BRC/BEC, following Technical and Financial criteria shall be considered as on the original Bid Closing Date. (Documentary evidence to be provided along with the bid in Technical Documents failing which the offer shall be rejected).

Criteria	Complied / Not Complied. Documentary evidence submitted/not submitted
<p><b>BID REJECTION CRITERIA (BRC):</b> The bids shall conform to the specifications, terms and conditions given in the tender. Bids shall be rejected in case the item(s) offered do not conform to technical specifications and to the respective international / national standards wherever stipulated. Notwithstanding the general conformity of the bids to the stipulated specifications, and terms &amp; conditions, the following requirements shall have to be particularly met by the bidders, without which the offer will be considered as non-responsive and rejected. All the documents related to BRC must be submitted along with the technical bid.</p> <p><b>A) TECHNICAL:</b> Bidder must meet the following criteria failing which the bid shall be rejected:</p> <p>i) Bidder:</p> <p>a) Shall be Original Equipment Manufacturer (OEM) of LT panel</p>	

<p style="text-align: center;"><b>AND</b></p> <p>b) The LT panel manufacturer must have authorization from the OEM of MCCB &amp; MCB specific to this tender.</p> <p><b>Documentary evidence in this regard must be furnished along with the bid failing which offer would be rejected.</b></p> <p>ii) The manufacturer of LT panel must have following type test certificates from CPRI / NABL approved laboratory of India.</p> <ul style="list-style-type: none"> <li>a) Short circuit breaking capacity of 50kA/sec for a minimum rated current of 1000 Amps.</li> <li>b) Temperature rise test</li> <li>c) IP 65</li> <li>d) Dielectric strength withstand.</li> </ul> <p>iii) Bidder shall have the experience of successfully supplying at least 1 (One) similar order of tendered item 10 i.e. <b>LT distribution panel board</b> of same or higher specification as specified in the tender in the last 5 (Five) years before the bid closing date of this enquiry.</p> <p>Documentary evidence in this regard must be provided along with the quotation failing which their offer will be rejected.</p> <p>Bidder shall have to quote for all the items mentioned in the NIT otherwise, their offer shall not be considered for evaluation</p> <p>iv) The bidder shall submit documents in support of their previous supply experience mentioned above as follows: (a) Copy(ies) of Purchase Order(s)/Contract document(s), and (b) Any one or combination of the following documents that confirms the successful execution of each of the purchase order(s) / contract(s)</p> <ul style="list-style-type: none"> <li>- Completion report/performance certificate from the clients,</li> <li>- Bill of lading,</li> <li>- Delivery challan/Invoice etc.</li> <li>- Any other documentary evidence that can substantiate the successful execution of each of the purchase Order(s)/contract(s) cited above.</li> </ul>	
<p><b>B) FINANCIAL</b></p> <p>a) Annual Financial Turnover of the bidder during any of preceding 03 (three) financial / accounting years from the original bid closing date should be at least Rs. 10.25 Lakhs.</p> <p>b) Net Worth of the firm should be Positive for preceding financial /Accounting year</p> <p>Note -For (a) &amp; (b): 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</p>	

<p>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’.</p> <p>Notes: a) For proof of Annual Turnover &amp; Net worth any one of the following document must be submitted along with the bid: - A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover &amp; Net worth OR Audited Balance Sheet along with Profit &amp; Loss account.</p> <p>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.</p> <p>In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR, the bidder shall have to convert the figures in equivalent INR considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit &amp; Loss Account is signed. A CA Certificate is to be submitted by the bidder regarding converted figures in equivalent INR.</p>	
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Note: For Annual financial turnover and net worth, enclose the audited Annual Report, Balance Sheet and Profit and Loss Account certified by a chartered accountant.

**2.0** For Tender Fee (Non-refundable) of INR 1,000/- , payment should be made only through online payment gateway and no other instrument (Cash/DD/Cheques/Cashier Cheque, etc.) will be acceptable. Tender fee shall be accepted only upto one week prior to Bid Closing date (as mentioned in e-portal). For participating in Oil India limited e-tenders, all new vendors must get themselves enlisted in Oil India e-portal. Please go to the url: <https://etender.srm.oilindia.in/irj/portal> and go to the link Supplier Enlistment for E-Tender. For, the detailed procedure for payments towards 'Tender Fee' and 'Bid Security /EMD' through 'Payment Gateway', please refer the manual.

No physical tender documents will be provided. Details of NIT can be viewed using “Guest Login” provided in the e-Procurement portal. The link to e-Procurement portal has also been provided through OIL’s web site [www.oil-india.com](http://www.oil-india.com).

PSUs and SSI units are provided USER\_ID and initial PASSWORD Free of Cost (as per govt guidelines), however they have to obtain USER\_ID and initial PASSWORD as mentioned above and apply to OIL's designated office before the last date of receipt of tender fee (as mentioned in e-portal).

**NOTE:**

**In case of MSE/PSUs/ Govt. Bodies / eligible institutions etc., they shall apply to Chief General Manager (Services), Oil India Limited, Rajasthan Project, 2A, District Shopping Centre**

**Saraswati Nagar, Basni, Jodhpur-342005, Rajasthan for waiver of Tender Fee upto one week prior to the Bid closing date (as mentioned in e-portal).**

3.0 Please note that all tender forms and supporting documents are to be submitted through OIL's e-Procurement site only except following document/materials which are to be submitted manually in sealed envelope super scribed with **Tender no.** and **Due date** to **Chief General Manager (Services), Oil India Limited, Rajasthan Project, 2A, Saraswati Nagar, District Shopping Centre, Basni, Jodhpur-342005, Rajasthan** on or before the Bid Closing Date and Time mentioned in the Tender.

a) **Original Bid Security**

b) **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 duplicate.

4.0 Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the NIT or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in rejection of its offer without seeking any clarifications.

5.0 Bidders must ensure that their bid is uploaded in the system before the tender closing date and time. Also, they must ensure that above documents which are to be submitted in a sealed envelope are also submitted at the above mentioned address before the bid closing date and time failing which the offer shall be rejected.

6.0 Bid must be submitted electronically only through OIL's e-procurement portal. Bid submitted in any other form will be rejected.

7.0 The tender shall be governed by the Technical and Financial criteria given above. **However, if any of the Clauses of the Technical and Financial criteria contradict the Clauses of the tender and / or "General Terms & Conditions" as per Booklet No. MM/LOCAL/E-01/2005 elsewhere, those in the Technical and Financial criteria given above shall prevail.**

**7.1 The following points are deemed as non-negotiable and offer shall be rejected straightaway without seeking clarification in case of the following:**

- i. **Validity of bid shorter than validity indicated in the tender.**
- ii. **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.**

**8.0 Please do refer the User Manual provided on the E-portal on the procedure How to create Response for submitting offer.**

9.0 All the Bids must be Digitally Signed using "Class 3" digital certificate (e-commerce application) with organization name as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.



- . In order to bid for OIL e-tenders all the vendors are required to obtain a legally valid Digital Certificate 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. Digital Signature Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.

**Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder change his Digital Signature Certificate then old certificate (used for encryption) is required in order to decrypt his encrypted response for getting the edit mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LTD is not responsible.**

Very  
Important

- 10.0 BIDDERS ARE REQUIRED TO QUOTE WITH MINIMUM VALIDITY OF 90 DAYS FROM THE BID CLOSING DATE AS PER NIT REQUIREMENT. BIDS WITH LESSER VALIDITY SHALL BE REJECTED.
- 11.0 The original bid security (Amount is mentioned above and also in Basic Data of the tender in OIL's e-portal) should reach Chief General Manager (Services), Oil India Limited, Rajasthan Project, 2A, District Shopping Centre Saraswati Nagar, Basni, Jodhpur-342005, Rajasthan before bid closing date and time of the technical bid. Bid without original Bid Security will be rejected. The bidders who are exempted from submitting the Bid Bond should attach documentary evidence in the Collaboration folder as per General Terms and conditions Local Tender (MM/LOCAL/E-01/2005). **The bid security shall be valid up to 28.02.2019. Please submit bid bond as per revised format.**
- Against Bid Security /EMD– Only payments through online gateway mode or Submission of Bank Guarantee/LC will be acceptable. No DD/Cheques/Cashier Cheque or any other mode will be acceptable.**
- 12.0 Performance Security @10% of order value is applicable against this tender. Please refer clause 10.0 of Section A of General Terms and conditions for Local Tender (MM/LOCAL/E-01/2005).
- 13.0 **Benefits to Micro & Small Enterprises (MSEs) as per OIL's Public Procurement Policy for Micro and Small Enterprises (MSEs) shall be given. Bidders are requested to go through ANNEXURE – I of MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders for more details. MSE bidders are exempted from submission of Tender Fees and Bid Security/Earnest Money provided they are registered for the items they intend to quote.**
- 14.0 If Bank Guarantee is submitted towards 'Bid Security', then bidders have to ensure that the Bank Guarantee issuing bank indicate the name and detailed address (including e-mail) of their higher office from where confirmation towards genuineness of the Bank Guarantee can be obtained.
- 15.0 **PURCHASE PREFERENCE** : Purchase Preference will be applicable as per latest Govt. Guidelines. Bidders to take note of the same and quote accordingly. It is the bidder's

responsibility to submit necessary documents from the Competent Authority to establish that they are eligible for purchase preference against this tender.

16.0 PRICE PREFERENCE : Price Preference will be applicable as per latest Govt. Guidelines. Bidders to take note of the same and quote accordingly. It is the bidder's responsibility to submit necessary documents from the Competent Authority to establish that they are eligible for price preference against this tender.

17.0 Attention about GST: Please ignore the details given about the taxes, duties & levies in anywhere in Tender documents which is not applicable now after implementation of GST with effect from 01.07.2017. Others all terms and condition remains same. Referred annexure for GST uploaded under Technical bid

18.0 **GST Clause: Please refer to Annexure – GST.**

19.0 Purchase Preference (Linked to Local Content) shall be applicable against this tender. Please refer to **Annexure-PP-LC**.

**NOTE: FOR BID SECURITY/EMD AND PBG-In case of Bank Guarantee.**

The bidders/successful bidders are requested to advise the Bank Guarantee issuing bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original bank guarantee in Oil's tender issuing office:

The bank guarantee issued by the bank must be routed through SFMS platform as per following details:

(i) "MT 760 / MT 760 COV for issuance of bank guarantee.

(ii) "MT 760 / MT 767 COV for amendment of bank guarantee

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Jodhpur Branch, IFS Code - UTIB0000057, Swift Code:- AXISINBB057 Branch Address - AXIS Bank Ltd, Prince Tower, Near Jaljog Circle, Residency Road, Jodhpur- 342003.

**NOTE:**

**Bidders should submit their bids (preferably in tabular form) explicitly mentioning compliance / non compliance to all the terms and conditions of NIT.**

Yours Faithfully

Sd-

(DAYA SHANKAR)

Sr. MATERIALS MANAGER  
FOR CGM-SERVICES



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erp\_mm@oilindia.in

### **ANNEXURE-IA**

**Tender No.     Date                    : SJI8853P19**

**Bidding Type                            : Single Bid (Composite Bid)**

**Bid Closing on                           : As mentioned in e-portal**  
**Bid Opening on                         : As mentioned in e-portal**

**OIL INDIA LIMITED (Ra asthan Pro ect) invites Indigenous Bids for items detailed below:**

#### **TECHNICAL SPECIFICATIONS WITH QUANTITY:**

<b><u>SL. NO.</u></b> <b><u>MAT.</u></b> <b><u>CODE</u></b>	<b><u>MATERIAL DESCRIPTION</u></b>	<b><u>QUANTITY</u></b>	<b><u>UOM</u></b>
10 OC000404	Design, Manufacture, Packing & Forwarding and Transportation of outdoor type LT distribution panel board as per technical specifications vide Annexure-A.	2	NO
20 OC000404	Design, Manufacture, Packing & Forwarding and Transportation of floor mounted indoor type LT changeover panel as per technical specifications vide Annexure-B	1	NO
30 OC000404	Design, Manufacture, Packing & Forwarding and Transportation of outdoor type LT lighting distribution panel board as per technical specifications vide Annexure-C	2	NO

**Note: ALL THE ABOVE ITEMS SHALL BE PROCURED FROM SINGLE SOURCE.**

#### **Notes:**

1. For evaluation of offer Total cost of all items of LT distribution panel board (item no. 10), LT changeover panel (item no. 20) and LT lighting distribution panel board (item no. 30) will be considered. Bidders are advised to quote for all items separately.

2. All items are to be procured from the same source.

3. Detailed technical specification are provided as under:

Annexure- "A" : "Technical Specification of LT Distribution Panel Board".

Annexure- "B" : "Technical Specifications of floor mounted LT changeover panel".

Annexure- "C" : "Technical Specifications of LT lighting Distribution Board".

Annexure- "D" : "Bidder's Declaration".

4. All the above items are to be delivered at OIL's Hamira Godown,Jaisalmer



**“ANNEXURE – A”**

**ITEM10: Technical Specifications of LT Distribution Panel Board:**

Sl. No.	Item	Quantity (Nos.)	Capacity	Name plate detail	Specification
1	Incomer	2 (Two)	630 Amps	INCOMER– DG# 1	<p><b>A]</b> Distribution type MCCB, 4 pole, 630 Amps, 415 Volts, 50 Hz, 50 kA breaking capacity with adjustable overload protection and fixed instantaneous short circuit protection. MCCB shall have:</p> <ul style="list-style-type: none"> <li>i) Direct Rotary handle on the cubicle door without extension- rod for ease of operation</li> <li>ii) Protection: Thermal magnetic with CBCT based earth fault protection.</li> </ul> <p><b>B] Incomer cubicle shall also have:</b></p> <ul style="list-style-type: none"> <li>i) Digital multi functional meter with selector switch showing current &amp; voltage in each phase, KWH, PF with class of accuracy -0.5</li> <li>ii) Current transformers – with suitable rating for measurement &amp; protection. Class of accuracy -0.5,</li> <li>iii) 230V AC, LED Indication lamp for R, Y, B phases - 3Nos.</li> <li>iv) LED indication lamp for Incomer “ON”, “OFF” &amp; “TRIP”</li> <li>v) MCBs required for control circuit.</li> <li>vi) Brought out terminals with detachable gland plate for incoming cable connection</li> <li>vii) Any other item required for smooth operation of the MCCB.</li> <li>viii) Provision shall be kept for tripping the breaker from operation of NGR (NGR to be kept outside the panel – not in scope of this supply)</li> </ul> <p><b>Note:</b></p> <ul style="list-style-type: none"> <li>i) Suitable electrical &amp; mechanical interlock facility shall be incorporated amongst Incomer – DG #1, Incomer – DG #2 / Incomer – JVVNL (State board supply) so that only one of the 2 incomers can be taken into service. Interlocking shall be such that if one incomer is in service the other incomer shall not be operative.</li> </ul>
				INCOMER – DG #2/ INCOMER– JVVNL	Same as Incomer – DG #1

