

**TENDER FOR SUPPLY, INSTALLATION & COMMISSIONING OF WORKSTATION**

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## S E C T I O N - I

### FORWARDING LETTER

Oil India Limited (OIL), a Govt. of India Enterprise, invites quotations through its online e-procurement portal, from experienced and competent domestic bidders for “**Supply, Installation & Commissioning of Workstation**”.

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

#### 1.0 **BRIEF DETAILS:**

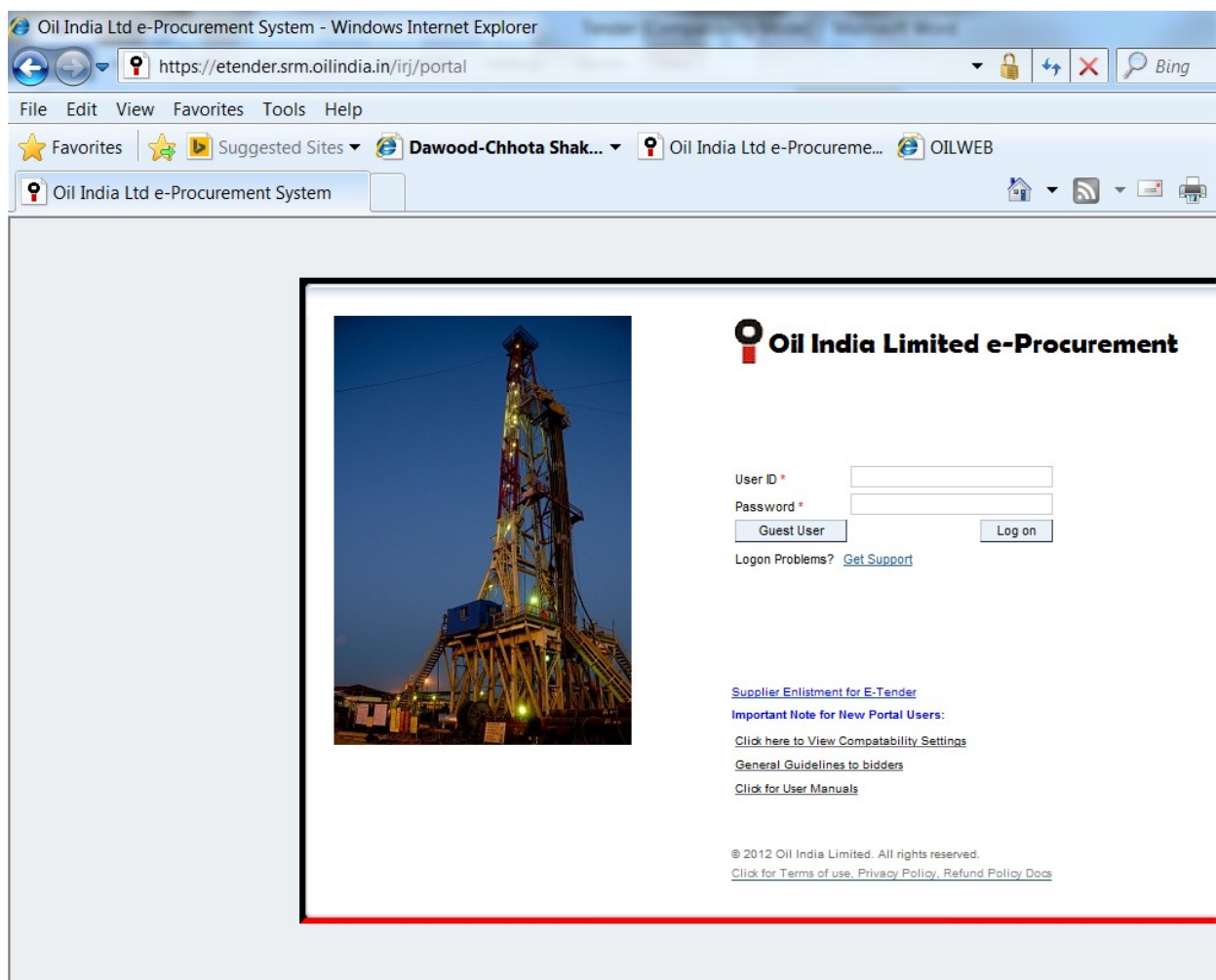
Item Description	Particulars
Title of the Tender	<b>Supply, Installation &amp; Commissioning of Workstation.</b>
Material Description:	<b>Supply, Installation &amp; Commissioning of Workstation. Quantity – 1 No. with two monitors</b>
Tender No. & Date	<b>SLI0338P19/BD dated 25.01.2019</b>
Type of tendering	Domestic Open Tender under Single Stage Composite Bid system
Tender Document	The Tender Document comprises of following Sections, Appendix & Proforma including this Forwarding Letter: SECTION-I : FORWARDING LETTER SECTION-II : General Terms & Conditions SECTION-III : Scope of Work & Technical Specifications SECTION-IV : Bidding Format SECTION-V : Bid Rejection Criteria /Bid Evaluation Criteria ANNEXURE-I : Public Procurement Policy for MSEs ANNEXURE-II : Sample undertaking of authenticity letter from OEM ANNEXURE-III : Sample Authorisation letter from OEM ANNEXURE-IV : General HSE Points ANNEXURE-V : Undertaking of authenticity of information/documents submitted PROFORMA-I : Statement of Non-Compliance PROFORMA-II : Bid Security Form PROFORMA-III : The Performance Security Form

	PORFORMA-IV : Certificate of Annual Turnover and Net worth PORFORMA-V : Commercial Checklist PORFORMA-VI : Letter of Authority for bid signing PROFORMA-VII : Authorization letter for Bid Opening PROFORMA-VIII : Proforma for E-remittance details
Tender Fee	<b>Not Applicable</b>
Bid Closing Date & Time	01.03.2019 till 14.00 Hrs.
Bid Opening Date & Time	01.03.2019 at 15.00Hrs
Bid to be submitted	: Through OIL's e-procurement portal <a href="https://etender.srm.oilindia.in/irj/portal">https://etender.srm.oilindia.in/irj/portal</a>  a) Bidders without having E-tender Login ID and Password should complete their online registration at least seven (7) days prior to the scheduled bid closing date and time of the tender. For online registration, Bidder may visit the OIL's E-tender site <a href="https://etender.srm.oilindia.in/irj/portal">https://etender.srm.oilindia.in/irj/portal</a>  b) Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration / incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.
Bid Opening Place	General Manager (Contracts-BD) Business Development Department Oil India Limited OIL House, Plot No. 19, Sector-16A, NOIDA 201 301, UTTAR PRADESH.
Bid Validity	:Bids shall remain valid for 90 days from the bid closing date.
Bid Security Amount (EMD)	: Rs.28,000.00 ( Rupees Twenty Eight Thousand only) (non-interest bearing)  The Bid Security can be submitted in the form of  a. Bank Guarantee (in specified format) issued by any schedule Indian Bank or any branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank. Bank Guarantee must be valid for <b>120 days</b> from scheduled bid closing date (Please refer to EMD validity period mentioned in RFX information page in E- tender portal in this regard)