2	Feeder	1 (One)	250 Amps	FEEDER 250 AMPS	<p>Distribution type MCCB, 4 pole, 250 Amps, 415 Volts, 50 Hz, 36 kA breaking capacity with adjustable overload protection and fixed instantaneous short circuit protection.</p> <p>MCCB shall have:</p> <ul style="list-style-type: none"> <li>i) Direct Rotary handle on the cubicle door without extension- rod for ease of operation</li> <li>ii) Protection: Thermal magnetic with CBCT based earth fault protection with indication of trip.</li> </ul> <p><b>Indication &amp; metering:</b></p> <ul style="list-style-type: none"> <li>i) Cubicle shall have indication lamp for MCCB "ON"</li> <li>ii) Digital multi functional meter with selector switch showing current, voltage with class of accuracy -0.5 with 0.5 class CT and any other accessories required.</li> </ul>
3	Feeder	1 (One)	400 Amps	FEEDER 400 AMPS	<p>Distribution type MCCB, 4 pole, 400 Amps, 415 Volts, 50 Hz, 50 kA breaking capacity with adjustable overload protection and fixed instantaneous short circuit protection.</p> <p>MCCB shall have:</p> <ul style="list-style-type: none"> <li>i) Direct Rotary handle on the cubicle door without extension- rod for ease of operation</li> <li>ii) Protection: Thermal magnetic with CBCT based earth fault protection with indication of trip.</li> </ul> <p><b>Indication &amp; metering:</b></p> <ul style="list-style-type: none"> <li>i) Cubicle shall have indication lamp for MCCB "ON"</li> <li>ii) Digital multi functional meter with selector switch showing current, voltage with class of accuracy -0.5 with 0.5 class CT and any other accessories required.</li> </ul>
4	Feeders	4(Three)	150 Amps	FEEDER #1, FEEDER #2, FEEDER#3, FEEDER#4	<p>Distribution type MCCB, 4 pole, 150 Amps, 415 Volts, 50 Hz, 36 kA breaking capacity with adjustable overload protection and fixed instantaneous short circuit protection.</p> <p>MCCB shall have:</p> <ul style="list-style-type: none"> <li>i) Direct Rotary handle on the cubicle door without extension- rod for ease of operation</li> <li>ii) Protection: Thermal magnetic with CBCT based earth fault protection with indication of trip.</li> </ul>

					iii) Cubicle shall have indication lamp for MCCB "ON"
5	3 phase DB	1 (One)	100 Amps	DB	<p><b>Incomer:</b></p> <p>Distribution type MCCB, 4 pole, 100 Amps, 415 Volts, 50 Hz, 25 kA breaking capacity with adjustable overload protection and fixed instantaneous short circuit protection and with suitably designed adjustable earth leakage protection</p> <p><b>Outgoing feeders:</b></p> <ul style="list-style-type: none"> <li>i) 32 Amps, 4 pole RCBO, 100mA 415 Volts, 50 Hz, 10 kA breaking capacity – 2 Nos.</li> <li>ii) 20 Amps, 4 pole RCBO, 100mA, 415 Volts, 50 Hz, 10 kA, C curve – 5 Nos.</li> <li>iii) 16 Amps double pole MCB – 6 Nos (2 nos. per phase)</li> </ul>
6	DOL Starter	1 (One)	7.5 to 10 HP	7.5/10 HP DOL STARTER	<p>Motor Protection type MCCB, 3 Pole, 415 Volts, 50 Amps, 36 kA breaking capacity with adjustable overload &amp; instantaneous short circuit protection and with suitably designed adjustable earth leakage protection.</p> <p><b>Starter shall have:</b></p> <ul style="list-style-type: none"> <li>i) 32Amps, TP power contactor with 2NO + 2NC auxiliary contact. 1No.</li> <li>ii) Thermal magnetic overload relay range 10-15 Amps with 1NO + 1NC contact with single phasing protection directly mounted on power contactor, -1No.</li> <li>iii) Current transformer with CT ratio- 25/5, class of accuracy-1.0 - 3 Nos., Make- Kappa/ AE</li> <li>iv) Digital Ammeter, Make- Conzerv Ltd./ AEI Ltd. Suitable for CT ratio- 25/5 -1No.</li> <li>v) LED indication lamp for motor ON/OFF/ TRIP -3Nos. Make- L&amp;T/Schneider / Binay/Technic</li> <li>vi) Suitable MCB for control circuit protection.</li> <li>vii) "START – STOP" push button for "Local" operation with provision for remote operation of the starter.</li> </ul>
7	DOL Starter	1 (One)	20 to 25 HP	20/25 HP DOL STARTER	<p>Motor Protection type MCCB, 3 Pole, 415 Volts, 100 Amps, 36 kA breaking capacity with adjustable overload &amp; instantaneous short circuit protection with suitably designed adjustable earth leakage protection.</p>

					<p><b>Starter shall have:</b></p> <ul style="list-style-type: none"> <li>viii) Suitably rated, TP power contactor with 2NO + 2NC auxiliary contact. 1No.</li> <li>ix) Suitable thermal magnetic overload relay with 1NO + 1NC contact with single phasing protection directly mounted on power contactor, -1No.</li> <li>x) Current transformer with CT ratio- Suitable, class of accuracy-1.0 - 3 Nos., Make- Kappa/ AE</li> <li>xi) Digital Ammeter, Make- Konzerv Ltd./ AEI Ltd. Suitable for above CT ratio-1No.</li> <li>xii) LED indication lamp for motor ON/OFF/ TRIP -3Nos. Make- L&amp;T/Schneider / Binay/Technic</li> <li>xiii) Suitable MCB for control circuit protection.</li> <li>xiv) "START – STOP" push button for "Local" operation with provision for remote operation of the starter.</li> </ul>
8	STAR - DELTA STARTER	1 (One)	25 to 30 HP	25/30 HP STAR - DELTA STARTER	<p>Motor Protection type MCCB, 3 Pole, 415 Volts, 100 Amps, 36 kA breaking capacity with adjustable overload &amp; instantaneous short circuit protection with suitably designed adjustable earth leakage protection.</p> <p><b>Starter shall have:</b></p> <ul style="list-style-type: none"> <li>i) 63 Amps TP power contactors with 2NO+ 2NC auxiliary contact, - 3Nos.</li> <li>ii) Thermal magnetic overload relay range 30-40 Amps / suitable range with 1NO+ 1NC contact with single phasing protection directly mounted on power contactor, - 1No.</li> <li>iii) Current transformer with CT ratio- 50/5, class of accuracy-1.0 - 3 Nos.</li> <li>iv) Digital Ammeter, suitable for CT ratio- 50/5 -1No.</li> <li>v) LED indication lamp for motor ON/OFF/ TRIP -3Nos.</li> <li>vi) Suitable MCB for control circuit protection.</li> <li>vii) One no. Electronic timer. Operating time: 0-18 seconds. The timer shall provide time delay during change-over from star to delta.</li> <li>viii) "START – STOP" push button for "Local" operation with provision for</li> </ul>

					remote operation of the starter.
9	STAR - DELTA STARTER	1 (One)	40 to 50 HP	40/50 HP STAR - DELTA STARTER	<p>Motor Protection type MCCB, 3 Pole, 415 Volts, 150 Amps, 36 kA breaking capacity with adjustable overload &amp; instantaneous short circuit protection with suitably designed adjustable earth leakage protection.</p> <p><b>Starter shall have:</b></p> <ul style="list-style-type: none"> <li>ix) Suitably rated TP power contactors with 2NO+ 2NC auxiliary contact, - 3Nos.</li> <li>x) Suitable Thermal magnetic overload relay with 1NO+ 1NC contact with single phasing protection directly mounted on power contactor, -1No.</li> <li>xi) Current transformer with CT ratio- Suitable, class of accuracy-1.0 – 3 Nos.</li> <li>xii) Digital Ammeter, suitable for above CT ratio- 1No.</li> <li>xiii) LED indication lamp for motor ON/OFF/ TRIP -3Nos.</li> <li>xiv) Suitable MCB for control circuit protection.</li> <li>xv) One no. Electronic timer. Operating time: 0-18 seconds. The timer shall provide time delay during change-over from star to delta.</li> <li>xvi) “START – STOP” push button for “Local” operation with provision for remote operation of the starter.</li> </ul>
10	Power factor Controller	1(one)		APFC	One (01) No. suitably designed power factor controller to be incorporated in the panel to maintain power factor above 0.95.

**A] Make of Items:**

- i) **ACB:** ABB/ Schneider / Siemens
- ii) **MCCB:** ABB/ Schneider / Siemens
- iii) **MCB:** ABB/ Schneider / Siemens / Legrand
- iv) **Power contactor(s), O/L relay(s), Timer(s), Auxilliary contactor(s):** ABB/ Schneider / Siemens
- v) **Digital multi functional meters:** Conzerv Ltd. / AEI Ltd/ SOCOMEC / Schneider
- vi) **CTs:** AEI / Kappa
- vii) **LED** Indication lamps: L&T/Schneider / Binay/Technic
- viii) Control wire: Havells / Polycab / Finolex
- ix) CBCT & Earth fault relay shall be of same make as MCCB.
- x) Any other item(s) shall be from reputed manufacturer.

## C] Construction:

- i) The panel shall be double door metal-enclosed, free-standing, self-supporting, compartmentalized, modular type suitable for outdoor installation with provision for transportation. The panel shall be industrial type, dust and vermin proof. The enclosure shall provide a degree of protection of not less than IP- 65. Height of the panel from ground level shall be restricted to 2000 MM from bottom. 450MM from bottom shall not be considered for construction of the panel compartments, this gap shall be considered for cable entry from bottom.
- ii) Size of the panel board shall be restricted to 2000mm(Height) x 2800mm (Width) x 600mm(Depth)
- iii) The panel shall be fabricated out of **2 mm** thick cold rolled steel plates & properly supported using angles & channels as required. The compartments shall be divided & arranged into convenient continuous line. The panel as a single unit shall be mounted on a base frame made out of suitable structure, preferably ISMC Channels.
- iv) The main busbar (3 phase & neutral) shall be horizontally placed on the top horizontal chamber. The size of the neutral busbar shall be of same size as the phase bus bars. Vertical bus bar arrangement shall be provided for feeding power to feeder panels / compartments. The panel shall be provided with suitable cable alley with gland plates at the bottom.
- v) The isolators, MCCBs, MCBs, contactors, capacitors, instruments, auxiliary equipments as well as cable terminations for the feeders shall be accessible from the front. The Panel shall be fully compartmentalised with all doors on the front only. Power incoming cables may however be accessible from backside. Busbar and cable alley shall be shrouded by insulating barrier plates.
- vi) Cable entries for all power cables (both incomers & outgoing feeders) & instrumentation cables if any must be at the bottom of the panel with suitable removable gland plates. Gland plates shall be **2 mm** thick cold rolled steel plates.
- vii) The cable alley chamber(s) shall have suitable supporting arrangement for holding the cables in place avoiding weight / torque on the cable terminations.
- viii) The vertical & horizontal metallic sheets to be used as separators / for installation of MCCBs & other devices shall be of 2 mm thickness. The horizontal separators may be removable type screwed to the lugs projecting from the main body / structure of the panel. Each chamber shall be provided with a hinged type door opening away from the cable alley & shall be provided with black flower type thumb screw which shall ensure tight closing. The edges of the doors shall be provided with a neoprene rubber gasket to make the compartment dust-proof. All retaining catches, screws & bolts for doors & covers shall be cadmium plated.
- ix) Compartment doors shall be inter-locked with the switch unit (isolators or MCCBs) in such a way that the door cannot be opened when the feeder / starter panel is ON. The door of the busbar chamber shall be fully removable type & not hinged.
- x) A horizontal wire way with screwed cover shall be provided at the top/bottom to take inter-connecting control wiring between different vertical sections. Compartments shall be provided for accommodating instruments, indicating lamps, control contractors and control fuses etc. These shall be accessible for testing and maintenance without any danger of accidental contact with live parts of the circuit breaker busbar connections.
- xi) Painting shall be done by surface coating comprising pre-treatment (seven-tank treatment), Electrostatic Powder Spraying & curing. The surfaces to be coated shall be chemically derusted & degreased, Zinc Phosphatised & then Passivated after proper drying subjected to spraying of powder. (The panel shall undergo 7 tank pre-treatment procedures strictly). The panel shall be coated using Siemens Grey shade (RAL 7032).



xii) The panel shall be divided into the following compartments:

- **The busbar chamber:** - It shall be provided at the top of the panel horizontally throughout the length. There shall be 3 nos. of phase busbars and 1 no neutral busbar. 1 no earthing busbar shall be installed at the bottom of the panel. Busbars shall be fully screened by means of coloured PVC sleeves (Red, Yellow, Blue & Black) in accordance with IS-375 & run throughout the length of the chamber and shall be of extendable type on either side. The neutral bar shall be of same size as the phase bars.
- Capacity of the busbars shall be minimum 800 Amps. Cross section 800 sq. mm. or higher.
- Bus bar support required at the interval to withstand short circuit fault level of 50KA.
- The Aluminium bus- bar shall be of electrolytic grade high conductivity of HINDALCO make.
- The busbar shall be properly segregated, suitably braced with insulated supports (DMCFRP/SMC) placed at appropriate intervals to withstand the electromagnetic & electrical stresses, minimum electrical clearance shall be maintained between phase, neutral and body as per standards.
- Proper care shall be taken for heat dissipation.

**D] General note:**

- i) Designation name plate should be provided for each incoming and outgoing feeders. Minimum ground clearance from bottom cable termination should be 300mm.
- ii) 2 Nos. of earth stud with 30mm x 6mm GI strap should be provided on both sides of panel board for grounding connection of panel board.
- iii) Suitable No. of danger plates shall be provided on front and rear side of panel board.
- iv) The overall height of the panel shall be restricted to 2500 mm.
- v) All the quotations with details of general arrangement (GA) of drawing, single line diagram, Circuit diagram shall be submitted along with the offer required for technical scrutiny of the offers, failing which offers shall be liable for rejection.
- vi) Control circuit wiring shall have to be done with single core, multi strand 1.5 sq. mm. PVC insulated, 660V grade copper wire with ferrules and lugs as identification of circuit.
- vii) Materials should be packed properly to avoid transit damage and ingress of water during transportation.
- viii) All similar materials and removable parts of the panel shall be interchangeable. The panel shall be filled with the same family of switches for various ratings with a view to ensure uniformity of design, maintenance and replacements.
- ix) All safety precautions as per relevant IS standard and CEA regulation 2010 shall be followed to avoid any hazard during maintenance and operation.
- x) **TERMINALS BLOCK:**
  - a) Terminal blocks shall preferably be grouped according to circuit functions and each terminal block group shall have at least 10% spare terminals. Terminal blocks for control circuit shall be of 650V grade with contact ratings not less than 10A and stud/clamp type.
  - b) Not more than one wire shall be connected to any terminal block.

**E] Inspection**

Panel board is to be inspected and tested by OIL's Engineer at the premises of the supplier in two stages:

- a) during initial fabrication and
- b) before dispatch.

Supplier / manufacturer shall intimate OIL 15 (Fifteen) days in advance for each stage of inspection.

**F] Control Transformer**

It consists of a transformer of 1000VA or higher as per design requirement with F class insulation rating of 400V/110V AC for control power supply for TPN Contactor and indication lamp, Make- AEI Ltd Transformer Primary – with suitable isolation and protection.

Transformer Secondary – with suitable secondary protection and suitable bus bar for 110V AC distribution.

**G] EARTHING:**

The earthing scheme for the unit should be as per IS-3043 and CEA regulation 2010.

**H] Document required:**

- i) At the time of bidding:
  - a) Detail of general arrangement (GA) drawing
  - b) Single line diagram, Circuit diagram / Scheme
  - c) Bill of materials incorporating make, catalogue no and quantity
- ii) Before Manufacture: Successful bidder shall have to obtain approval of OIL for the following before manufacture:
  - a) Detail of general arrangement (GA) drawing
  - b) Single line diagram, Circuit diagram / Scheme
  - c) Bill of materials incorporating make, catalogue no and quantity
- iii) At the time of submission of final invoice:
  - a) As built drawings (GA, Single line diagram /Circuit diagram/Scheme) – 3 sets

Warranty/guarantee certificate of the panel (Panel board should be guaranteed for period of 12 months from the date of commissioning or 18months from the date of supply whichever is earlier)

## **“ANNEXURE – B”**

### **ITEM20: FLOOR MOUNTED INDOOR TYPE LT CHANGEOVER PANEL:**

#### **Specification:**

- A. Incomer:** 2 Nos. 250Amps, 4 Pole MCCB with shunt trip O/L & short circuit protection. ELR system with CBCTs shall also be suitably installed in the incomers.
- B. Outgoing:** 1 No. 250 Amps, 4 Pole MCCB with shunt trip O/L & short circuit protection.
- C. Change over switch:** 250Amps, 4 Pole on-load changeover switch along with mechanical & Electrical interlocks for changeover .

#### **D. Make of Items:**

- xi) **MCCB:** ABB/ Schneider / Siemens
- xii) **MCB:** ABB/ Schneider / Siemens / Legrand
- xiii) **CTs:** AEI / Kappa
- xiv) **LED** Indication lamps: L&T/Schneider / Binay/Technic
- xv) Control wire/ Power Cable: Havells / Polycab / Finolex
- xvi) Change over switch: Socomec/ ABB/ Schneider
- xvii) Any other item(s) shall be from reputed manufacturer.

#### **E. Documents required:**

- iv) At the time of bidding:
  - d) Detail of general arrangement (GA) drawing
  - e) Single line diagram, Circuit diagram / Scheme
  - f) Bill of materials incorporating make, catalogue no and quantity
- v) Before Manufacture: Successful bidder shall have to obtain approval of OIL for the following before manufacture:
  - d) Detail of general arrangement (GA) drawing
  - e) Single line diagram, Circuit diagram / Scheme
  - f) Bill of materials incorporating make, catalogue no and quantity
- vi) At the time of submission of final invoice:
  - b) As built drawings (GA, Single line diagram /Circuit diagram/Scheme) – 3 sets
  - c) Warranty/guarantee certificate of the panel (Panel board should be guaranteed for period of 12 months from the date of commissioning or 18months from the date of supply whichever is earlier).

#### **F. Inspection**

Panel board is to be inspected and tested by OIL's Engineer at the **premises of the supplier** before dispatch.

Supplier / manufacturer shall intimate OIL 15 (Fifteen) days in advance prior inspection.

#### **G. General Notes:**

- 1.0 The Panel shall be dust and vermin proof, free standing, floor mounted compartmentalized with degree of protection IP-52 minimum.
  - 2.0 The panel shall be suitable for 3 phase, 4 wire, 415V  $\pm$  5%, 50 HZ supply.
  - 3.0 The panel shall be fabricated with
    - i. Enclosure support: shall be on steel support angles/ channels
    - ii. Enclosure: - 2MM (CRCA)
    - iii. Door, Cover, Separation etc: 1.6 MM(CRCA)
    - iv. Cable gland plate: 3 MM (CRCA)
  - 4.0 Panel shall have suitably rated electrolytic aluminium bus-bar with PVC heat shrinkable colour coded sleeves
  - 5.0 Bus-bar support shall be of SMC/DMC type.
  - 6.0 Control wiring shall be done with 1.1KV grade PVC insulated flexible copper wire of the following sizes:
    - i. Control Circuit: 1.5 Sq. MM (Red & Black)
    - ii. Current Circuit: 2.5 Sq.MM (R-Y-B)
    - iii. Voltage Circuit: 1.5 Sq.MM(R-Y-B)
    - iv. Door Earthing: 2.5 Sq. MM (Green)
  - 7.0 Power wiring 1.1KV PVC Flexible with colour band  
For MCCB/Changeover: required nos. of suitably rated copper flexible cables
  - 8.0 Rubber gasket shall be provided inside the doors & cover to make the panel dust & vermin proof.
  - 9.0 The panel shall be pre-treated with seven tank process.
  - 10.0 The panel shall be coated using Siemens Grey shade (RAL 7032)
  - 11.0 Bus bar clearance shall be as per relevant IS standard.
  - 12.0 The panel name plate shall be provided with white print and black background (Make: Aluminium)
  - 13.0 All doors shall have to be earthed with 2.5 Sq.MM copper flexible green wire.
  - 14.0 Doors shall be provided with hinge & lock. Bus-bar Chamber shall be bolted type.
  - 15.0 POWER ON – MCCB ON – MCCB TRIP indication LED lamps shall be provided in each MCCB compartment.
  - 16.0 Size: Size of the panel shall be restricted to - 1250MM(Height) X 750MM(Width) X 350MM(Depth)
  - 17.0 Earthing: The earthing scheme for the unit shall be as per IS-3043 & CEA regulation 2010
  - 18.0 Compartment doors shall be inter-locked with the switch unit (isolators or MCCBs) in such a way that the door cannot be opened when the panel is ON.
- Equipment to be mounted outside cubicles shall be flush mounted on cubicle door. No externally mounted equipment shall be mounted above 2.0m or below 0.4m above floor level

## **“ANNEXURE – C”**

### **ITEM30: TECHNICAL SPECIFICATION OF LT LIGHTING DISTRIBUTION BOARD**

The Distribution Board shall be 415 V, 3-phase, TPN MCB DB with double metal door, outdoor type, provision for transportation, IP-65 enclosure (minimum) fitted with:

- 1 (one) no. 63 Amp, 415 V TPN, MCCB as incomer
- 2 (two) nos. 25 Amp 415 V TPN MCB as outgoing
- 1 (One) no. 63 Amp AC-3 duty contactor with 24 hrs. timer for switching on power to the lighting circuit with 'Auto'/ 'Manual' On/Off provision
- Each phase of the Lighting circuit shall have 1 (One) no. 32 Amps 230 V, 30 mA Double pole RCBO as phase incomers with 8 (Eight) nos. 230 V, 16 amp SPN in each phase as outgoing / feeders.
- 3 (Three) separate Neutral Buses shall be provided against each phase of the Lighting circuit

MCB shall be C curve, 10kA rated. The DB shall be complete with aluminium busbar of 100 Amp for all phases & Neutral. The DB also shall have earth busbar of suitable size.

Size(Minimum): Height: 1000 MM, Width: 750MM, Depth: 400 MM

#### **LIST OF ACCEPTABLE MAKES OF MATERIAL / COMPONENTS**

The following are the acceptable makes of materials & components to be used in the panel: -

- MCCBs / MCBs: ABB / Siemens / Schneider
- Isolators: ABB / Siemens / Schneider
- Contactors: ABB / Siemens / Schneider
- Fuses: Siemens / GE
- Thermal Overload relay: Siemens / GE
- Control Switches: Siemens / Kay CE
- Indicating Lamps: Siemens / GE
- Push Buttons: Siemens / GE

Note: For other details refer relevant portion of specification for LT distribution panel board.

## **“ANNEXURE – D”**

### **BIDDER’S DECLARATION**

The following check list must be completed and submitted with the offer. Please ensure that all these points are covered in your offer. These will ensure proper evaluation at our end.  
Please mark Yes or No to the following question, in the right hand column

Sl. No.	ITEM	YES / NO
1	DO YOU CONFIRM THAT THE ITEMS OFFERED ARE AS PER TECHNICAL SPECIFICATIONS?	
2	ARE YOU AN OEM OF LT PANEL?	
3	HAVE YOU HIGHLIGHTED ANY DEVIATION FROM THE TECHNICAL SPECIFICATIONS? (ANY DEVIATION TO BE HIGHLIGHTED SEPARATELY)	
4	HAVE YOU SUBMITTED AUTHORIZATION FROM THE OEM OF MCCB & MCB SPECIFIC TO THIS TENDER ?	
5	HAVE YOU SUBMITTED THE FOLLOWING CPRI/NABL APPROVED LABORATORY CERTIFICATES FOR LT PANEL? A) SHORT CIRCUIT BREAKING CAPACITY OF 50KA/SEC FOR A MINIMUM RATED CURRENT OF 1000 AMPS. B) TEMPERATURE RISE TEST C) IP 65 D) DIELECTRIC STRENGTH WITHSTAND.	
6	HAVE YOU FURNISHED THE DOCUMENTARY EVIDENCE OF SUPPLYING, INSTALLATION & COMMISSIONING OF AT LEAST 1 NO. OF SIMILAR ORDER WITHIN LAST 5 YEARS ?	
7	HAVE YOU SUBMITTED THE FOLLOWING DOCUMENTS FOR ALL THE ITEMS? A) DETAIL OF GENERAL ARRANGEMENT (GA) DRAWING B) SINGLE LINE DIAGRAM, CIRCUIT DIAGRAM / SCHEME C) BILL OF MATERIALS INCORPORATING MAKE, CATALOGUE NUMBER AND QUANTITY.	
8	HAVE YOU QUOTED FOR ALL THE ITEMS AS PER NIT?	



### **STANDARD NOTES**

**AA. The bids conforming to the specifications, terms & conditions stipulated in the tender and considered to be responsive after subjecting to the Technical and Financial criteria will be considered for further evaluation as given below:**

- 1.0** If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amount in words shall prevail and will be adopted for evaluation.
- 2.0** To ascertain the substantial responsiveness of the bid, OIL reserves the right to ask the bidder for clarification in respect of clauses covered in **Technical and Financial criteria** also and such clarifications fulfilling the **Technical and Financial criteria** clauses in total must be received on or before the deadline given by the company, failing which the offer will be summarily rejected.
- 3.0** Materials to be supplied hereunder shall be new, unused, of recent make, of best quality & workmanship and shall be guaranteed by the seller 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 supplier at the supplier's expense at no extra cost to OIL.
- 4.0** Bidders are to quote for Unit Material value, Packing/Forwarding Charges, Taxes & Duties as applicable, Testing, Transportation charges up to Hamira, Jaisalmer, Rajasthan, Insurance Charges, Payment Terms, Best Delivery Period, Net. & Gross Weight etc. in their offer.
- 5.0** For order with F.O.R. Destination term, 100% payment against dispatch document will not be entertained. In this regards please refer payment terms in ANNEXURE - MM/LOCAL/E-01/2005. Bidders are advised to take note of this while mentioning payment term.
- 6.0** 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.
- 7.0** Other terms and conditions of the enquiry shall be as per General Terms and Conditions for Global E-Tender vide MM/LOCAL/E-01/2005. However, if any of the Clauses of this tender document contradict the Clauses of the booklet MM/LOCAL/E-01/2005 elsewhere, those in this tender document shall prevail.

-----**XXXXXXXX**-----

Bidders Response sheets for Indian Bidders	
Tender No: SJI8853P19	
Name of the Bidder	
Currency of Quot	
Place of Despatch (Ex- Works)	
Total Weight of Quoted Items	
Total Volume of Quoted Items	
Details of Lisioning Agent, if any	
	Indicate "Quoted" or "Not Quoted"
Validity of the Bid	
Delivery Period Quoted in Weeks from Placement of Order	
Payment Term	

**(TO BE FILLED UP BY ALL THE VENDOR IN THEIR OWN LETTER HEAD)  
(ALL FIELDS ARE MANDATORY)**

**Tender No.** : SJI8853P19  
**Name of Beneficiary** :M/s.....  
**Vendor Code** :.....  
**Address** :.....  
.....  
**Phone No. (Land Line)** :.....  
**Mobile No.** :.....  
**E-mail address** :.....  
**Bank Account No. (Minimum  
Eleven Digit No.)** :.....  
**Bank Name** :.....  
**Branch** :.....  
**Complete Address of your  
Bank** :.....  
.....  
**IFSC Code of your Bank**  
a) RTGS :.....  
b) NEFT :.....  
**PAN** :.....  
**GSTIN** :.....  
**Provident Fund Registration** :.....

I/We confirm and agree that all payments due to me/us from Oil India Limited can be remitted to our above mentioned account directly and we shall not hold Oil India Limited responsible if the amount due from Oil India Limited is remitted to wrong account due to incorrect details furnished by us.

Office Seal

.....  
Signature of Vendor

Counter Signed by Banker:  
Seal of Bank:

**Enclosure: Self attested photocopies of the following documents-**

- 1) PAN Card
- 2) GSTIN
- 3) Provident Registration Certificate
- 4) Cancelled cheque of the bank account mentioned above (in original).
- 5) Bank Statement not older than 15 days on the date of submission.

**Technical Bid Checklist**

**Annexure-EEE**

<b>Tender No.</b>	SJ18853P19		
<b>Bidder's Name :</b>			
		<b>Compliance by Bidder</b>	
<b>SL. NO.</b>	<b>BEC / TENDER REQUIREMENTS</b>	Indicate 'Confirmed' / 'Not Confirmed' / Not applicable	Indicate Corresponding page ref. of unpriced bid or Comments
1	Bidder to confirm that he has not taken any exception/deviations to the bid document .		
2	Confirm that the product offered strictly conform to the technical specifications.		
3	Confirm that the Offer has been made with Bid Bond / Bank Guarantee / Earnest Money along with the offer (Wherever Applicable) ?		
4	Confirm unconditional validity of the bid for 90 days from the date of opening of bid.		
5	Confirm that the prices offered are firm and / or without any qualifications?		
6	Confirm that all relevant fields in the on-line bidding format been filled in by the bidders for the items quoted by them.		
7	Confirm that the the price bid is in conformity with OIL's online bidding format ?		
8	Confirm that the Bid comply with all the terms & conditions ?		
9	Confirm that the offers and all attached documents are digitally signed using digital signatures issued by an acceptable Certifying Authority (CA) as per Indian IT Act 2000.		
10	CONFIRM THAT YOU HAVE SUBMITTED THE DULY SIGNED INTEGRITY PACT DOCUMENT (Wherever Applicable)		
11	CONFIRM THAT YOU HAVE SHALL SUBMIT PERFORMANCE BANK GUARANTEE AS PER NIT IN THE EVENT OF PLACEMENT OF ORDER ON YOU (Wherever Applicable)		
12	CONFIRM THAT YOU HAVE SUBMITTED DOCUMENTS AS PER GENERAL QUALIFICATION CRITERIA		

NOTE: Please fill up the greyed cells only.

**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 M/s..... (Name of the Bidder) for the last three (3) completed accounting years up to..... (As the case may be) are correct.