	<p>b. Demand Draft /Bankers Cheque drawn in favour of Oil India Limited and payable at Noida / New Delhi</p> <p>c. Alternately, Bid Security can also be paid through the online payment gateway against this tender.</p> <p>d. In case of bidder(s) submitting Bid Security in the form of BG / DD, the original hard copy of Bid Security should reach the above office of General Manager (Contracts -BD) by 02.00 <b>PM (IST)</b> on the bid closing /opening date otherwise bid will be rejected.</p> <p>e. A scanned copy of Bid Security document should also be uploaded along with the Un-priced Techno-Commercial Bid documents.</p> <p>f. No other mode of payment will be accepted by the Company.</p> <p>g. The Bid Security shall not earn any interest to the bidder from the Company.</p> <p>h. Any offer not accompanied with the Bid Security shall be treated as invalid and summarily rejected.</p> <p><b><u>Notes:</u></b></p> <p>i. MSEs who are already registered with District Industry Centre or Khadi &amp; Village Industries Commission or Khadi &amp; Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts &amp; Handloom or any other body specified by Ministry of MSME are eligible for exemption from payment of Bid Security (EMD) irrespective of their product category &amp; capacity.</p> <p>ii. Bids without EMD shall be rejected, if the technical offer does not include a valid copy of MSE Certificate issued by appropriate authority.</p> <p>iii. However, for availing benefit of PURCHASE PREFERENCE under Public Procurement Policy, the eligible MSE bidders must ensure that they are the manufacturer of tendered goods for procurement and service provider who is capable of rendering the tendered services by themselves.</p>
Performance Security Amount for supply & installation	<p>The successful bidder shall submit Performance Security for an amount equivalent to 10% of total material Cost plus installation &amp; Commissioning excluding taxes payable by OIL within 15 days of issue of letter of award.</p> <p>Validity of Performance security in the form of Bank Guarantee must be 90 days beyond successful Completion of Warranty Period.</p>
Bids to be addressed to	<p>General Manager ( Contracts -BD) Business Development Department Oil India Limited OIL House, Plot No.19, Sec-16A, NOIDA-201301</p>

## 2.0 EXEMPTION OF TENDER FEE & BID SECURITY:

- a) Central Govt. departments, Central Public Sector undertakings are exempted from submitting Tender Fee & Bid Security.
  - b) If the bidder is a 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, then they are also exempted from submitting Bid Security. Bidding MSEs shall have to submit a Copy of valid Registration Certificate clearly indicating category of enterprises, the monetary limit, if any and the items/ services for which bidder are registered with any of the aforesaid agencies, along with their Technical bids.
- 3.0 All corrigenda, addenda, amendments, time extension, etc. to the tender will be hosted on OIL website only. Prospective bidders are requested to regularly visit the website to keep themselves updated.
- 4.0 This tender is invited under SINGLE STAGE COMPOSITE BID SYSTEM. The general details of tender can be viewed by opening the RFx [Tender] under RFx and Auctions. The details of tender are uploaded under Technical RFX. The Price Bid shall be quoted as per “**BIDDING FORMAT**” attached under “Notes and Attachments” tab in the main bidding engine of OILs e-Tender portal. The price quoted in the “**BIDDING FORMAT**” will only be considered for evaluation.
- 5.0 Details of process for submission of Bid Security (EMD) through the online payment gateway are available in Vendor User Manual under E- procurement portal. (Note: Important Points for on-line Payment can be viewed at Oil India's website at url: <http://oil-india.com/pdf/ETenderNotification.pdf>).
- 6.0 The details of IFB / Bid Documents can be viewed using “Guest Login” provided in the E-Procurement portal.
- 7.0 To participate in OIL’s e-procurement tender, bidders should have 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 Certificates having “Organization Name” field other than Bidder’s Name are not acceptable. Bidders are advised to go through “User Manuals” provided in OIL’s E-Tender portal for bid submission procedure.
- 8.0 Bidders are requested to go through OIL’s e – Portal / Website before uploading their bids for updated information regarding participation requirements, guidelines and procedure for OIL’s e – tenders. A screen shot of the OIL’s e-portal is given below for ready reference:



In order to participate in OIL's E-tenders, Bidders are advised in their own interest to go through the following documents, in addition to others, available under **"User Manual"** in the main login page of OIL's E-tender Portal:

- a) Guidelines to Bidders for participating in OIL.pdf
  - b) New Instruction to Bidder for submission.pdf
- 1.0 Online Bids should be submitted latest by 14:00 Hrs. (IST) (OIL's e procurement Portal Server Time) on the Bid Closing date of the e-tender. Tender will be opened on the same day at 15:00 Hrs. (IST) at the office of Chief General Manager(C&P) in the presence of authorized representative of the bidders.
  - 2.0 The bid and all uploaded documents must be digitally signed using Digital Class III (Organization) along with Encryption Certificate as per Indian IT Act from the licensed Certifying Authorities(CA) operating under the Root Certifying Authority of India(RCAI), Controller of Certifying Authorities (CCA) of India.
  - 2.1 If the digital signature used for signing is not of "Class -3" with Organization Name and Encryption Certificate, the bid will be rejected.
  - 2.2 Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employee.
  - 2.3 The bid including all uploaded documents shall be digitally signed by duly authorized

representative of the bidder.

**SPECIAL NOTE:**

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

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

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

- b) Printed catalogue and Technical Brochure if called for in the bid document.
- c) The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, in original.

**Note:** A notarized true copy of the "Power of Attorney" shall also be accepted in lieu of the original, if the power of attorney is a general "Power of Attorney". However, photocopy of such notarized true copy shall not be accepted.

- d) Any other Document required to be submitted in original as per Tender Requirement.

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

Mr. Sanjiv Kumar Sinha , Chief Engineer (IT)  
OIL INDIA LIMITED  
Sec – 16A, Film City,Noida-201301, U.P.  
Mobile No. - +91- 9983090515

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

Tel Nos. = 0374-2807171/7192/7178/4903 & 0374-2804903;

Email id = [erp\\_mm@oilindia.in](mailto:erp_mm@oilindia.in)

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

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

Yours faithfully,  
OIL INDIA LIMITED

(B.D.Borah)  
Dy. General Manager (BD)  
Mob: 9810486579  
For General Manager (Contracts - BD)  
For Executive Director(BD)

## SECTION-II

### GENERAL TERMS AND CONDITIONS

#### APPLICABLE TO BOTH OPEN AND LIMITED INDIGENOUS e- TENDERS

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

#### 1.0 **TRANSFERABILITY OF BID DOCUMENTS:**

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

#### 2.0 **COST OF BIDDING:**

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

#### 3.0 **AMENDMENT TO BIDDING DOCUMENTS:**

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

#### 4.0 **CONTENTS OF OFFERS:**

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

#### 4.3 **EXCISE DUTY:** (Ceases to exist with effect from 01.07.2017 post implementation of GST)

- ~~4.3.1 Excise Duty, if any, should be quoted either as “extra” or as inclusive as the case may be. The Seller, if happens to be a Supply House, should not quote “Excise Duty” as extra.~~



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

#### **4.4 INDIRECT TAXES / GST**

- 4.4.1 For the purposes of levy and imposition of GST, the expressions shall have the following meanings:
- a) GST - means any tax imposed on the supply of goods and/or services under GST Law.
  - b) Cess – means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017.
  - c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.
- 4.4.2 The rates quoted by the bidders shall be exclusive of all taxes, duties and levies. Bidders are required to provide separately the rate and amount of all types of taxes, duties and levies. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have right to recover the difference in case the rate of duty/ taxes finally assessed is on the lower side. Further, it is the responsibility of the bidders to make all possible efforts to make their accounting /IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
- 4.4.3 Offers without giving any of the details of the taxes as specified above will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates or amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order will be binding on the bidder.
- 4.4.4 Bidders are required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profiteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the bidders should confirm that benefit of lower costs has been passed on to OIL by

way of lower prices/taxes and also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the bidders to ensure that the intended benefits of GST have been passed on to OIL.