<b>YEAR</b>	<b>TURN OVER</b> In INR (Rs.) Crores	<b>NET WORTH</b> In INR (Rs.) Crores

Place:

Date:

Seal:

Membership No.:

Registration Code:

Signature:



**OIL INDIA LIMITED**  
**(A Government of India Enterprises)**  
**RAJASTHAN PROJECT**  
**2A, SARASWATI NAGAR, DISTRICT SHOPPING CENTRE, BASNI**  
**PO : JODHPUR – 342005**  
**RAJASTHAN (INDIA)**

TELEPHONE NO. (91-291) 2727048  
FAX NO: (91-291) 2727050  
Email : [mat\\_rp@oilindia.in](mailto:mat_rp@oilindia.in)  
[erp\\_mm@oilindia.in](mailto:erp_mm@oilindia.in)

**OIL'S BOOKLET REF.**

**MM/LOCAL/E-01/2005**

**For**

**E-Procurement of Indigenous Tenders**

**(Revised on May 2016)**



# **INSTRUCTIONS TO BIDDERS**

## **GENERAL TERMS AND CONDITIONS**

**Bidders are requested to note the Amendment to General Terms and Conditions for E- PROCUREMENT LCB TENDERS (MM/LOCAL/E-01/2005) included vide ANNEXURE - I.**

### **1.0 ELIGIBILITY TO BID:**

- 1.1 The bid should be from Original Equipment manufacturers.
- 1.2 However, the bids from sole selling agents / authorised distributors / authorised dealers / authorised supply houses can also be considered, provided such bids are accompanied with back-up authority letter (valid at the time of bidding) from the manufacturer authorising them to market their product. OIL INDIA LIMITED (OIL) reserves the right to reject offers without back up authority letter from manufacturer.

### **1.3 SALE OF TENDER DOCUMENTS TO FIRMS WITH WHOM BUSINESS HAS BEEN BANNED / SUSPENDED:**

Firm(s) to whom no further business is to be given or dealings with whom have been banned / suspended are not eligible to participate in the tender and any bid received from such firm(s) shall not be considered and will be returned un-opened to the concerned firm(s). (Amendment)

### **2.0 TRANSFERABILITY OF BID DOCUMENTS**

- 2.1 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.
- 2.2 Unsolicited offers will not be considered and will be straightway rejected.
- 2.3 Employees of Oil India Limited are prohibited from submitting and also from getting others to quote on their behalf.

### **3.0 TENDER FEE**

- 3.1 For Limited tenders, no tender fee will be required.
- 3.2 In case of press tenders, prospective bidders can purchase tender documents from the offices of the of Oil India Limited (hereinafter referred to as ~~OIL~~ mentioned in the notice inviting tenders (NIT) against an application along with requisite non-refundable tender fee. The bidders shall be able to create the bid online only after payment of tender fee. OIL will not take any responsibility for any delay/late in receipt of Tender Fee.

The tender fee will be acceptable in the form of crossed "Payee Account only "Bank Draft/BankersqCheque drawn by Bank and valid for 90 days from the date of issue of the same or in the form of Indian Postal Orders payable to the OIL. The IPOs/Bank Drafts/Bankerq Cheques will be deposited and accounted for at the designated station provided in the tender document. In case of e-tender, tender fee shall be payable through online payment gateway also. The vendor will have to pay the requisite tender fees till the tender sale end date and time mentioned in the NIT. (Amendment)

### **3.3 EXEMPTION OF TENDER FEE :**

- 3.3.1 Micro and Small Enterprises (MSEs) 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 will be exempted from payment of tender fee irrespective of the monetary limit mentioned in their registration certificate provided they furnish evidence that they are registered for the items they intend to quote against OIL tenders. Such bidders should provide documentary evidence along with the bid submitted in case of physical tenders. Their bid will be considered provided the correct and valid documentary evidence is provided. The Central Govt. Departments and Central Public Sector Undertakings will also be exempted from the payment of tender fee. Parties registered with DGS&D, having valid certificates will be exempted from payment of tender fee. (Amendment)
- 3.3.2 Bidders who intend to claim exemption from payment of the Tender Fee, should submit their request to the Tender Inviting Officer (contact e-mail address provided in the RFX parameters of the subject e-tender) with documentary evidence atleast 7 (seven) days prior to the last date of submission of bids, so that the exemption from payment of the Tender Fee is provided in the e-portal to that particular Bidder. (Amendment)

### **3.4 CANCELLATION OF TENDER - REFUND OF TENDER FEE**

The tender fee shall be refunded to the concerned bidder in the event, a particular tender is cancelled. In case of e-procurement tenders, wherever tender fee is required to be refunded, refund of the same shall be made to the bank account No. /card used for making payment towards purchase of tender documents. (Amendment)

### **4.0 COST OF BIDDING:**

- 4.1 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.

General Terms and Conditions with following **Annexures** (contained in booklet No: **MM/LOCAL/E-01/2005**)

- Annexure I : Amendment to General Terms and Conditions for E-PROCUREMENT LCB TENDERS (MM/LOCAL/E-01/2005).**
- Annexure IA : Bid Submission proforma**
- Annexure II : Price Schedule Proforma**
- Annexure III : Proforma of Exceptions/Deviations**
- Annexure IV : Check List**
- Annexure V : Proforma of Bidder's past supplies**
- Annexure VI : Proforma of Authorisation Letter for Attending Tender Opening**
- Annexure VII : Proforma of Bid Security**
- Annexure VIII : Proforma of Performance Security.**
- Annexure IX : Declaration Certificate**

- 4.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid without seeking any clarifications.

## **5.0 AMENDMENT TO BIDDING DOCUMENTS**

- 5.1 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).

Amendments to the NIT after its issue will be published on OIL's website only. Revision, clarification, addendum, corrigendum, time extension etc. to the tender will be hosted on OIL website only. No separate notification shall be issued in the press. Prospective bidders are requested to visit website regularly to keep themselves updated. (Amendment)

- 5.2 OIL may at its discretion if considered necessary, extend the deadline for the submission of bids.

## **6.0 CONTENTS OF OFFERS :**

- 6.1.1 The Prices along with price related conditions shall be filled online in the Price-Bid screen. Any documents sought to be attached with price bid shall also be attached at appropriate place must be digitally signed.

Unpriced techno-commercial Bids shall be submitted in the prescribed bid proforma as per Annexure I to IX. The above Annexures shall be duly filled in without any alteration to OIL's proforma. The above Annexures along with copy of Bid Bond as per Annexure VII and all other techno-commercial documents other than price details to be submitted with unpriced bid as per tender requirement should be placed in the 'un-priced' bid folder.

- 6.1.2 The bid and all attached documents should be digitally signed using digital signatures issued by an acceptable Certifying Authority (CA) as per Indian IT Act 2000 before bid is uploaded. If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same.

The authenticity of above digital signature shall be verified through authorised CA after bid opening and in case the digital signature is not authorized the bid will be rejected.

Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employee.

- 6.1.3 The Bidders are advised in their own interest to ensure that all the points brought out in the check list enclosed at Annexure IV are complied with in their bid failing which the offer is liable to be rejected.

- 6.1.4 The bids can only be submitted in the name of the Bidder who have been permitted to participate in the bid. The bid papers, duly filled in and complete in all respects shall be submitted together with requisite information and Annexures. It shall be complete and free from ambiguity, change or interlineations.
- 6.1.5 The bidder should indicate at the time of quoting against this tender their full postal and Fax/Email addresses.
- 6.1.6 The bid including all attached documents shall be digitally signed by duly authorized representative of the bidding company.
- 6.1.7 The Bidder, in each tender for procurement of goods, will have to give a certificate in its offer, that the terms and conditions as laid down in this model bidding document booklet no. MM/LOCAL/E-01/2005 are acceptable to it in toto.
- 6.1.8 The bidders shall fill-in online the appropriate price schedule i.e the net unit prices of the goods they propose to supply and other pricing details etc. as per the Pricing condition separately .
- 6.1.9. The bidders must quote the following prices/information:
- i) Firm unit Ex-Works price of the quoted items and Currency.
  - ii) Firm Packing and forwarding component stating the place of despatch.
  - iii) Firm Freight as required in the price schedule stating road/rail freight.
  - iv) Any other Price component as applicable to the Tender.
- 6.2 OIL reserves the right to place order on FOR (despatching station) or FOR (destination) terms. Offered rate should be kept firm through delivery/despatch.

### **6.3 EXCISE DUTY :**

- 6.3.1 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.
- 6.3.2 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.
- 6.3.3 Bidders, who are manufacturers, should indicate the rate of Excise Duty, if any, separately for all quoted items.
- 6.3.4 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.
- 6.3.5 Bidder should indicate the following in their offer:
- a) Address of the factory from where the goods will be despatched.
  - b) Chapter, Heading and Sub-heading of the Excise tariff for the material offered.

#### **6.4 SALES TAX :**

- 6.4.1 In case of concessional Central Sales Tax(CST) @ 2 % ( or any other rate as per the Act), necessary -Cø form shall be issued by OIL wherever applicable at the time of settlement of invoice. Wherever State Sales Tax is payable by OIL, same shall be deducted at source for which tax deduction certificate shall be issued.
- 6.4.2 Any other benefit/concession/exemption available at the time of delivery 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 normal amount of tax applicable for the item for evaluation purpose. However, OIL reserves the right to place the order based on the tax indicated in the Bid which will be binding on the Bidder.
- 6.5 Taxes, Excise duty, if any, should be quoted separately. IF TAXES ETC. ARE NOT SHOWN SEPARATELY THE OFFER WILL BE CONSIDERED TO BE INCLUSIVE OF ALL TAXES, DUTIES ETC. AND WILL BE BINDING ON THE BIDDER.

#### **6.6 OTHER TAXES & LEVIES :**

- (i) All taxes, stamp duties and other levies for the services including installation/commissioning, Training etc. shall be to the Bidder/Seller's account.
- (iii) Income Tax /Service Tax on the value of the Services rendered by the Bidder/Seller in connection with installation/commissioning, training etc. shall be deducted at source from the invoices at the appropriate rate under the I.T. Act & Rules from time to time.

#### **6.7 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.

#### **6.8 THIRD PARTY INSPECTION (TPI) (When specifically called for in the tender):**

- 6.8.1 Whenever inspection by OIL's approved Third Party Inspection Agencies has been called for in the tender, Bidder must indicate the availability of the OIL's approved Third Party Inspection Agencies in their area. OIL reserves the right to inspect the material through any of the Third Party Inspection Agencies.
- 6.8.2 All inclusive charges for Third Party Inspection (TPI) must be filled in on-line in the bid.
- 6.8.3 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.

**6.9 SAMPLES (When specifically called for in the tender):**

6.9.1 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 opening Date
- c) Product Name
- d) Item No. of the tender

6.9.2 Sample must be received on or before the Bid Closing Date failing which the offer will be rejected.

6.9.3 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.

**6.10 TRAINING (When specifically called for in the tender):**

6.10.1 Bidders shall indicate cost for training OIL's personnel separately whenever called for.

6.10.2 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.

6.10.3 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.

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

6.11.1 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. OIL will provide local transport for commuting to the installation site. Bidders shall also indicate in their offer the total expected time required for installation/commissioning of the items.



- 6.11.2 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.

**6.12 DISCOUNT:**

Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price. (Amendment)

**6.13 VARIATION IN QUANTITY AFTER INVITATION OF TENDER:**

In case of supply tenders, the tender can have a provision for variation of quantity at the time of placement of order up to +/- 20%. The bids, however, shall be evaluated based on the tendered quantity to decide the inter se ranking of the bidder. (Amendment)

**6.14 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.

**6.15 DELIVERY :**

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

**6.16 VALIDITY OF BIDS:**

Validity of the bid shall be at least up to the validity mentioned in the tender document. If nothing is mentioned by the bidder in their offer, it will be presumed that the offer is valid as asked for in the tender document. Bids with lesser validity shall be rejected straightway. (Amendment)

**6.16.1 WITHDRAWAL OF OFFER BY BIDDER:**

The bidder, after submission of bid may withdraw their bid prior to bid closing date & time. In case the due date of submission is extended even after receipt of some bids due to some special circumstances, the bidder who has already submitted bid has right either to withdraw or revise his bids, without forfeiting the EMD. (Amendment)

After bid closing date in case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be debarred for a period of 2 (two) years.

#### **6.17 VAGUE AND INDEFINITE EXPRESSIONS:**

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

#### **6.18 FURNISHING FRAUDULENT INFORMATION/ DOCUMENT:**

If it is found that a Bidder has furnished fraudulent document/information, the Bid Security/Performance Security shall be forfeited and the party will be debarred for a period of 3(three) years from date of detection of such fraudulent act, besides the legal action. In case of major and serious fraud, period of debarment may be enhanced.

#### **6.19 BACKING OUT BY BIDDER AFTER ISSUE OF Letter of Award (LOA):**

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 2(two) years.

#### **7.0 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.

#### **8.0 BID SECURITY:**

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

8.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub clause 8.8.

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

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

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

*The Bank Guarantee shall be valid for 90 days beyond the validity of the bids specified in the Bid Document.*

*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.*

(b) A Cashier's cheque or Demand Draft with validity of minimum 90 days or as per RBI's guidelines, drawn on ~~%Oil India Limited+~~and payable at Jodhpur, Rajasthan.

(Note : In case of submission of Demand Draft/Cashier Cheque towards Bid Security by bidder, OIL shall encash the Demand Draft/Cashier Cheque. However, the return of Bid Security will be governed by the terms and conditions of the Bid Document.)

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

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

- 8.3 Any bid not accompanied by a proper Bid Security in Original secured in accordance with sub-clause 8.2 above shall be rejected outright by the Company as non-responsive without any further reference.
- 8.4 The Bank Guarantee issued by a Bank amongst others shall contain the complete address of the Bank including Phone Nos., Fax Nos., E-mail address and Branch Code.
- 8.5 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the bidder's cost.
- 8.6 Bid Security shall not accrue any interest during its period of validity or extended validity. OIL shall not be liable to pay any bank charges, commission or interest on the amount of Bid Security.
- 8.7 The Bank Guarantee should be enforceable at all branches of the issuing Bank within India and preferably at Jodhpur, Rajasthan, the place of issuance of tender.
- 8.8 The Bid Security shall be forfeited:
  - i) If a bidder withdraws their Bid during the period of bid validity specified by the bidder or any extension thereof agreed to by the bidder, and/or
  - ii) If the bidder having been notified of the acceptance of their bid by Company during the validity period of the bid including extension agreed to by the bidder:
    - a) Fails or refuses to accept the LOI/LOA/Order/Contract and/or
    - b) Fails or refuses to furnish Performance Security.and/or
  - iii) If a bidder furnishes fraudulent document/information in their bid and subsequent clarification against the tender/Purchase order/Contract.
- 8.9 The scan copy of the original Bid Security in the form of either Bank Guarantee or Cashier Cheque or Bank Draft shall be uploaded by bidder along with the Technical bid in the "Technical RFx Response" of OIL's E-portal. The original Bid Security shall be submitted by bidder to the office of Chief Manager(M&C), Oil India Ltd., Jodhpur-342005(Rajasthan), India in a sealed envelope which must reach Chief Manager(M&C) on or before 11.00 Hrs(IST) on the Bid Closing date or any other date and time specifically mentioned in the tender failing which the bid shall be rejected outright.