- 4.4.5 Bidders agree to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and / or services covered in the instant contract like raising of and /or acceptance or rejection of credit notes / debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by OIL in the customized format shared by OIL in order to enable OIL to update its database etc. that may be necessary to match the invoices on GSTN common portal and enable OIL to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.
- 4.4.6 In case Input Tax Credit of GST is denied or demand is recovered from OIL by the Central / State Authorities on account of any non-compliance by bidders, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify OIL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. OIL, at its discretion, may also withhold / recover such disputed amount from the pending payments of the bidders.
- 4.4.7 GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.

#### **4.5 OTHER TAXES & LEVIES:**

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

#### **4.6 STATUTORY VARIATION:**

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

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

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

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

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

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

- 4.9.1 Bidders shall indicate cost for training OIL's personnel separately whenever called for.
- 4.9.2 For training at Bidder's premises, only the training fee should be indicated by the Bidder. All charges towards to & fro fare, boarding/lodging and daily expenses etc. for OIL's personnel shall be borne by OIL.
- 4.9.3 For training at OIL's premises, the Bidder should quote training charges which should be inclusive of all charges of their personnel viz. to and fro air fares, boarding/lodging expenses and daily expenses etc. for the entire period. Local transport for commuting to the site at the place of training will be provided by OIL.

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

- 4.10.1 In the event installation and commissioning of the item by the technical experts of the bidders is involved, the charges thereof should be quoted separately which should be inclusive of to and fro air fares, boarding/lodging & daily expenses of the bidder's

technical personnel amongst others. Bidders shall also indicate in their offer the total expected time required for installation/commissioning of the items.

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

4.11 **DISCOUNT**

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

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

4.13 **BIDDERS SHOULD OFFER FIRM PRICES:**

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

4.14 **CHANGE IN QUANTITY:**

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

4.15 **TECHNICAL LITERATURE:**

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

4.16 **DELIVERY:**

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

4.17 **VALIDITY:**

Offers must be valid for acceptance for the minimum period as mentioned in the Forwarding letter, counted from the Bid Closing Date. Offers without the minimum validity period will be rejected. In the absence of any categorical mention regarding validity of the offer, it will be construed that the offer is valid as called for in the

covering page and it will be incumbent on the bidders to accept order, if any, when placed within such validity.

**4.18 VAGUE AND INDEFINITE EXPRESSIONS:**

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

**4.19 WITHDRAWAL OF OFFERS BY BIDDER:**

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

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

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

**4.21 FURNISHING FRAUDULENT INFORMATION / DOCUMENT :**

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

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

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

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

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

**6.0 BID SECURITY:**

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

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

i) A Bank Guarantee in the prescribed format (**PROFORMA -II**) from any schedule Indian Bank or any branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank. The Bank Guarantee shall be valid for

minimum days as indicated in the Forwarding Letter from the scheduled bid closing date and shall be enforceable at Noida/Delhi.

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

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

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

- 6.2.1 The bidders will have to submit the Bank Guarantee from any of the scheduled Indian banks and on non - judicial stamp paper of requisite value, as per the Indian Stamp Act, purchased in the name of the issuing banker.
- 6.2.2 The Bank Guarantee issued by a Bank amongst others must contain the following particulars of such Bank:
- (a) Full Address
  - (b) Branch Code
  - (c) Code Nos. of the authorized signatory with full name and designation
  - (d) Phone Nos./Fax Nos./E-mail address
- 6.2.3 In case, any such Bid Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the signatures of fake official of the Bank, the bid submitted by the concerned bidder shall be rejected forthwith and the bidder shall be debarred from participating in future tenders.
- 6.3 Any bid not accompanied by a proper Bid Security (in Original) in conformity with Clauses 6.1 and 6.2.1 will be rejected outright without any further reference.
- 6.4 The Bid Security of the unsuccessful bidders will be returned after finalization of tender whereas the Bid Security of the successful bidder will be discharged on such bidder's furnishing the Performance Security to OIL in the prescribed format against the Purchase Order secured by the bidder within the stipulated time frame. The successful bidder will however, ensure the validity of the Bid Security till such time the Performance Security in conformity with Clauses 7.0 below as the case may be, is furnished.
- 6.5 The bidders will extend the validity of the Bid Security, if and whenever specifically advised by OIL, at the bidder's cost.
- 6.6 Bid Security will not accrue any interest during its period of validity or extended validity.
- 6.7 The Bid Security (wherever applicable) will be forfeited:

a) If a bidder withdraws his bid during the period of validity of bid or any extension thereof duly agreed by the bidder,

OR

b) If the successful Bidder do not accept the order or fails to furnish the Performance Security within 15 days of placement of order or before the expiry of Bid Security (unless extended), whichever is earlier.

OR

c) If a bidder furnished fraudulent document/information in their bid.

**6.8 Exemption of Bid Security: (Please refer to ANNEXURE-I in this regard)**

~~6.8.1 Small Scale Units registered with NSIC/Directorate of Industries are exempted from submitting bid security provided they submit an attested copy of their valid registration with Corporation / directorate of Industries which indicates the category of items being tendered for and if the total tender value is less than the monetary limit for which the unit is registered. Documentary evidence of the monetary limits should be enclosed without which the bidder will not be entitled for exemption.~~

6.8.2 Public Sector undertakings are exempted from submitting Bid Security.

**7.0 PERFORMANCE SECURITY:**

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

7.1 The successful bidder shall furnish the Performance Security in the prescribed form herewith within 15 days of the receipt of Letter of Intent / order / LOA / Contract failing which OIL reserves the right to cancel the order / contract and forfeit the Bid Security. Bidders should undertake in their bid to submit Performance Security as stated above.

7.2 In the event of Seller's/Bidder's failure to discharge their obligations under the Contract, the Performance Security shall be encased and the proceeds thereof shall be forfeited without any further reference to the Seller/Bidder.

7.3 The Performance Security shall be denominated in the currency of the contract and shall be in **the form of a Bank Guarantee in the prescribed format (PROFORMA-III)** issued from any scheduled Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank only will be accepted. Bank Guarantees issued by Banks in India should be on non-judicial stamp paper/Frinking receipt of requisite value, as per Indian Stamp Act, purchased in the name of the Banker or the Seller. Bank Guarantee with any condition other than those mentioned in OIL's prescribed format shall not be accepted and bids submitted by bidders with such Bank Guarantee will be liable for rejection.

7.4 The Bank Guarantee issued by the Bank amongst others must contain the following particulars of the Bank:

(a) Full Address

(b) Branch Code

(c) Code Nos. of the authorized signatory with full name and designation

(d) Phone Nos./Fax Nos./E-mail address

- 7.6 In case, the Performance Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the signatures of fake official of the Bank, the LOI/Purchase Order issued/placed on the Supplier shall be treated as cancelled forthwith and the bidder shall be debarred from participating in future tenders. Further, the Bid Security submitted by such Supplier shall be invoked without any further reference.
- 7.7 The Bank Guarantee shall be enforceable at NOIDA/DELHI or as specified in the order.
- 7.8 Performance Security shall be valid for 90 days beyond contract period/duration and applicable warranty/guarantee/defect liability period (if any). The validity requirement of Performance Security specified in the main order is assuming dispatch within stipulated delivery period. In case of any delay in dispatch, validity of the Performance Security is to be extended suitably as aforesaid.
- 7.9 Performance Security will be discharged by the Purchaser and returned to the Seller, within 30 days of its expiry of validity including any extension sought thereof in case of no claim on seller by the purchaser.
- 7.10 Performance Security amount will not accrue any interest.
- 7.11 **Exemption of Performance Security:** (Please refer to ANNEXURE-I in this regard)
- 7.11.1 ~~Small Scale units registered with NSIC/Directorate of Industries are exempted from submitting Performance Security if the order/contract value is less than the monetary limits for which the firm is registered. In absence of monetary/quantity limit in the NSIC/Directorate of Industries certificate, bidders should submit Capacity Assessment Certificate issued by concerned NSIC/District Industries Centres. Otherwise the unit will not be eligible to avail exemption for Performance Security..~~
- 7.11.2 The bidders will extend the validity of the Performance Security, if and whenever specifically advised by OIL, at the Bidder/Seller's cost.

## 8.0 **DOCUMENTS COMPRISING THE BID:**

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

- a) Technical Bid as per scope of work, Technical Specifications as per SECTION- III.
- b) Documentary evidence in accordance with the Bid Evaluation Criteria & Bid Rejection Criteria (BRC) as per Section-.
- c) Statement of compliance as per PROFORMA-I, enclosed.
- d) Price bid as per the bidding format provided in SECTION -V.
- e) Bid must accompany necessary literature/catalogue of the equipment as well as of the spare parts catalogue thereof, wherever required.
- f) Authorization letter for attending Tender Opening (Refer PROFORMA-VII)
- g) Letter of Authority for signing the bid ( Refer PROFORMA -VI)
- h) Bid Security, wherever required.
- i) Confirmation about the Performance Security, wherever required



## 9.0 **SUBMISSION OF OFFER:**

9.1 This tender is invited under **SINGLE STAGE-COMPOSITE BID SYSTEM**. Bidder shall submit the Technical bid and Priced bid together along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions is available in "User Manual" available in OIL's E-Tender Portal. The Technical Bid is to be submitted as per Technical Specifications of the bid document and Priced Bid as per the Price Schedule.

However, the following documents in one set should necessarily be submitted in physical form in sealed envelope superscribing the "Tender No., Brief Description of Items and Bid Closing/Opening date & Time along with the bidder's name and should be submitted to GM(Contracts-BD), Oil India Ltd., OIL House, Plot No.19, Sector-16A, NOIDA on or before 14.00 Hrs (IST) on the bid closing date indicated in the Tender:

- i. The Original Bid Security.
- ii. Printed catalogue and literature if called for in the bid document.
- iii. The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, in original.

**Note:** A notarized true copy of the "Power of Attorney" shall also be accepted in lieu of the original, if the power of attorney is a general "Power of Attorney". However, photocopy of such notarized true copy shall not be accepted.

- iv. Any other document required to be submitted in original as per bid document requirement.

Documents sent through E-mail/Fax/Telephonic method will not be considered.

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

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

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

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

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

- 10.2 No bid can be submitted after the submission dead line is reached. The system time displayed on e-procurement web page shall decide the submission dead line.
- 10.3 OIL reserves the right to extend the B.C. date as deemed fit by the company.

11.0 **MODIFICATIONS AND CLARIFICATIONS OF BIDS:**

- 11.1 Offers or modifications to offers received after the Bid Closing Date and time will not be considered. No unsolicited correspondence after submission of the offer will be taken cognizance of or responded to.
- 11.2 After the opening of the bid, OIL may at its discretion ask the bidder for clarification of its bids. The request for clarification and response shall be in writing and no change in the price or substance of the Bid shall be accepted. The reply of the bidder should be restricted to the clarifications sought.

12.0 **EXTENSION OF BID SUBMISSION DATE:**

Normally no request for extension of Bid Closing Date will be entertained. However, in case of any changes in the specifications, inadequate response or for any other reasons, OIL may at its discretion, extend the bid closing date and/or time.

13.0 **LATE BIDS:**

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

14.0 **OPENING OF TENDERS:**

- 14.1 Bidder or their authorised representative (only one person per bidder) will be allowed to be present at the time of opening of the Bids. However, a letter must be produced to the Tender Opening Officer at the time of opening of tenders. Unless this letter is presented, the representative will not be allowed to attend the tender opening.
- 14.2 In case of any unscheduled holiday / Bandh on the bid opening date, the closing/opening date shall be re-fixed to next working day, the time notified remaining the same.

15.0 **COMPLIANCE WITH TENDER:**

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

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

**List exception**

**If none, state "None"**

- 15.2 OIL reserves the right to accept / reject any deviation in bidder's offer pertaining to the materials specifications or to the terms and conditions stipulated in this tender without assigning any reason other than Bid Rejection Criteria specified in the Bid document.
- 16.0 **PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:**
- 16.1 OIL reserves the right to accept / reject or prefer any offer either in full or in part or annul the bidding process and reject all bids at any time prior to award of contract without thereby incurring any liability to the affected bidder (s) or any obligation to inform the affected bidder (s) of the ground for OIL's action. OIL also reserves the right to split the order between two or more parties.
- 17.0 **INSPECTION AND TEST:**
- 17.1 All materials to be supplied shall be subject to inspection and test by OIL at its discretion at any stage of manufacture and before despatch by mutual arrangement. Inspection and tests shall be carried out either by OIL's personnel or through a third party nominated by OIL. Seller has to arrange for the inspection through the nominated third party (whenever applicable) and obtain the necessary inspection certificates.
- 17.2 OIL reserves the right to inspect the material through any of the Third Party Inspection Agencies. While appointing the Third party Inspection Agency (from OIL's approved agencies), the bidder shall pass instruction to the appointed Third Party Inspection Agency to comply and respond to the advice/queries made by OIL directly with the inspection agency in connection with the inspection.
- 17.3 Bidder must extend the required facility for inspection by Third Party Inspection Agency. The bidder will be responsible for arranging the third party inspection and must submit the inspection certificate in Original to OIL along with the dispatch documents. The certificate issued by the Third Party Inspection Agency must specify that the inspection has been carried out for the material to be supplied to OIL INDIA LIMITED and inspection has been carried out as per the scope of inspection stipulated in OIL's Purchase Order. The certificate should also specify OIL's Purchase Order Number.
- 18.0 **PACKING:**
- 18.1 Packing of goods must be sufficiently robust to withstand multiple handling during transit for delivery to their final destination so that contents do not get damaged. Protection of the plant and equipment against corrosion or deterioration must be given special attention.
- 18.2 Machined steel and iron parts are to be heavily greased / varnished as a prevention against rust.
- 18.3 In the case of internal combustion engines, compressors and similar equipment, internal parts are to be sprayed with an inhibitor or water splitting preservative and all openings covered with tape to prevent ingress of water.

- 18.4 Boxes / Packing cases containing electrical / electronic equipment are to be waterproof lined.
- 18.5 All items must have their respective identification marks painted / embossed on them.
- 18.6 Crates or boxes should have a list of items contained therein secured to the exterior by means of an enveloping piece of tin sheet nailed to the wood. A duplicate list should also be included inside the crate with the contents.
- 18.7 The Seller shall be responsible for damage of goods either in full or in part and for corrosion and/or deterioration of the plant and equipment during transit due to inadequate/insufficient packing or due to non-compliance with the above Para Nos. 18.1 to 18.4 depending upon the nature of items and as such shall be obligated to repair or replace the damaged goods or plant or equipment in full or in parts thereof, at free of cost to OIL within a reasonable period of time.

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

Normal limiting dimensions and weights are as under:

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

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

19.0 **DESPATCH:**

19.1 **Road Despatch:**

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

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

19.2 **Rail Despatch:**

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

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

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

20.0 **INSURANCE:**

- 20.1 Transit insurance will be arranged and paid for by OIL for all orders other than FOR Destination orders, if otherwise not mentioned anything in the tender. The Bidder/seller

will be required to intimate the insurance agency (which will be specified in the Purchase Order) regarding the despatch details immediately after despatch. The Sellers have to arrange the transit insurance at their cost in case of orders placed on FOR Destination basis.