- 8.10 Unsuccessful Bidder's Bid Security will be returned within 30 days after finalization of the tender. However, in case of Two Bid tenders, Bid Security of the technically rejected bidders shall be returned after the priced bid opening of the acceptable bids.
- 8.11 Successful Bidder's Bid Security will be returned upon Bidder's furnishing the valid and proper Performance Security to OIL. Successful bidder will however, ensure validity of the Bid Security till such time the Performance Security in conformity with Clause 9.3 & 9.4 below is furnished.
- 8.12 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 fake signatures, the bid submitted by the concerned bidder shall be rejected forthwith and the bidder shall be debarred from participating in future tenders for the period to be decided by Company.
- 8.13 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred for a period of 2 (two) years.
- 8.14 If it is found that a bidder has furnished fraudulent document/ information, the Bid Security shall be forfeited and the party shall be debarred for a period of 3(three) years from the date of detection of such fraudulent act, besides the legal action. In case of major and serious fraud, the period of debarment may be enhanced.
- 8.15 In case a bidder does not accept the LOI/Purchase Order/LOA issued within the validity of their offer, the Bid Security(if applicable) shall be forfeited and the party shall be debarred for a period of 2 (two) years. (Amendment)

**8.16 EXEMPTION OF BID SECURITY:**

Central Govt. departments, Central Public Sector undertakings are exempted from submitting Bid Security. Bidders registered with DGS&D and MSE units(and not their dealers/distributors) which are themselves registered with District Industry Center or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation(NSIC) or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME are also exempted from submitting Bid Security irrespective of monetary limit mentioned in their registration certificate provided they are registered for the same item(s)/services for which tender has been invited and provided they submit offer for their own products/services. However, the valid registration certificate issued by the authorities as above and indicating the category of item/services and the monetary limit for which they are registered must be submitted by the bidders along with their bids(Technical) without which the bidders will not be entitled for the exemption.ö (Amendment)

**9.0 PERFORMANCE SECURITY :**

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

- 9.1 The successful bidder shall furnish to Company the Performance Security in the prescribed format enclosed (Annexure VIII) herewith within 30 days of receipt of the formal purchase order by the successful bidder failing which OIL reserves the right to cancel the order and forfeit the Bid Security. Bidders should undertake in their bids to submit Performance Security as stated above.

- 9.2 The amount of Performance Security and the date of expiry of the Performance Security shall be as indicated in the Purchase Order. The amount of Performance Security in case of Procurement of Goods shall be 10% of order value (unless specified otherwise).
- 9.3 The Performance Security shall be denominated in Rupees and shall be in any one of the following forms :
- (a) A Bank Guarantee in the prescribed format issued from any scheduled Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank only will be 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.
- (b) A Cashier's cheque or Demand Draft with validity of minimum 90 days or as per RBI's guidelines, drawn on "Oil India Limited" and payable at Jodhpur, Rajasthan.  
(Note : In case of submission of Demand Draft/Cashier Cheque towards Performance Security by seller, OIL shall encash the Demand Draft/Cashier Cheque. However, the return of Performance Security will be governed by the terms and conditions of the Bid Document / Purchase order.)
- 9.4 The Performance Security specified above must be valid for 3(three) months beyond the Warranty period indicated in the Purchase Order /contract agreement. The Performance Security will be discharged by Company not later than 30 days following its expiry after completion of obligations under the order/contract. In the event of any extension of the Warranty period of the Purchase Order/Contract, Bank Guarantee should be extended by the Seller/Contractor by the equivalent period.
- 9.5 The Performance Security shall be payable to Company as compensation for any loss resulting from Supplier's/Contractor's failure to fulfil its obligations under the order/Contract.
- 9.6 The Performance Security will not accrue any interest during its period of validity or extended validity. OIL shall not be liable to pay any bank charges, commission or interest on the amount of Performance Security.
- 9.7 The Bank Guarantee issued by a Bank amongst others shall contain the complete address of the Bank including Phone Nos., Fax Nos., E-mail address and Branch Code.
- 9.8 Failure of the successful Bidder to comply with the requirements of clause 9.0 shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security or Performance Security. In such an eventuality, the party shall be debarred for a period of 2(two) years from the date of default.

- 9.9 In the event of Seller's/Bidder's failure to discharge their obligations under the order/Contract, the Performance Security shall be encashed and the proceeds thereof shall be forfeited without any further reference to the Seller/Bidder.
- 9.10 In case, the Performance Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the fake signatures, the LOI/Purchase Order issued/placed on the bidder shall be treated as cancelled forthwith and the bidder shall be debarred from participating in future tenders. Further, the Bid Security submitted by such bidder shall be invoked without any further reference.
- 9.11 The Performance Security for capital nature items like plant and machinery etc. shall be valid for 12 months from the date of commissioning plus 3(three) months or 18 months from the date of shipment/despatch plus 3(three) months whichever concludes earlier. However, for consumables like chemicals, cement, tubular etc. the Performance Security shall be valid for 12 months from the date of shipment/despatch plus 3(three) months.
- 9.12 The supplier/contractor will extend the validity of the Performance Security, if and whenever specifically advised by OIL, at the Bidder/Seller/contractor's cost.
- 9.13 If it is found that a bidder/Seller/Contractor has furnished fraudulent document/information, the Performance Security shall be forfeited and the party shall be debarred for a period of 3(three) years from the date of detection of such fraudulent act, besides the legal action. In case of major and serious fraud, the period of debarment may be enhanced.

#### 10.0 **DOCUMENTS COMPRISING THE BID:**

- 10.1 The bid prepared by the bidder shall comprise the following components, duly completed:
- a) Price schedule (Refer on-line) Price Schedule as applicable)
  - b) Documentary evidence in accordance with Clause 1.2 if the bidder is other than Original Equipment Manufacturer.
  - c) Bid must accompany necessary literature/catalogue of the equipment as well as of the spare parts catalogue thereof, wherever required.
  - d) Bid Submission Proforma duly filled in (Refer Annexure I)
  - e) Exceptions/Deviations Form duly filled in (Refer Annexure III)
  - f) Check List duly filled in (Refer Annexure IV)
  - g) Bidder's past supplies proforma duly filled in (Refer Annexure V)
  - h) Authorisation letter for attending Tender Opening (Refer Annexure VI)
  - i) Bid Security, wherever required.
  - j) Confirmation about the Performance Security, wherever required
  - k) Back-up Authority Letter for warranty cover of manufacturer in case the bid is from sole selling agent/authorised distributor/authorised dealer/authorised supply house.

## **11.0 SUBMISSION AND OPENING OF BIDS:**

11.1 The bid along with all annexures and copies of documents should be submitted in e-form only through OIL's e-bidding engine. The price bids submitted in physical form against e-procurement tenders shall not be given any cognizance. However the following documents should necessarily be submitted in physical form in sealed envelope superscribed as "Tender Number and due for opening on....." The outer cover should duly bear the tender number and date of closing/opening prominently underlined, alongwith the address of Purchaser's office, as indicated in Invitation For Bids:

1. The original bid security.
2. Any other document required to be submitted in original as per tender requirement.
3. If Sample is called for in the Tender
4. Printed catalogue and Literature if called for in the NIT.

## **12.0 DEADLINE FOR SUBMISSION OF BIDS:**

12.1 Bidders will not be permitted by System to make any changes in their bid after bid has been uploaded by bidder. Bidder may however request the administrator of particular tender through the system for returning their bids before the due date of submission for resubmission. But no such request would be entertained once due date for submission of bids has been reached.

12.2 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.

## **13.0 CLARIFICATIONS OF BIDS :**

- 13.1 No unsolicited correspondence after submission of the offer will be taken cognizance of or responded to.
- 13.2 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.

## **14.0 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.

## **15.0 LATE BIDS:**

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.

## **16.0 OPENING OF BIDS:**

- 16.1 The bid will be opened at 1300 Hrs. (IST) or on the date & time of opening indicated in "Invitation for Bid". 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 (in the form as per Annexure VI enclosed) 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.
- 16.2 In case of unscheduled holiday on the closing/opening day of bid, the closing/opening date shall be re-fixed to next working day, the time notified remaining the same.

## **17.0 COMPLIANCE WITH TENDER :**

- 17.1 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, the Bidder must enclose Annexure 6 III (duly filled in) with their Bid.
- 17.2 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.

## **17.3 CHECK LIST :**

THE CHECK LIST, AS PER ANNEXURE - IV ENCLOSED, MUST BE COMPLETED AND SUBMITTED ALONG WITH THE OFFER.

## **18.0 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.**

- 18.1 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.

## **19.0 INSPECTION AND TEST :**

- 19.1 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 together with the declaration certificate (as per Format mentioned in Annexure IX)
- 19.2 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.

- 19.3 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 together with the Declaration Certificate (as per Format mentioned in Annexure IX) to OIL alongwith the despatch/shipping 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.

**20.0 PACKING :**

- 20.1 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.
- 20.2 Machined steel and iron parts are to be heavily greased / varnished as a prevention against rust.
- 20.3 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.
- 20.4 Boxes / Packing cases containing electrical / electronic equipment are to be waterproof lined.
- 20.5 All items must have their respective identification marks painted / embossed on them.
- 20.6 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.
- 20.7 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. 20.1 to 20.4 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.

**20.8 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.

## **21.0 DESPATCH :**

### **21.1 Road Despatch :**

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

21.1.2 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.

21.1.3 Bidders to note that OIL is presently having a road transportation contract for transportation of its goods from various places in India to the destination of OIL's various spheres in India. Under the terms of the Contract, the transporter is required to lift the materials against any orders from the works of the suppliers if the gross weight of the consignment is more than 3 MT. However, if the gross weight of the consignment is less than 3 MT, it will be the responsibility of the supplier to deliver the goods to the office of the transporter located nearer to the supplier's works.

Bidders also to note that for small and sundry consignment having total gross weight less than 3 MT, the gross weight of each individual box should not exceed 300 KG for ease of handling.

Bidders to take note of the above while quoting their prices. Bidders however, to quote their own prices towards transportation of the goods from the point of despatch to the destination of OIL's various spheres in India as asked for in tender for the purpose of evaluation of their bids. Bidders may contact OIL to know about the name of the contractor as well as its offices in the place of the bidder(s). Presently, M/s Western Carriers have been engaged by OIL as its transporter for carrying its goods to various destinations.

OIL, however, reserves the right to transport the goods through its transporter. In the event OIL decides to transport the goods through its transporter, supplier must comply with the above instructions, wherever applicable and it will be obligatory on the part of the supplier to supply the goods complying to the norms specified. Any extra expenditure due to non-compliance of the above shall be to the account of the supplier.

## 21.2 Rail Despatch :

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

## 21.3 For supplies to Fields Head Quarter at Duliajan, the successful suppliers will be given necessary permission to enter into the Industrial Area or Company's other operating areas to deliver the material as per timings given below:

- a) Monday to Friday :
  - Morning : 08.00 AM to 10.00 AM
  - Afternoon : 12.30 PM to 02.00 PM
- b) Saturday :
  - Morning : 08.00 AM to 10.00 AM

## 22.0 **INSURANCE** :

### 22.1 Transit insurance will be arranged and paid for by OIL for all orders other than FOR Destination orders. 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.

## 23.0 **PAYMENT TERMS:**

### 23.1 **Payment terms where installation / commissioning and Training are not involved :**

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.

In certain cases, payment to the extent of 90% maximum of the value of the supply will be made against proof of despatch 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.

### 23.2 **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.

**23.3 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.

**23.4 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.

**24.0 BANKING CHARGES :**

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

**25.0 ADVANCE PAYMENT:**

25.1 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.

25.2 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.

25.3 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.

25.4 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.

**26.0 CONFIDENTIAL INFORMATION :**

26.1 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.

## **27.0 PATENT AND OTHER RIGHTS :**

- 27.1 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.
- 27.2 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.

## **28.0 INDEMNITY AND INSURANCE :**

- 28.1 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.
- 28.2 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.

## **29.0 ASSIGNMENT :**

- 29.1 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.

## **30.0 WARRANTY / GUARANTEE :**

- 30.1 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 mentioned hereunder 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.

<b><u>NATURE OF ITEMS</u></b>	<b><u>PERIOD OF WARRANTY / GUARANTEE</u></b>
For consumables like Cement, Chemicals, tubulars etc	12 months from the date of despatch/shipment

For Capital Items	18 months from the date of despatch/shipment or 12 months from the date of successful commissioning, whichever is earlier
For other items	18 months from the date of despatch/shipment or 12 months from the date of receipt at destination, whichever is earlier

### **31.0 DEFAULT IN DELIVERY / LIQUIDATED DAMAGES :**

31.1 Time will be of the essence of the contract.

31.2 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.

31.3 As an alternative to Clause No. 31.2 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 31.2 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.

31.4 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 destination 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.

### **32.0 FORCE MAJEURE :**

32.1 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.

- 32.2 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 32.1 and which renders performance of the contract by the said party completely impossible.

### **33.0 DEFAULT :**

- 33.1 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.

### **34.0 TERMINATION :**

- 34.1 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 them in performance of the Contract prior to such termination.

### **35.0 APPLICABLE LAW :**

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

### **36.0 ARBITRATION :**

- 36.1 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 the place of issuance of tender unless otherwise agreed by OIL
- 36.2 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.

### **37.0 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 :

- 37.1 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.
- 37.2 Offers with inadequate validity will be rejected.
- 37.3 Bids received after bid closing date and time shall be rejected. Also, modification of Bids received after Bid Closing date/time shall not be considered.
- 37.4 Offers received from unsolicited parties shall not be considered and rejected.
- 37.5 The authenticity of the digital signature shall be verified through authorised CA after bid opening and in case the digital signature is not authorized the bid will be rejected.
- 37.6 Any offer containing incorrect statement will be rejected
- 37.7 Bids without original Bid Security as per Para 8.0 (wherever called for) and confirmation regarding submission of requisite Performance Security as per Para 9.0 (wherever called for) shall be rejected.
- 37.8 The bids shall conform generally to the specifications and terms and conditions given in the tender. Bids shall be liable for rejection in case the goods offered don't conform to the required minimum / maximum parameters stipulated in the technical specifications and to the respective international/National standards wherever stipulated.
- 37.10 Bids not submitted in compliance with Para 6.9 above regarding submission of samples (whenever applicable) will be rejected.
- 37.11 To ascertain the substantial responsiveness of the bid, clarification in respect of clauses covered under BRC can be asked from the bidder and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by the company, failing which the bid will be summarily rejected.
- 37.12 Offer shall be rejected straightaway without seeking clarification in case the party refuses to sign Integrity Pact. (Amendment)



- 37.13 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be liable for rejection:
- i. Guarantee of Material clause
  - ii. Force Majeure Clause
  - iii. Arbitration Clause
  - iv. Acceptance of Jurisdiction and Applicable Law clause
  - v. Liquidated damage and penalty clause
  - vi. Integrity Pact clause
  - vii. Delivery Period clause (Amendment)

### **38.0 BID EVALUATION CRITERIA :**

- 38.1 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.
- 38.2 Each item shall be normally evaluated independently unless otherwise stated.
- 38.3 In the event of computational error between unit price and total price, unit price shall prevail and adopted for evaluation.
- 38.4 Similarly, in the event of discrepancy between words and quoted figure, words will prevail.
- 38.5 Preference to Public Sector Undertaking and MSE etc. will be given as per prevailing Government Guidelines as applicable on bid closing date.
- 38.6 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.
- 38.7 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.