**21.0 PAYMENT TERMS:**

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

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

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

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

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

**21.3 Payment against trial orders:**

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

**21.4 Payment to third party:**

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

**21.5 Banking Charges:**

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

**21.6 Advance Payment:**

21.6.1 Request for advance payment shall not be normally considered. Depending on merit and at the discretion of OIL, advance payment may be agreed at an interest rate of 1% above the prevailing Bank rate (CC rate) of State Bank of India compounding on quarterly basis from the date of payment of the advance till recovery /refund.

21.6.2 Advance payment if agreed to by the Company shall be paid only against submission of an acceptable Bank Guarantee whose value should be equivalent to the amount of advance plus the amount of interest estimated by OIL on the basis of contractual delivery period.

21.6.3 Bank Guarantee shall be valid for 3 months beyond the delivery period incorporated in the order and same shall be invoked in the event of Seller's failure to execute the order within the stipulated delivery period.

21.6.4 In the event of any extension to the delivery date, seller shall enhance the value of the bank guarantee to cover the interest for the extended period and also shall extend the validity of bank guarantee accordingly.

**22.0 CONFIDENTIAL INFORMATION:**

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

**23.0 PATENT AND OTHER RIGHTS:**

23.1 The Bidder/Seller shall fully indemnify OIL against any action, claim or demand, costs and expenses arising from or incurred by reason of any infringement or alleged infringement of any letter, patent, design, trademark or name, copy right or other legally protected rights in respect of any plant, work, materials to be supplied or any arrangement, system or method of using, fixing or working to be employed by the Bidder/Seller.

23.2 In the event of any claim or demand being made or action brought against OIL in respect of any of the aforesaid matters, OIL shall notify the Bidder/Seller thereof as soon as possible and Bidder/Seller shall conduct with the assistance of OIL if necessary, but at his own expense, all negotiation for the settlement of such matter and any legal proceeding, litigation/ arbitration involved or which may arise therefrom.

**24.0 INDEMNITY AND INSURANCE:**

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

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

**25.0 ASSIGNMENT:**

25.1 The Bidder/Seller shall not transfer, assign or sublet the consequent Contract or any part thereof without the prior consent in writing from OIL. Any permitted transfer/assignment

or subletting shall not relieve the Bidder/Seller of any of his obligations which might have arisen before such permission was given.

**26.0 WARRANTY / GUARANTEE:**

- 26.1 Goods, materials or plant (s) to be supplied hereunder shall be new, of recent make, of the best quality & workmanship and shall be guaranteed by the Seller for a period of 18 (eighteen) months from the date of dispatch or 12 (twelve) months from the date of commissioning/receipt (where commissioning is not involved) whichever is earlier against defects arising from faulty materials, workmanship or design. Defective goods / materials or parts notified by OIL to the Seller shall be replaced immediately by the Seller on F.O.R destination basis including payment of all taxes and duties at Seller's expense. This guarantee shall survive and hold good notwithstanding inspection, payment for and acceptance of the goods. However, for consumables like chemicals, cement, tubular etc. the guarantee shall be valid for 12 months from the date of dispatch.

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

- 27.1 Time will be of the essence of the contract.
- 27.2 In the event of the Seller's default in maintaining the agreed delivery schedule set out in the order, OIL shall have the right to cancel the order at any time after expiry of scheduled delivery date without any reference to the Seller and make alternative arrangement at the discretion of OIL in which case extra expenditure involved, will be recoverable from the Seller and OIL shall not be responsible towards such cancellation or any damage that may be incurred by the Seller. The decision of OIL shall be final and binding on the Seller.
- 27.3 As an alternative to Clause No. 27.2 above, OIL reserve the right to accept the materials but, the Seller shall be liable to pay liquidated damages @ 0.5% per week or part thereof of the value of the goods in respect of which default in delivery takes place subject to a maximum of 7.5 %. Should there be default on the part of the Seller for more than 15 Weeks from the scheduled date to complete the delivery or to complete the installation/commissioning & Training (wherever applicable) successfully, OIL shall have the right, in addition to the provisions under Clause 27.2 to invoke the Performance Security without causing any notice to the Seller to this effect. The amount of liquidated damage as stipulated above is a pre-estimated genuine loss as agreed by both the parties and shall be payable without any demur and shall not be open for any dispute whatsoever.
- 27.4 The liquidated damage as agreed by both the parties as a genuine pre-estimated loss shall be payable on Landed Cost of the materials at NOIDA inclusive of all cost to the extent of default (undelivered portion only in cases where part delivery is acceptable) and commissioning at site is not involved.

**28.0 FORCE MAJEURE:**

- 28.1 In the event of either of the parties being rendered unable, wholly or in part by force majeure to carry out its obligations under the agreement when entered into, it is agreed that on such party giving notice and full particulars of such force majeure in writing or by telegram / telex / fax to other party as soon as possible (within maximum one week), after the occurrence of the cause relied on then the obligations of the party giving such notice with proper documentary evidence so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused but for no longer period, and such cause as far as possible be remedied with all reasonable effort.
- 28.2 The term "Force Majeure" as used herein shall mean 'Acts of God' including Landslides, Lightning, Earthquake, Fires, Storms, Floods, declared Wars, Blockades, insurrection, riots, Government regulations etc., which are not within the control of the party claiming suspension of its obligations within the meaning of the above Clause 29.1 and which renders performance of the contract by the said party completely impossible.
- 29.0 **DEFAULT:**
- 29.1 In the event of an Contract with the Bidder, if the Bidder/Seller contravenes any of the provisions of the Contract or neglects to carry out his obligations of the Contract, OIL may give notice in writing thereof requiring the Bidder/Seller to remedy the breach within seven days, or within such period as OIL may agree to be reasonable and in the event of Bidder's/Seller's failing to do so, OIL will be at liberty to purchase the goods elsewhere or have the work which the Bidder/Seller has neglected to do, carried out by some other person at the Bidder's/Seller's expense. In such an event OIL shall have the right to terminate the Contract.
- 30.0 **TERMINATION:**
- 30.1 In the event of an Contract with the Bidder, OIL shall have the right to terminate the Contract giving 7 days notice or such reasonable time and in this event shall pay to the Bidder/Seller such sum as shall fully compensate the Bidder/Seller for work carried out by him in performance of the Contract prior to such termination.
- 31.0 **APPLICABLE LAW:**
- The contract arising out of this tender shall be interpreted in accordance with and governed by the laws of India.
- 32.0 **ARBITRATION:**
- 32.1 All disputes and differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this Tender and consequent Contract or the breach thereof shall be mutually settled. However, in case no such mutual settlement is arrived at, the matter shall be settled by arbitration in accordance with the provision of arbitration of the Indian Arbitration & Conciliation Act, 1996 and any statutory modification or re-enactment thereof and the Rules made there under and for the time being in force. The venue of arbitration shall be at NOIDA/DELHI unless otherwise agreed by OIL.
- 32.2 In case of dispute with the Seller who happens to be a Public Sector Undertaking, the same shall be resolved as per Department of Public Enterprises (DPE) guidelines.



### 33.0 **BID REJECTION CRITERIA:**

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

- 33.1 Bidders shall offer firm price through delivery and not subject to variation on any account. Bids with adjustable price shall be treated as non-responsive and rejected.
- 33.2 Offers with inadequate validity will be rejected.
- 33.3 Offers received in any form, other than through OIL's e-portal will be rejected.
- 33.4 The system will not permit to submit any bids after the scheduled bid closing date and time. Also, modification of Bids received after Bid Closing Date / time shall not be considered.
- 33.5 Offers received from unsolicited parties shall not be considered and rejected.
- 33.6 Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initialed by the person (s) signing the bid. Any bid not meeting this requirement shall be rejected.
- 33.7 Any offer containing incorrect statement will be rejected.
- 33.9 Bids without original Bid Security as per Para 6.0 (wherever called for) shall be rejected.
- 33.10 Bids not submitted in compliance with Two Bid / Two Stage Bidding system mentioned in Para 9.2 (whenever applicable) will be rejected.
- 33.11 Bids not submitted in compliance with Para 4.8 regarding submission of samples (whenever applicable) will be rejected.
- 33.12 Any mention of price details in the technical bid in case of single stage two bid system shall lead to rejection of Bid.
- 33.13 To ascertain the substantial responsiveness of the bid OIL reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be summarily rejected.

### 34.0 **BID EVALUATION CRITERIA:**

- 34.1 Bids which are found to be responsive and meeting the requirement both specification wise and terms and conditions in the enquiry will be considered for final evaluation.
- 34.2 Each item shall be normally evaluated independently unless otherwise stated.
- 34.3 In the event of computational error between unit price and total price, unit price shall prevail and adopted for evaluation.
- 34.4 Similarly, in the event of discrepancy between words and quoted figure, words will prevail.

- 34.5 Preference to Micro and Small Enterprises will be given as per prevailing Government Guidelines as applicable on bid closing date.
- 34.6 At the time of evaluation of the offers, past performance of similar equipment supplied by the bidder as well as after-sales service, supply of spares, etc. in respect of such equipment by the concerned bidder will be considered / evaluated. If the same are not found to be satisfactory as already communicated to the bidder, the offer may be considered as unacceptable offer and rejected.
- 34.7 Considering the nature of the item, if the product offered by the lowest acceptable bidder is not field proven in OIL, purchaser at its discretion may place a trial order to the extent of 25% (maximum) only and balance quantity will be procured from other competitive bidders whose product has been field proven in OIL.

35.0 **COMPARISON OF OFFERS:**

- 35.1 Comparison of the bids will be done on total F.O.R. destination cost basis to ascertain the lowest bid. Railway freight in case of bulky consignments (forming rake loads) and road freight for others will be considered for arriving at the FOR destination cost.
- 35.2 In case of any conflict between the Rejection/Evaluation criteria stipulated here with that given in the Invitation for Bid, those mentioned in the Invitation for Bid will prevail.

36.0 **SET OFF:**

“Any sum of money due and payable to the Contractor/Supplier (including security Deposit refundable to them) under this or any other contract may be appropriated by the Company and set off against any claim of the Company (or such other person or persons contracting through the Company) for payment of a sum of money arising out of this contract or under any other contract made by the Contractor/Supplier with the Company (Or such other person or persons contracting through the Company)”.

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

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

**(END OF SECTION – II)**

## SECTION-III

### **SCOPE OF WORK /TECHNICAL SPECIFICATION**

#### **Detailed Technical Specification:**

Quantity : Work station – 1 No. ( with 2 monitors)

#### **A. Technical Specification**

Features and minimum technical Specification for Workstation

1. Make and Model : Bidder must mention the Make & Model
2. Processor : 2 x Intel Xeon Processors (4114 or higher) Min 2.2 GHz, Min 10C
3. Operating System: Dual booting options: Windows 10 Professional, 64-bit, English and RHEL (latest version)
4. Memory : Min 384 GB (6x64GB), DDR4 ECC RAM
5. Graphics: Min Nvidia Quadro P5000 16GB (Dual Display support)
6. Boot Hard Drive: Min 2 x 512 GB SSD Hard drive (to install OS & application)  
2nd Hard Drive: Min 1TB HDD : 7200 RPM SATA
7. Optical Drive: Latest Blu-ray (BD-RW) Drive
8. Network Adapter card: Min 1 Gbps Dual Port network card
9. USB Ports : Min 4 nos. USB-3.0
10. Monitors: 2 x 27 " 4k IPS LED Backlit Display  
Note : Each Monitor/Display should be of same Workstation Make
11. Keyboard :USB Entry Business Keyboard, English
12. Mouse : USB Optical Mouse
13. Accessories to be supplied
  - a) Power Cables
  - b) All Drivers and Software in OEM in CD/DVD/Blu-ray media
  - c) Detailed Specification along with brochure should be provided
  - d) One No. of 5/15 Ampere Spike Guard of ISI makes
14. Warranty :Comprehensive on-site warranty for a period of 3 years.

#### **B. Delivery, Installation and Commissioning:**

1. Delivery, Installation & Commissioning should be completed within 60 days of confirmed order at the following address:  
Business Development Department,

### **C. Warranty Service Terms:**

I. Comprehensive on-site warranty for a period of 3 years. The Warranty Period shall commence from the date of successful Installation & commissioning.

II. Preventive & corrective maintenance of all hardware, OS supplied including replacement of defective parts during warranty period, at no extra cost.

III. The defective parts under warranty should be first repaired / replaced and thereafter the defective items can be taken out of OIL's premises. Failure to repair or replace a defective part(s) under warranty within 48 hours the period of warranty will be extended by that number(s) of days, at no extra cost.

IV. Bidder will have to arrange its own transport facility for the engineer to attend service calls, and for movement of spare parts.

V. The engineers for warranty services should be available on-call basis.

VI. Bidder has to provide following services during Warranty period for Server:

- \* Installation and maintenance of Operating System, Anti-Virus & certain applications (Landmark software "Decision Space" and Schlumberger software "Petrel"). S/W will be provided by OIL.

- \* Installation and configurations of peripherals.

### **D. Payment Terms:**

1. 70% of the total material cost (FOR Noida) will be paid after receipt of complete material at site.

2. The 30% of the total material cost (FOR Noida) will be paid after completion of installation & commissioning and handing over to OIL.

### **E. General Terms & Conditions:**

1. The Bidder should provide an Undertaking of authenticity of IT Hardware/Software supplies,(in original), from OEM, sample format is attached in **Annexure-II**, should be attached, stating that no refurbished/ duplicate/ second hand components/ parts/ assembly/ software, shall be used.

2. Printed Technical Brochure/Product Catalogue for the make/model offered must be submitted with the Bid.

### **F. General Notes for Bidder:-**

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

1.0 Materials shall be brand new, unused & of prime quality.

2.0 Bidder must supply genuine spare parts.

## **END OF SECTION-III**

## SECTION-IV

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

#### **1.0 BID EVALUATION CRITERIA:**

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

#### **1.2 Technical:**

- i) The bidder should have experience of successfully executing at least 1(one) purchase order of Workstation/server for Rs. 7,00,000/- in preceding 5(five) years from the original bid closing date. Documentary evidence for above has to be submitted with the Bid. Acceptable documents will include completion certificates along with Purchase Order. Any other documentary evidence that can substantiate the satisfactory execution of the purchase orders along with the Purchase order will also be acceptable.
- ii) The Bidder has to be OEM/Authorized Dealer of OEM. Authorized dealers must submit (tender specific) Authorisation certificate from OEM to quote against the tender, along with bid, failing which, their offer will be rejected. Sample authorisation letter is attached (**Annexure-III**) in this regards.

#### **1.3 Financial:**

- i) Average annual financial turnover during the last 3 (three) financial years, ending original bid closing date, should be at least Rs. 7,00,000/-.
- ii) Net Worth: Positive for preceding financial/ accounting year.

#### **Notes to BEC Clause 1.3 above:**

I. For proof of Annual Turnover & Net worth, any one of the following documents/ photocopies must be submitted along with the bid:-

- (i) Audited Balance Sheet along with Profit & Loss account.