### **39.0 PURCHASE PREFERENCE :**

OIL reserves the right to allow to the Central Public Sector Enterprises, purchase preference facilities as admissible under the existing policy. However, the provisions are subject to change as per Govt. Guidelines and the provisions ruling at the time of bid (price bid in case of two bid/stage system) opening will be applicable. Bidders are requested to take a note of the latest guidelines of the Govt. in this regard on their own and quote accordingly.

#### **40.0 COMPARISION OF OFFERS:**

- 40.1 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 consignment (forming rake load) and road freight for others will be considered for arriving at the FOR destination cost.
- 40.2 In case of any conflict between the Rejection/Evaluation criteria stipulated in this Section with that given in the Invitation for Bid against specific Tender, those mentioned in the Invitation for Bid against specific Tender will prevail.

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**Amendment to General Terms and Conditions for E-PROCUREMENT LCB TENDERS (MM/LOCAL/E-01/2005).**

**The following New Clause in General Terms and Conditions for E-PROCUREMENT LCB TENDERS (MM/LOCAL/E-01/2005) has been added:**

**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 1<sup>st</sup> 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.

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**BID SUBMISSION PROFORMA**

Tender No :

Oil India Limited

Dear Sirs,

I / We have understood and compiled with the %Instructions to Bidders+at %Bid evaluation / Rejection Criteria+ and the %General Terms and Conditions+ for supply and have thoroughly examined and compiled with the specifications, drawings and / or pattern stipulated hereto and / are fully aware of the nature of the material required and my / our offer is to supply materials strictly in accordance with the requirements.

Yours faithfully,

**(SIGNATURE OF BIDDER)**

ADDRESS :

DATED :

TELEPHONE NO :

FAX NO :

EMAIL ADDRESS :

**Note** : This form should be returned along with offer duly signed

## **ANNEXURE - II**

### **Price Schedule Proforma**

-Deleted- not relevant for E-tendering

(Prices are to be quoted as per online format)

**PROFORMA EXCEPTION / DEVIATION****EXCEPTION / DEVIATION PERFORMA**

OIL expects the bidders to fully accept the terms and conditions of the bidding documents. However, should the bidder experience some exception and deviations to the terms of the bidding documents, the same should be indicated here and put in unpriced bid. In order to be considered responsive, Bidder's offer must specifically include the following statement :

- (a) We certify that our offer complies with all NIT requirements and specifications without any deviations.

Or

- (b) We certify that our offer complies with all NIT requirements and specifications with the following deviations :

Clause No. of Bidding Document	Full compliance/ not agreed	Exception/ deviations taken by the Bidders	Remark

**Signature of the Bidder**

**Name :**

**Seal of the company**



**CHECK LIST**

THE CHECK LIST MUST BE DULY FILLED UP COMPLETELY AND TO BE SUBMITTED ALONG WITH YOUR OFFER. PLEASE ENSURE THAT ALL THESE POINTS ARE COVERED IN YOUR OFFER. THESE WILL ENSURE THAT YOUR OFFER IS PROPERLY EVALUATED. PLEASE CROSS THE BOX WHICHEVER IS APPLICABLE.

**TECHNICAL**

1.0 Whether necessary literature/catalogue of the equipment as well as spare parts thereof has been attached with the offer?

☐ Yes ☐ No

2.0 Whether the product quoted is IS / BIS approved and bears IS / BIS monogram ? (if applicable)

☐ Yes ☐ No ☐ Not applicable

3.0 Whether required sample asked in bidding document has been submitted along with the offer ?

☐ Yes ☐ No ☐ Not applicable

4.0 If the sample has been asked for and the bidder is exempted from submission of sample, then whether exemption letter has been enclosed with the offer ?

☐ Yes ☐ No ☐ Not applicable

5.0 Whether the materials being offered fully conform to the required technical specifications ?

☐ Yes ☐ No

6.0 If not, whether you have separately highlighted the deviation?

☐ Yes ☐ No

## **COMMERCIAL**

1.1 Whether requisite tender fee has been paid ?

☐ Yes ☐ No ☐ Not applicable ☐

1.2 If so, furnish the following :-

(i) Value

(ii) Mode of payment: ☐ Cheque/ Draft ☐ Cash ☐

2.1 Whether Original Bid Security has been forwarded (if called for) ?

☐ Yes ☐ No ☐ Not applicable ☐

2.2 If so furnish the following:-

(i) Name of the Bank

(ii) Value

(iii) Number

(iv) Date of issue

(v) Period of validity of the Bank Draft/Bank Guarantee/Letter of Credit.

(The validity of Bank Draft should not be less than 180 days).

3.0 In case the Bidder is a supply house, whether authorisation from the manufacturer, authorising him to bid, has been enclosed with the offer ?

☐ Yes ☐ No ☐ Not applicable ☐

4.0 Have you offered firm price?

☐ Yes ☐ No ☐

5.0 Have you specified currency of the quoted price?

☐ Yes ☐ No ☐

6.0 Whether the period of validity of the offer is as required in bidding document?

☐ Yes ☐ No ☐

7.0 Have you indicate firm delivery ?

☐ Yes ☐ No ☐

8.0 Whether Original Bid Security has been forwarded in original (if called for) ?

☐ Yes ☐ No ☐ Not applicable ☐

9.0 Whether confirmation regarding submission of performance Security has been furnished (if called for) ?

☐ Yes ☐ No ☐ Not applicable ☐

10.0 Whether confirmation regarding Gurantee/ warranty has been furnished ?

☐ Yes ☐ No ☐

11.0 Whether Gross Weight / Volume of consignment has been furnished ?

☐ Yes ☐ No ☐

12.0 Whether the cost of Third party Inspection charges included in the quoted prices? If not, whether these have been quoted separately. (if called for)

☐ Yes ☐ No ☐ Not applicable ☐

13.0 Whether the cost of Installation/ erection / Commissioning at Site charges included in the quoted prices? If not, whether these have been quoted separately. (if called for)

☐ Yes ☐ No ☐ Not applicable ☐

14.0. Whether the cost of training of OIL personnel included in the prices? If not, whether these have been quoted separately. (if called for)

☐ Yes ☐ No ☐ Not applicable ☐

15.0 Has the statement incorporating the exceptions/deviations as per the proforma at Annexure . III, been prepared and enclosed with the offer?

☐  ☐

16.0 Has the bidder's past supplies proforma (Annexure . V) been carefully filled and enclosed with the offer ?

☐  ☐

17.0. In case Antidumping Duty is applicable, whether confirmation to bear the Antidumping duty by the Bidder has been made in the Bid.

☐  ☐  ☐

18.0. If the Bidder is seeking business with OIL for the first time, has he given the details of the parties to whom the offered items/services have been provided in past alongwith their performance report ?

☐  ☐

19.0 Whether required sample asked in bidding document has been submitted alongwith the offer ?

☐  ☐  ☐

20.0. Confirm that all documents required in unpriced techno-commercial bid without prices are placed in unpriced folder.

☐  ☐

21.0. Confirm that bid and all documents are signed using valid digital signatures issued by acceptable Certifying Authority (CA) as per Indian IT Act 2000.

☐  ☐

22.0 Whether firm Ex-works and FOR destination prices have been quoted by indigenous bidders

☐ Yes ☐ No ☐

23.0 Whether a copy of latest income tax clearance certificate has been enclosed ?

☐ Yes ☐ No ☐ Not applicable ☐

24.0 Whether details of your registration under Sale Tax/Central Sales Tax have been indicated in the offer?

☐ Yes ☐ No ☐

Offer Ref .. .....í í í í í í Dated . .....  
OIL's Tender No. .. .....í í í í . Signed í .....  
For & on behalf of ... .....Designation . .....

**ANNEXURE - V**

**PROFORMA IF BIDDER'S PAST SUPPLIES**

SL.NO	NAME & ADDRESS OF CLIENT	ORDER NO. & DATE	DESCRIPTION DETAILS	TOTAL QUANTITY SUPPLIED SUCCESSFULLY	TOTAL QUANTITY SUPPLIED SUCCESSFULLY

-----

NOTE :- CERTIFICATE FROM CLIENTS TO BE ENCLOSED ALONGWITH THIS  
PROFORMA

Signature of the Bidder

\_\_\_\_\_

Name\_ \_\_\_\_\_

\_\_\_\_\_

Seal of the Company

\_\_\_\_\_

**PERFORMA OF AUTHORISATION LETTER FOR ATTENDING TENDER OPENING**

NO.

Date

To,

The  
Oil India Ltd.,

(India)

Dear Sir,

Subject : **Tender No.**                      **due on**

For \_\_\_\_\_ Mr \_\_\_\_\_ has been authorised  
to be present at the time of opening of above tender due on \_\_\_\_\_ at \_\_\_\_\_ on  
my/our behalf.

Yours faithfully

Signature of Bidder

Name:  
Designation :  
For & on behalf of :

**Copy to:** Mr \_\_\_\_\_ for information and for production before the \_\_\_\_\_ (MM) \_\_\_\_\_ at the  
time of opening of bids.

**PERFORMA OF BID SECURITY**

Ref. No

Bank Guarantee No

Dated

TO,  
OIL INDIA LIMITED  
RAJASTHAN PROJECT  
P. O.: JODHPUR - 342005  
RAJASTHAN, INDIA

Whereas \_\_\_\_\_ (herein after called 'the Bidder') has submitted their Bid No. \_\_\_\_\_ dated.....against OIL INDIA LIMITED, RAJASTHAN PROJECT, JODHPUR, RAJASTHAN, INDIA (hereinafter called the purchaser) tender No. \_\_\_\_\_ for the supply of (hereinafter called ~~the Bid~~ KNOW ALL MEN by these presents that we \_\_\_\_\_ . Of having our registered office at \_\_\_\_\_ ( hereinafter called ~~the Bank~~ are bound unto the Purchaser, in the sum of \_\_\_\_\_ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the said Bank this .....day of.....

**THE CONDITIONS of this obligation are :**

1. If the Bidder withdraws their Bid during the period of Bid validity specified by the Bidder, or
2. If the Bidder, having been notified of the acceptance of their bid by the Purchaser during the period of bid validity :
  - a) fails or refuses to accept the order ; or
  - b) fails or refuses to furnish the performance security
3. If the Bidder furnished fraudulent document/information in their bid.

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

This guarantee will remain in force up to and including \_\_\_\_\_( *Bidder to indicate specific date as mentioned in the tender*), and any demand in respect thereof should reach the Bank not later than the above date.

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

**A.Issuing Bank**

1. Full address of the bank:
2. 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 Bank***



**PERFORMA OF PERFORMANCE SECURITY FORM**

Ref. No

Bank Guarantee No

Dated

TO,

OIL INDIA LIMITED  
 RAJASTHAN PROJECT  
 P. O.: JODHPUR - 342005  
 RAJASTHAN, INDIA

Whereas                   õ õ õ õ õ õ .. (herein after called 'the Seller') has undertaken, in pursuance of Order No.                   dated.                   .....to supply                   í í í ..(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 the                   .....í í ....day 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 gurantors**

Date                   .....

í í í í í í í í í í í í

Witness

# DECLARATION CERTIFICATE BY THE THIRD PARTY INSPECTOR

## TO WHOM IT MAY CONCERN

This is to certify that following material and quantity offered to us for inspection by M/s  
 \_\_\_\_\_ has been inspected by us as per the scope of inspection  
 mentioned in OIL INDIA LIMITED's Order No. \_\_\_\_\_ Dated.  
 \_\_\_\_\_ and passed by us for despatch.

Materials :

Quantity Passed :

Certificate No. :  
 Issued by us.

Date. \_\_\_\_\_ .

Seal

Signature of Third Party Inspector

Name:

Designation :

For & on behalf of :

## **GOODS AND SERVICES TAX**

Provision of Clause No. 6.3 & 6.4 of document no MM/LOCAL/E-01/2005(Revised in May 2016) stands deleted and replaced with the following:

1. "GST" shall mean Goods and Services Tax charged on the supply of material(s) and services. The term "GST" shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as "IGST") or Central Goods and Services Tax (hereinafter referred to as "CGST") or State Goods and Services Tax (hereinafter referred to as "SGST") or Union Territory Goods and Services Tax (hereinafter referred to as "UTGST") depending upon the import / interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.
2. The quoted price shall be deemed to be inclusive of all taxes and duties except "Goods and Services Tax" (hereinafter called GST) (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and GST compensation Cess if applicable).
3. Contractor/vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL (Oil India Limited)/client. In the event that the contractor / vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules thereunder, OIL/client shall not be liable to make any payment on account of GST against such invoice.
4. GST shall be paid against receipt of tax invoice and proof of payment of GST to government. In case of non-receipt of tax invoice or non-payment of GST by the contractor/vendor, OIL shall withhold the payment of GST.
- 5 GST payable under reverse charge for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/vendor but will be directly deposited to the government by OIL/client.
6. Where OIL/client has the obligation to discharge GST liability under reverse charge mechanism and OIL/client has paid or is /liable to pay GST to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL/client for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OIL/client to Contractor / Supplier.
7. The Supplier shall always comply with the requirements of applicable laws and provide necessary documents as prescribed under the Rules & Regulations, as applicable from time to time. In particular, if any tax credit, refund or other benefit is denied or delayed to OIL/project owner due to any non-compliance / delayed compliance by the Supplier under the Goods & Service Tax Act (such as failure to upload the details of the sale on the GSTN portal, failure to pay GST to the Government) or due to non-furnishing or furnishing of incorrect or incomplete documents by the Supplier, the Supplier shall be liable to reimburse OIL/project owner for all such losses and other consequences including, but not limited to the tax loss, interest and penalty.
8. Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor / Vendor is denied by the tax authorities to OIL/client for reasons attributable to Contractor / Vendor, OIL/client shall be entitled to recover such amount from the Contractor / Vendor by way of adjustment from the next invoice. In addition to the amount

of GST, OIL/client shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL/project owner.

9. TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.

10. The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions available under tax laws.

11. The contractor will be liable to ensure to have registered with the respective tax authorities and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.

12. In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.

13. OIL/client will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL/client is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

**14. GST (GOODS & SERVICE TAX) (TRANSPORTATION CHARGES, SUPERVISION / TRAINING, SITE WORK):**

The quoted Prices towards Transportation, Supervision, Training, Site Work, AMC shall be inclusive of all taxes & duties except Goods & Service Tax (GST).

Goods & Service Tax (GST) as billed by the Supplier shall be payable at actuals by Owner subject to Contractor furnishing proper tax invoice issued in accordance with Goods & Service Tax (GST) rules to enable Owner to take input tax credit as per Govt. Rules 2004 on Goods & Service Tax (GST) paid.

Goods & Service Tax (GST) shall not be payable, if the requirements as specified above are not fulfilled by the Supplier. In case of non-receipt of above, Owner shall withhold the payment of Goods & Service Tax (GST).

In case of Foreign Bidders, where foreign bidder does not have permanent establishment in India, for supervision/training services by foreign supervisor at Project Site, Goods & Service Tax (GST) shall be paid by Owner to tax authorities.

**15. Documentation requirement for GST**

The vendor will be under the obligation for invoicing correct tax rate of tax/duties as prescribed under the GST law to Owner/OIL, and pass on the benefits, if any, after availing input tax credit.