OR

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

II. Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three

financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that 'the balance sheet/Financial Statements for the financial year **2017-18** has actually not been audited so far'.

III. 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 evidences for the same.

#### **1.4 Commercial :**

- i. If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- ii. The bidders are advised not to offer any discount/rebate separately and to offer their prices in the Price Bid Format after considering discount/rebate, if any. 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.
- iii. Price Bids will be evaluated on overall lowest cost basis (L-1 offer) i.e. considering total quoted price for all items inclusive of all liabilities including statutory liabilities as per Bidding Format.
- iv. OIL will prefer to deal with registered bidder 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.
- v. Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST.
- vi. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts will be binding on the bidder.
- vii. Based on the evaluation of techno-commercially qualified bidders whose bids have been found to be substantially responsive, the job will be awarded to L-1 bidder. A substantially responsive bid is one that meets the terms and conditions of the Tender and / or the acceptance of which bid will not result in indeterminate liability on OIL.
- viii. In case of identical overall lowest offered rate by more than 1 (one) bidder, the selection will be made by draw of lot between /among the parties offering the same overall lowest price.
- ix. **Purchase Preference to Micro and Small Enterprises (Public Procurement Policy for MSEs – Order 2012):** Purchase Preference to Micro and Small Enterprises will be extended

if the eligible MSE bidder is the manufacturer of tendered goods and capable of rendering the tendered services by themselves.

- x. In case participating MSE(s) quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.
- xi. In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.
- xii. **Documentation required to be submitted by MSEs:** Copy of valid Registration Certificate, if bidder is a 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. The Registration Certificate should clearly indicate the monetary limit, if any and the items/ services 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.

## **2.0 BID REJECTION CRITERIA (BRC):**

**2.1** Bidders must quote clearly and strictly in accordance with the price schedule outlined in “Bidding Format” of Bid Document, otherwise the Bid will be summarily rejected.

**2.2** The bidder should quote for all the items mentioned in the Bidding Format, failing which their offer will be rejected.

**2.3** Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.

**2.4** Bid Security in Original (except those exempted) shall be furnished as a part of the Technical Bid. A scanned copy of the bid security shall however be uploaded in OIL’s E-Procurement portal along with the Technical Bid. The amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. Bid without proper & valid Bid Security will be rejected.

**Note:** In case the Bidder submits Bid security in the form of Bank Guarantee (BG); the BG must be valid for minimum 120 days from the scheduled bid closing date.

**2.5** The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.

**2.6** The Bids and all uploaded documents must be digitally signed using Class 3 digital (encryption enabled) certificate with Organizations Name (e-commerce application) 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 [except copies of the documents required in physical form] before the scheduled date and time for the tender closing.

**All the documents uploaded shall be digitally signed by the authorized signatory of the bidder.**

However, the following documents (in original) should necessarily be submitted in physical form, in a sealed envelope:

- The original bid security.
- The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, in original.
- A notarized true copy of the “Power of Attorney” shall also be accepted in lieu of the original, if the power of attorney is a general “Power of Attorney”. However, photocopy of such notarized true copy shall not be accepted.
- Technical documents in accordance with the tender document.

**2.7** Any bid received in the form of Physical document/Fax/E-mail will not be accepted.

**2.8** Bids with shorter validity (less than 90 days) will be rejected as being non-responsive.

**2.9** Any physical documents submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the person or persons who has/have digitally signed the Bid.

**2.10** Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.

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

- Performance Security Clause
- Tax Liability Clause
- Force Majeure Clause
- Termination Clause
- Arbitration Clause
- Liquidated Damage Clause
- Acceptance of Jurisdiction and Applicable Law

### **3.0 GENERAL:**

**3.1** In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when /



as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BRC.

- 3.2** To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be evaluated based on the original submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.
- 3.3** If any of the clauses in the BRC contradict with other clauses of bidding document elsewhere, the clauses in the BRC shall prevail.
- 3.4** Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s). The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

**(END OF SECTION-IV)**

## SECTION-V

### **BIDDING FORMAT**

Item No.	Item Description	Unit	Qty.	HSN/ SAC Code	Unit Rate (Rs.)	GST in %	Total value including GST ( RS.)
1	Work Station with One Monitor	No.	1				
2	Additional Monitor	No.	1				
	Grand Total Value including GST in Rs.						

#### **Complete Name of the Bidder:**

#### **Special Notes:**

1. Your rates for material should be for F.O.R. Noida . Bidders should quote rates inclusive of transportation charge, insurance charge, out of pocket expenses etc.
2. Commercial evaluation of bids will be done on the basis of “Grand Total value inclusive of GST” as per Bidding Format.
3. Bidders must quote clearly and strictly in accordance with the price schedule outlined in “Bidding Format” otherwise the bid will be rejected.
4. The bidder should quote for all the items mentioned in the Bidding Format, failing which their offer will be rejected. Offer should be inclusive of all Taxes , Duty, etc., as applicable. In case bidder wants to offer any item from the bidding format free of cost, “NIL” or Zero should be quoted against such item, without which the price bid will be considered incomplete and rejected.
5. Offers without giving any of the details of the taxes as specified above will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates or amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order will be binding on the bidder.
6. Bidders are required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profiteering Measure vide Section 171 of the CGST Act, 2017.

**END OF SECTION-V**

## PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES (MSES)

Government of India, vide Gazette of India no.503 dated 26.03.2012 introduced the Public Procurement Policy with effect from 01.04.2012 advising all Central Ministries/Departments/CPSUs to procure minimum 20% of their annual procurement value of goods & services from Micro & Small Enterprises (MSEs) for promotion and development of Micro and Small Enterprises. While provisioning the following three benefits under PPP against procurement from Micro & Small Enterprises, Govt. of India had earmarked a sub-target of 20 % ( i.e. 4% out of 20%) for procurement from MSEs owned by SC/ST Entrepreneurs.

- i. Exemption of Tender fee
- ii. Exemption of Bid Security/ EMD
- iii. Purchase Preference to MSEs: In any tendering process, participating MSEs quoting price within the price band of L1 +15 % shall be allowed to supply atleast 20 % of total tender requirement, subject to matching their prices with L1 price of the bidder who is other than MSE.

Subsequently, the Ministry of MSME vide amendment dated 09.11.2018 notified that throughout the PPP for MSEs order, 2012, for the figures and word “20 percent”, wherever they occur, the figures and words “25 percent” shall be substituted. Moreover, in addition to sub-target earmarked for procurement from MSEs owned by SC/ST entrepreneurs, another 3% from within the 25% target has been earmarked for procurement from MSEs owned by women entrepreneurs.

In accordance with the provisions of the said policy, OIL has implemented following policy for procurement of goods and services from MSEs:

- i. Exemption of Tender Fee & Bid Security/EMD for MSE Vendors irrespective of their product category & capacity, subject to submission of valid MSME registration certificate issued by appropriate authority.
- ii. Purchase Preference of 15% ( fifteen percent) to MSE Bidders over non-MSE L1 Bidder is extended **provided the eligible MSE bidder is Manufacturer of tendered good for procurement /Service provider who is capable of rendering the tendered services by themselves**, and award PO/ Contract for full tender quantity on such MSE bidder, subject to matching their quoted rates / cost with non-MSE L1 bidder.
- iii. In case of more than one such MSE qualifying for 15% purchase preference, the Contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.

- iv. 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.
- v. Documents Required to be submitted by MSEs: In case bidder is a Micro and Small Enterprise under the Micro, Small and Medium Enterprises Development Act 2006, the bidder shall submit the following:
- a) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industry 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.
  - b) If the MSE is owned by SC/ST entrepreneurs the bidder shall furnish appropriate documentary evidence in this regard.

However, if the bidders do not submit the valid registration certificate issued by appropriate authorities along with their bids (Technical), the bidders will not be entitled for the exemption and any preference admissible in the Public Procurement Policy (PPP), 2012.

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## **Annexure-II**

### **Sample undertaking of authenticity letter from OEM (To be typed on the letterhead of the Issuing Company)**

Ref. No \_\_\_\_\_

Date \_\_\_\_\_

The General Manager (Contracts -BD)  
Oil India Limited, Noida

Sir,

Sub: Undertaking of authenticity of IT Hardware/Software supply

Ref: Your tender enquiry No. \_\_\_\_\_ Dated \_\_\_\_\_.

With reference to the Systems being quoted to you vide our quotation No. .... cited above, we hereby undertake that all the components/ parts/ assembly/ software used in the Systems under the above like Hard disk, Monitors, Memory, etc., shall be original, new components/ parts/ assembly only, from respective OEMs of the products and that no refurbished/ duplicate/ second hand components/ parts/ assembly/ software, are being used or shall be used.

We also undertake that in respect of licensed operating system, it shall be sourced from the authorised source.

In case of default and we are unable to comply with above at the time of delivery or during installation, for the IT Hardware/ Software billed, we agree to take back the Systems without demur, if already supplied and return the money, if any, paid to us by you in this regard.

We also take full responsibility of both Parts & Service SLA as per the content, even if there is any defect by our authorized Service Centre/ Reseller/SI, etc.

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

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

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

Ref. No \_\_\_\_\_

Date \_\_\_\_\_

The General Manager (Contracts-BD)  
Oil India Limited, Noida

Sir,

Sub: Authorisation Certificate

Ref: Your Tender No. \_\_\_\_\_ Dated \_\_\_\_\_.

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

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

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

### **GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) MEASURES**

1. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub contractors.
2. Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
3. The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation / operations to be done by the contractor and how it is to be managed.
4. The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.
5. Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.
6. Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.
7. All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of MVT, IME & PME.

8. The contractor shall submit to DGMS returns indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.
9. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
10. It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager / Safety Officer / Engineer / Official / Supervisor/Junior Engineer for safe operation.
11. Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.
12. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
13. The contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.
14. The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
15. If the company arranges any safety class / training for the working personnel at site (company employee, contractor worker, etc) the contractor will not have any objection to any such training.
16. The health check up of contractor's personnel is to be done by the contractor in authorized Health Centres as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.
17. To arrange daily tool box meeting and regular site safety meetings and maintain records.
18. Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.
19. A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.



20. A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
21. Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.
22. In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.
23. When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company will have the right to direct the contractor to cease work until the non-compliance is corrected.
24. The contractor should prevent the frequent change of his contractual employees as far as practicable.
25. The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.
26. For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/ pertaining to Health, Safety and Environment.

\*\*\*\*\*

**Format of undertaking by Bidders towards submission of authentic information/documents  
(To be typed on the letter head of the bidder)**

Ref. No \_\_\_\_\_

Date \_\_\_\_\_

**Sub: Undertaking of authenticity of information / documents submitted**

**Ref: Your tender No. \_\_\_\_\_ Dated \_\_\_\_\_**

To,  
The General Manager(Contracts-BD)  
Business Development Deptt.  
Oil India Limited , Sector -16A  
NOIDA

**Sir,**

With reference to our quotation against your above-referred tender, we hereby undertake that no fraudulent information/documents have been submitted by us.

We take full responsibility for the submission of authentic information/documents against the above cited bid.

We also agree that, during any stage of the tender/contract agreement, in case any of the information/documents submitted by us are found to be false/forged/fraudulent, OIL has right to reject our bid at any stage including forfeiture of our EMD and/or PBG and/or cancel the award of contract and/or carry out any other penal action on us, as deemed fit.

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

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

\*\*\*\*\*

**STATEMENT OF NON-COMPLIANCE**

TENDER NO.....

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

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

**(Authorised Signatory)****Name of the bidder**\_\_\_\_\_

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

\*\*\*\*\*

**FORM OF BID SECURITY (BANK GUARANTEE)**

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

WE KNOW ALL MEN by these presents that We (Name of Bank) \_\_\_\_\_ of (Name of Country) \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto Oil India Ltd (hereinafter called "Company" in the sum of (\_\_\_\_\_) \* for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents. SEALED with the common seal of the Bank this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

THE CONDITIONS of this obligation are:

- (1) If the Bidder withdraws his Bid during the period of bid validity specified by the bidder
- (2) If the Bidder, having been notified of the acceptance of their Bid by the Company during the period of Bid validity:
  - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, on tender document;
  - (b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders on tender documents.
- (3) if the Bidder furnish fraudulent document / information in their bid.

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

This guarantee will remain in force up-to and including the date (date of expiry of bank guarantee should be minimum 120 days from scheduled Bid Closing Date) any demands in respect thereof should not reach the bank not later than the above date.

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

Date:

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

**FORM FOR PERFORMANCE SECURITY (BANK GUARANTEE)**

**(For Supply, Installation & Commissioning)**

**Ref. No**

**Bank Guarantee No  
Dated**

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

Whereas ..... (herein after called 'the Seller') has undertaken, in pursuance of Order No. \_\_\_\_\_ dated. ....to **Supply, Installation & Commissioning of Workstation.**

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 .....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 .....

.....

Witness

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

**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

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

**TO WHOM IT MAY CONCERN**

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

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

Place:

Date:

Seal:

Membership Number and Firm Registration Number :

Signature

**COMMERCIAL CHECK LIST**

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

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

Offer ref ..... Dated .....

LETTER OF AUTHORITY

TO  
**GM (CONTRACTS-BD)**  
**Business Development Department**  
Oil India Limited  
OIL House, Plot No.-19  
Sector-16A  
NOIDA

Sir,

**Sub: OIL's Tender No.SLI0338P19/BD**

We \_\_\_\_\_ confirm that Mr. \_\_\_\_\_ (Name and address) as authorised to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Tender No. \_\_\_\_\_ for **Supply, Installation & Commissioning of Workstation.**

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

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 competent and having the power of attorney (power of attorney shall be annexed) to bind such Bidder. If signed by a consortium, it shall be signed by members of the consortium.



**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

To  
General Manager (Contracts - BD)  
Business Development Department  
Oil India Limited  
Plot No.19, Sector-16 A,  
Noida, U.P.

Sir,

**Sub: OIL's TENDER No. SLI\*\*\*\*P19**

I / We \_\_\_\_\_ confirm that Mr./ Ms. \_\_\_\_\_ (Name and address)  
as authorised to represent us during bid opening on our behalf with you against Tender Invitation  
No. **SLI\*\*\*\*P19** for **Supply, Installation & Commissioning of Workstation.**

Yours Faithfully,

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

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

Signature of Bidder: \_\_\_\_\_

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

Date:

\_\_\_\_\_

**PROFORMA-VIII**

**TO BE FILLED-UP / SUBMITTED BY THE VENDOR ON ITS LETTER HEAD FOR  
E-REMITTANCE]**

Name:

FULL Address:

Phone Number:

Mobile Number:

E-mail address:

Fax Number:

Bank Account Number (in which the Bidder wants remittance against invoices):

Bank Name:

Branch:

Address of the Bank:

Bank Code:

IFSC/RTGS Code of the Bank:

NEFT Code of the Bank:

PAN Number:

GST Registration Number:

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Signature of Bidder with Official  
Seal