Any invoice issued shall contain the following particulars-

- a) Name, address and GSTIN of the supplier;
- b) Serial number of the invoice;

- c) Date of issue;
- d) Name, address and GSTIN or UIN, if registered of the recipient;
- e) Name and address of the recipient and the address of the delivery, along with the State and its code,
- f) HSN code of goods or Accounting Code of services;
- g) Description of goods or services;
- h) Quantity in case of goods and unit or Unique Quantity Code thereof;
- i) Total value of supply of goods or services or both;
- j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
- k) Rate of tax (IGST, CGST, SGST/ UTGST, cess);
- l) Amount of tax charged in respect of taxable goods or services (IGST, CGST, SGST/ UTGST, cess);
- m) Place of supply along with the name of State, in case of supply in the course of inter-state trade or commerce;
- n) Address of the delivery where the same is different from the place of supply and
- o) Signature or digital signature of the supplier or his authorised representative.

GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner-

- a) The original copy being marked as ORIGINAL FOR RECIPIENT;
- b) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
- c) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

In case of any advance given against any supplies contract, the supplier of the goods shall issue Receipt Voucher containing the details of details of advance taken along with particulars as mentioned in clause no. \*\*.15 (a), (b), (c), (d), (g), (k), (l), (m) & (o) above.

#### **16. GENERAL REMARKS ON TAXES & DUTIES:**

In view of GST Implementation from 1st July 2017, Excise Duty, CST/VAT, Service tax, Entry Tax and other indirect taxes and duties have been submerged in GST. Accordingly reference of Excise Duty, Service Tax, VAT, Sales Tax, Entry Tax, E1/E2 Forms, and any other form of indirect tax except of GST mentioned in the bidding document shall be ignored.

**Provisions to be incorporated in the ITB of tenders for procurement of Goods pertaining to Oil Gas business activities covered under Purchase preference Policy (linked with Local Content) (PP-LC)**

**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 .....%.  
(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).

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 support 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 – 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).

**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 relieved 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)*

\*\*\*\*\*

## **Guidelines to Bidders for participating in OIL's e-Procurement tenders**

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]. The date for implementation of new system is 12<sup>th</sup> April 2017 and the requirement of the new DSC will be applicable for the tenders floated from 12<sup>th</sup> April 2017 onwards. All our current and prospective esteemed bidders are therefore requested to acquire Class III DSC [Organization] along with Encryption Certificate issued by any of the Licensed Certifying Authorities (CA) operating under Controller of Certifying Authorities (CCA) of India as per Indian IT Act 2000. Guideline for getting Digital Signature , New procedure for submission of response in system , system setting & other related informations are available on the website [www.oil-india.com](http://www.oil-india.com) .

### **Bid invitations (Tenders)**

1. The details of e-Procurement tenders can be accessed from our **e-Procurement** site <https://etender.srm.oilindia.in/irj/portal>
- 2.If you do not have a user id, please click on Guest login button to view available open tenders.
- 3.For obtaining User ID and Password , interested bidders are requested to go for Online Registration. Please do go to the url: <https://etender.srm.oilindia.in/irj/portal> And go to the link Supplier Enlistment for E-Tender .

### **Pre-requisites to submit tenders on line**

- 1.Bidder should have a valid User Id to access OIL e-Procurement site.
2. Bidder should have a legally valid digital certificate with Organization Name alone with Encryption Certificate as per Indian IT Act from the Licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India as per Indian IT Act 2000.
3. Bidder should have paid the requisite tender fee, if applicable for the Bid Invitation. If you are exempt from paying tender fee, you should have got an exemption from the Tender Officer.
4. Bidder should fulfill any other pre-requisites mentioned in the tender documents of a specific tender.

### **Obtaining User Id to access OIL e-Procurement site**

1. For obtaining User ID and Password, interested bidders are requested to go for Online Registration. Please do go to the url: <https://etender.srm.oilindia.in/irj/portal> And go to the link Supplier Enlistment for E-Tender. Other details can be viewed in [www.oil-india.com](http://www.oil-india.com).

Bidders are advised to apply for user ID at least 7 days prior to the last date of tender fee payment for their own interests. User ID's shall be processed within 4 days subject to furnish complete information by the bidder. OIL shall not be responsible for any delays in allocation of user ID/password and other tender related formalities.

2. Once the registration is completed Initially user id and password will be assigned to the bidder.

### **Instructions for obtaining Digital Signature & Encryption Certificate (DSC)**

1. In order to bid for OIL e-tenders all the vendors are required to obtain a legally valid Digital Certificate 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.

Digital Signature Certificate comes in a pair of Signing/verification and encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on eTendering the DSC token should be connected to your system.

The cost of obtaining the digital certificate shall be borne by the vendor.

### **2.Steps for obtaining Digital Certificate & Encryption Certificate**

Visit the site of the licensed CA\* using internet browser ( <http://www.cca.gov.in/>)

Apply online for Digital Certificate Class III [Organization] along with Encryption Certificate for the designated individual with organization name. Ensure the Digital Certificate is legally valid in India.

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

Use the class III Digital Certificate [Organization] & Encryption Certificate thus obtained for online bidding on OIL e-Procurement site.

**\*Links to some licensed CA's are provided below**

1. <http://www.safescrypt.com/>
2. <http://www.tcs-ca.tcs.co.in/>
3. <http://www.mtnltrustline.com/>
4. <http://www.gnvfc.com/> etc

### 3. Technical Settings

**Web Browser:** Internet explorer ver8.0 or higher recommended.

**Proxy:** If you are unable to access OIL e-Procurement site or Bid Documents, check if you are using proxy to connect to internet or if your PC is behind any firewall. Contact your system administrator to enable connectivity. Please note that Port for HTTPS connectivity should be enabled on your proxy/firewall. Dial-up internet connectivity without Proxy settings is another option.

**Pop-ups:** Pop-ups should be enabled on OIL e-Procurement URL and Bid Documents URLs. This is required to view tender documents.

**Active-X Controls:** Maintain the settings as described in Internet Explorer settings document to enable digital signature signing and verification.

**Recommended Screen Resolution:** 1024 by 768 pixels.

**Internet Speeds:** If you are experiencing slow connectivity to OIL e-Procurement, then contact your system administrator or ISP provider for desirable speeds.

### INTERNET EXPLORER SETTING

The system requirement for e-bidding is PC/Laptop having windows Operating System, Internet explorer browser & internet broadband connectivity. Following settings are required to be carried out in pc/laptop for proper functioning of digital signature in OIL e-tender application. Before using etender site for bidding, ensure that the below mentioned settings in Internet Explorer are properly configured.

#### Step1

Open internet explorer-> tools-> internet options -> security tab: trusted sites->add the site :-> <https://etender.srm.oilindia.in/irj/portal>

#### Step2

Open internet explorer->tools->internet options->security tab->trusted sites ->custom level ->disable the „use pop-up blocker ☐ option. Under the head „miscellaneous ☐ set custom setting to low or medium. Press ok button to save the settings.

#### Step3

Open internet explorer->tools->internet options->privacy tab->untick the Turn on pop-up Blocker check box. Open internet explorer->tools->internet options->privacy tab ->set the level to „Accept all cookies ☐

Press ok button to save the settings.

**Step4**

Turn off pop-up blocker / remove any toolbar programs like rediff toolbar, yahoo toolbar etc. from your PC using add/remove programs. Restart the computer.

**Step5**

Changing the zoom level of IE to exactly 100%. The „Zoom level□ option is available on the right side bottom of the internet explorer screen. Set the zoom level to 100%.

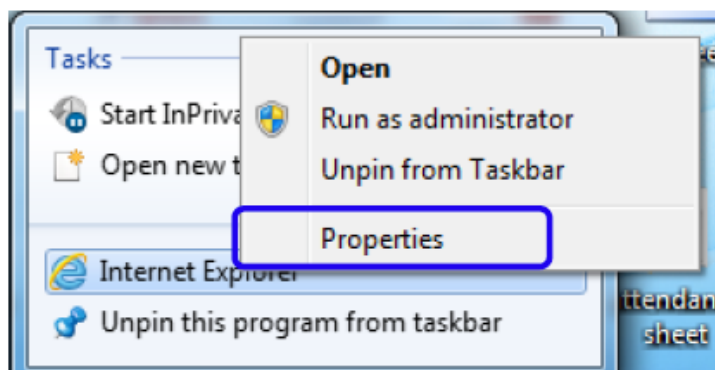
**Step5**

Go to Tools- Compatibility View Settings and perform the setting and add “OILINDIA.IN” below.



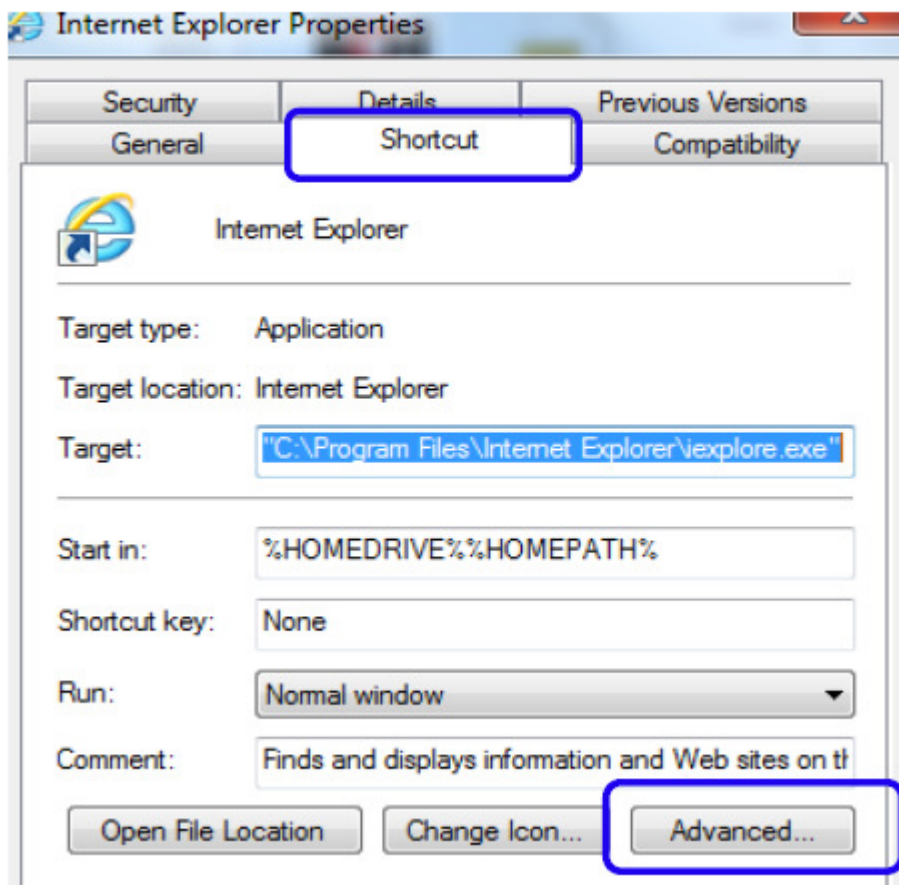
## **INTERNET EXPLORER Run in administrator mode**

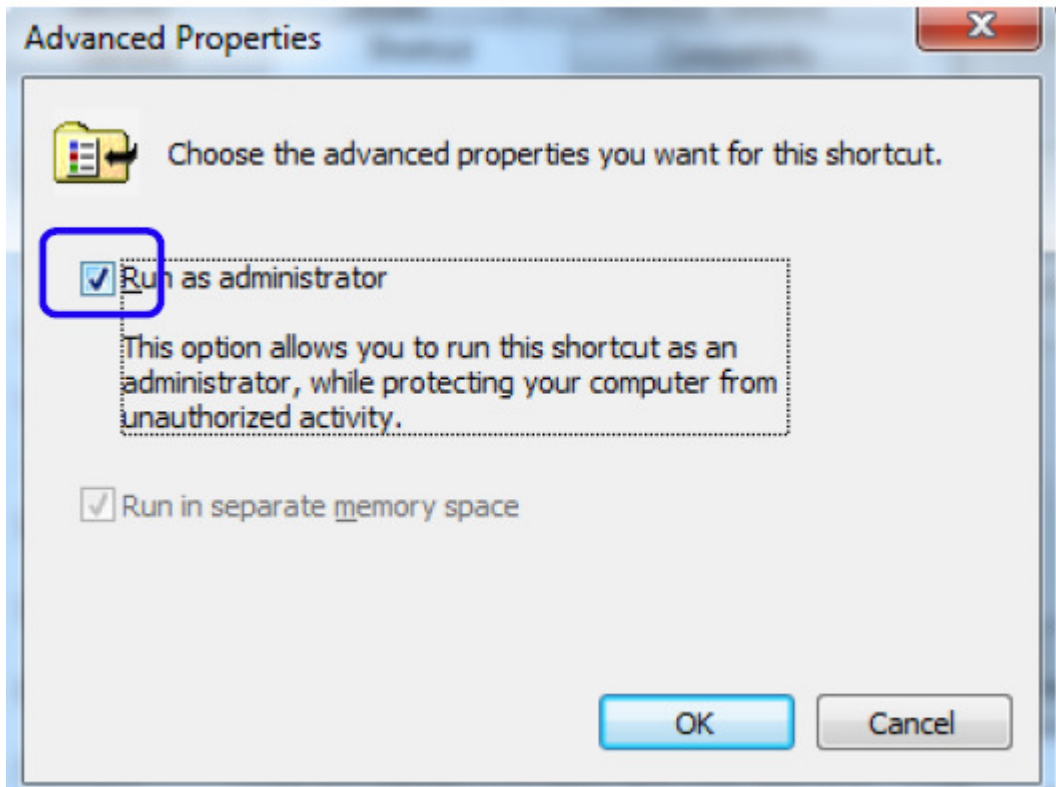
Set the browser to run in administrator mode as per the steps given below. - Go to properties of Internet explorer by right clicking the Internet explorer icon





Click Advanced button from the shortcut tab as shown below





**Java Requirement:** Bidders are requested use only 32 Bit Java. Bidders may use any version Upto JAVA 1.8 updated 112. After downloading the Java components make sure that you start your internet browser again. Please ensure that your computer does not have multiple versions of Java

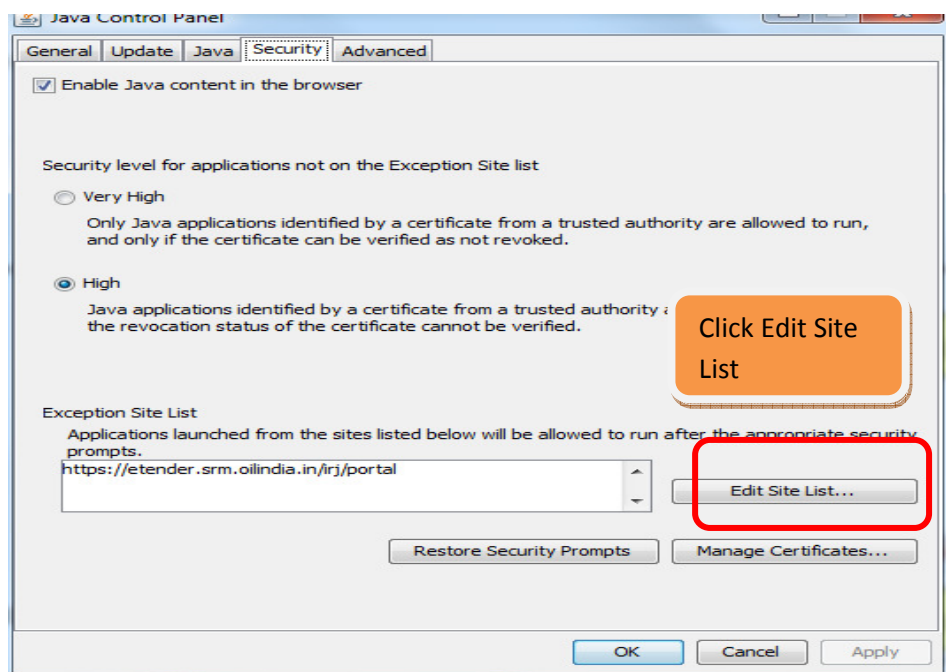
## **NOTE:**

**And after installation make some settings as under:**

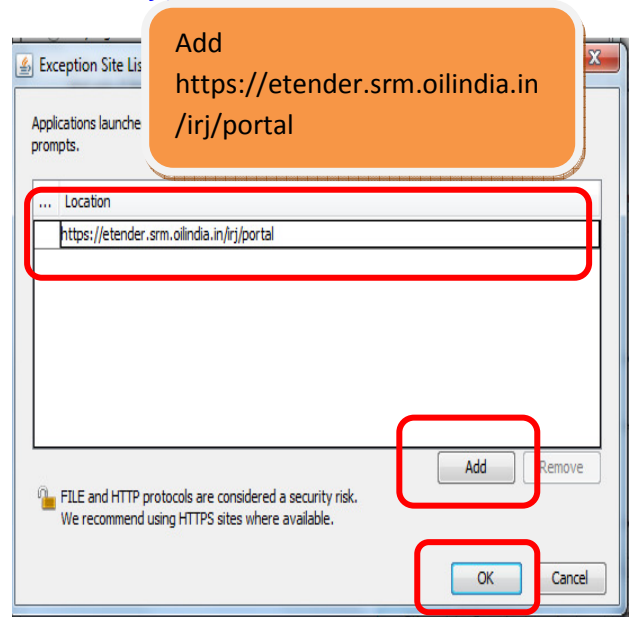
- 1) Go to Start->Control panel**
- 2) Java->Security**
- 3) Security level-> Medium**



Click 'Edit Site List' button under 'Exception Site List'



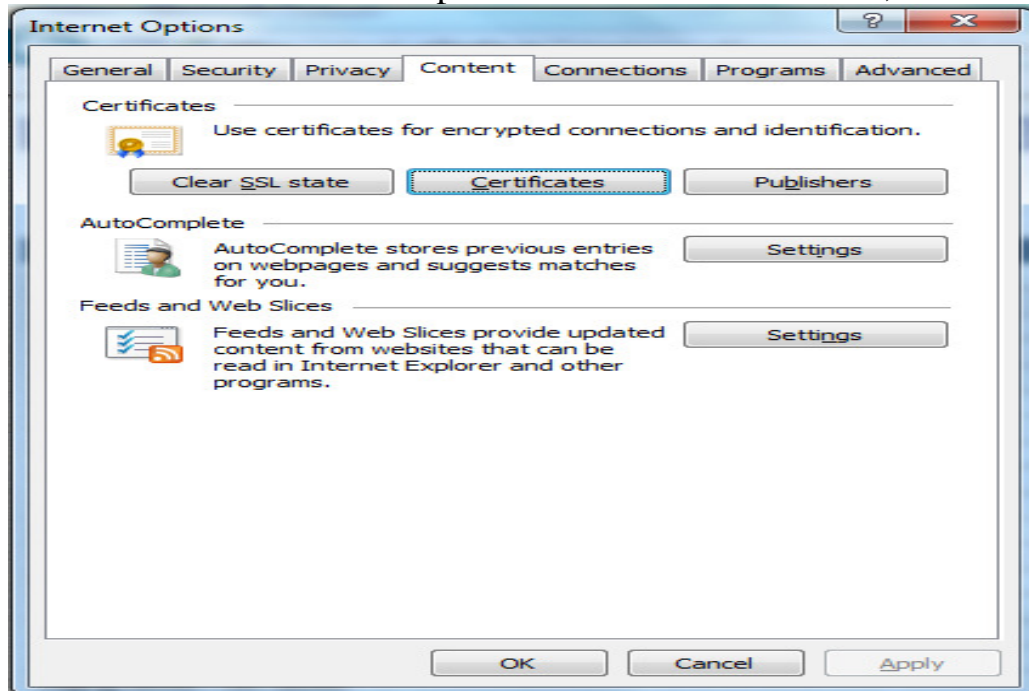
Click 'Add' button > Enter <https://etender.srm.oilindia.in/irj/portal> under 'Location' > Click **OK** to save the location



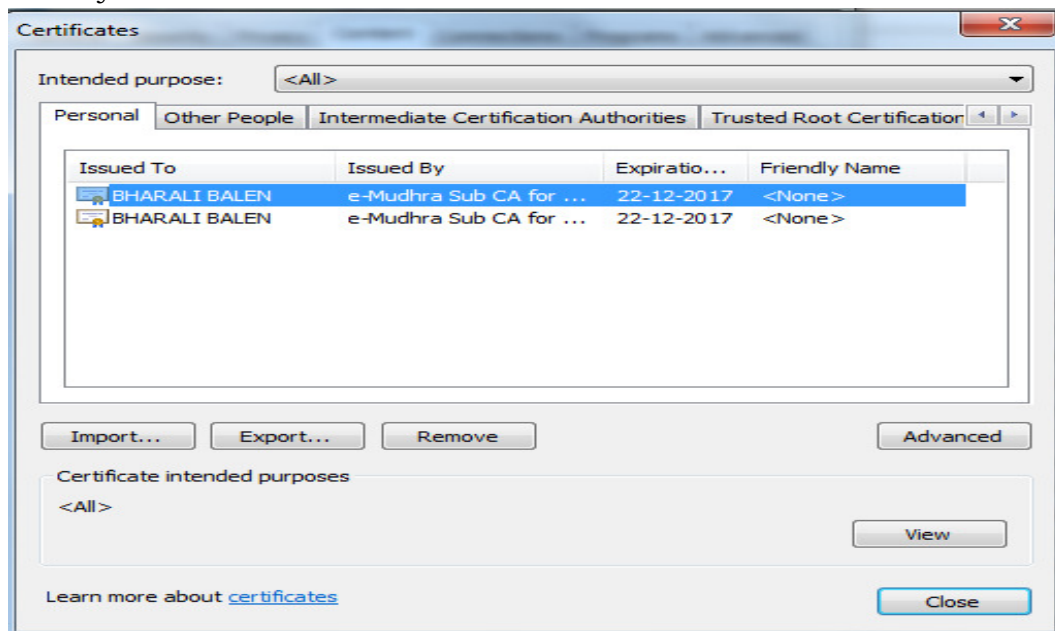
## INSTALLATION OF DIGITAL SIGNATURE E-TOKEN

Install the driver signature e-token in consultation with the vendor from where the digital signature certificate is purchased. After installation , attach the e-token in your system USB port. Check to ensure that the digital signature & Encryption certificate is installed properly:

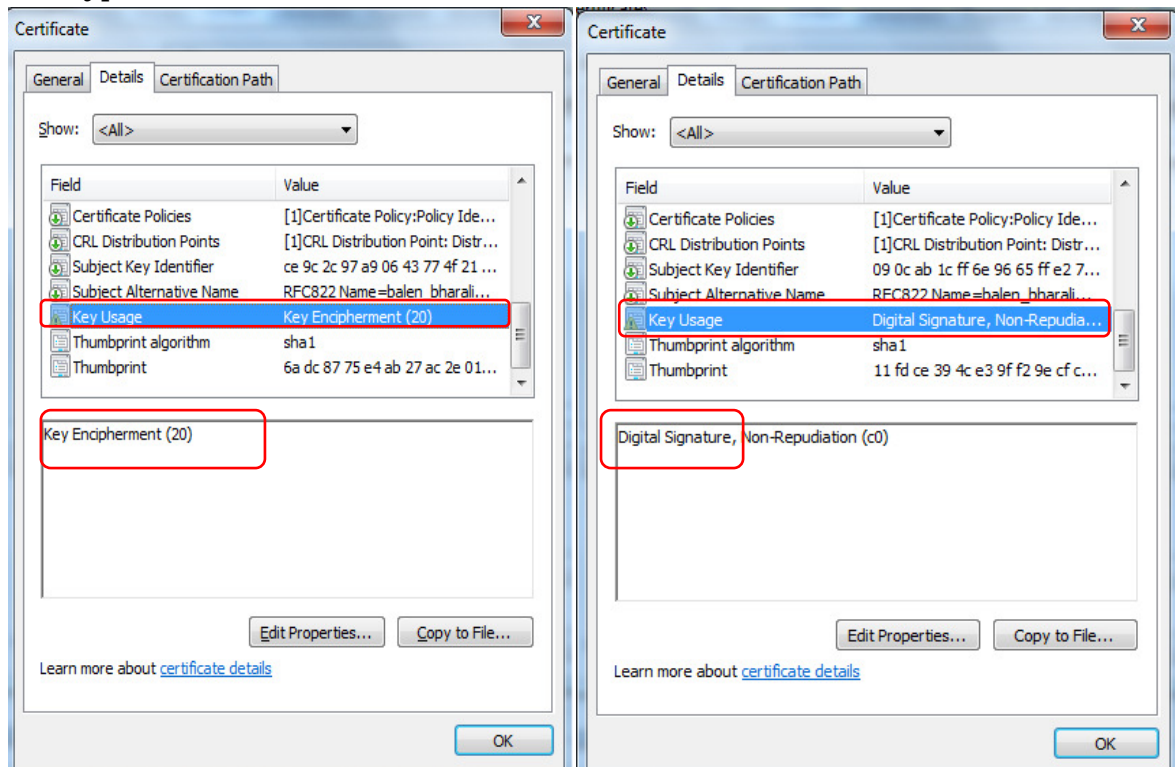
1. Go to tools ->internet options->contents->certificates, click on certificate.



2. After clicking the certificate , the installed certificate details will be appeared . Check Validity of the certificates.



3. Select the certificate and click view . Certificate details will be appeared . Go to details > Check “Key Usage”. The certificate must contain one “Signature Certificate” and one “Encryption Certificate”



In case of any clarification pertaining to e-procurement process, the vendor may contact the following

ERP DEPARTMENT

OIL INDIA LIMITED

PO:DULIAJAN

PIN:786602

Email:erp\_mm@oilindia.in

Contact: (0374) 280-7178/7171/7192 /4903

- A. 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]. The date for implementation of new system is 12<sup>th</sup> April 2017 and the requirement of the new DSC will be applicable for the tenders floated on 12<sup>th</sup> April 2017 onwards. All our current and prospective esteemed bidders are therefore requested to acquire Class III DSC [Organization] along with Encryption Certificate issued by any of the Licensed Certifying Authorities (CA) operating under Controller of Certifying Authorities (CCA) of India as per Indian IT Act 2000. Guideline for getting Digital Signature and other related informations are available on the e-tender website [www.oil-india.com](http://www.oil-india.com) .
- B. Bidders are requested to go through “New Vendor Manual” effective date:12.04.2017 before submitting offer in system.
- C. Bidders are requested to go for “Guidelines to Bidders for participating in OIL” before submitting offer in system.



## Upload Technical Bid / Price Bid.

1.

Response - Oil India Ltd - SRM QAS Portal - Internet Explorer

http://srmqas.oilindia.in:50100/irj/porta

Response

Display RFX Response:

Edit Print Preview Check

RFX Response Number 60005572 RFX Number Status Saved Submission Deadline Opening Date 11.04.2017 00:00:00 India Remaining time 0 Days 14:02:00 RFX Owner BHARALI

Total Value XXXXX INR RFX Response Version Number Active Version

RFX Information Items Notes and Attachments Conditions Summary Tracking

Basic Data Questions **Technical Attachments**

Event Parameters

Currency: Indian Rupee

Detailed Price Information: Price with Conditions

Terms of Payment: OTH Others (Please specify under attributes)

Service and Delivery

Incoterm: FOB SINGAPORE

Area for uploading "Priced Bid" if the detailed price information is "No Price"

Area for uploading "Priced Bid" if the detailed price information is "Price with Condition"

Area for uploading "Techno-commercial Unpriced Bid"

**Please do not upload price under "Technical Attachment"**

▼ Partners and Delivery Information

Details Send E-Mail Call Clear

Function	Number	Name
The table does not contain any data		

Filter Settings

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

Response - Oil India Ltd - SRM QAS Portal - Internet Explorer

http://srmqas.oilindia.in:50100/irj/portal?NavigationTarget=navurl%3A%2F%2F3a2821f4-dff7-2a5000h54ff54h07d0778/dennDRTFuent-CRNFuentR/RTTechnicalName=qte&BOSystemAlias=SAP\_SRM&Operation=displayresponse&isOBN=true&APPLID=SA

Response

**Display RFX Response:**

[Edit](#) [Print Preview](#) [Check](#) [Technical RFX Response](#) [Close](#) [Verify Signature](#) [Sign Response](#) [Refresh Smartform](#) [Decrypt Data](#) [System Information](#) [Create Memory Snapshot](#)

RFX Response Number 60005572 RFX Number 951 Status Saved Submission Deadline 11.04.2017 00:00:00 INDIA Opening Date 11.04.2017 00:00:00 INDIA Remaining Time 0 Days 14:02:03 RFX Owner BHARALI

Total Value XXXXX INR RFX Response Version Number Active Version RFX Version Number 1

**RFX Information** **Items** **Notes and Attachments** **Conditions** **Summary** **Tracking**

**Basic Data** **Questions** **Technical Attachments**

**▼ Notes**

Clear [Filter](#) [Settings](#)

Category	Description
<a href="#">Conditions of Participation</a>	-Empty-
<a href="#">Bid Invitation/Auction Text</a>	-Empty-
<a href="#">Bidder's Remarks</a>	-Empty-
<a href="#">Purchaser's Remarks</a>	-Empty-

**▼ Attachments**

**▼ cFolder Attachments**

Add Attachment Delete Verify Signature [Filter](#) [Settings](#)

cFolder Name	Category	Description	File Name	Version	Processor	Checked Out	Type	Size (KB)	Changed by	Changed on
The table does not contain any data										

**Area for uploading Priced Bid\*\***

**Area for uploading TechnoCommercial Unpriced Bid\***

**\*The “Techno-Commercial Unpriced Bid” shall contain all technocommercial details except the prices.**

**\*\* Please follow the instructions as per Vendor User Manual for Uploading Price under “Notes and Attachment” or “Condition”**

**PROFORMA- I**

### **AUTHORISATION FOR ATTENDING BID OPENING**

Date : \_\_\_\_\_

TO

Chief Manager (M&C),  
Oil India Limited, Rajasthan Project,  
02-A, District Shopping Centre,  
Saraswati Nagar, Basni,  
Jodhpur-342005,  
Rajasthan, India

Sir,

**Sub: OIL's e-Tender No. SJ18853P19**

We authorise Mr. /Ms. \_\_\_\_\_ (Name and address) to be present at the time of opening of the above Tender due on \_\_\_\_\_ on our behalf.

Yours Faithfully,

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

### Seal of the Bidder:

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

&&&&&&&&&&