INVITATION FOR BID

Tender No. : SLI 3082P17 Dated 24.11.2016

Bid Closing Date : 27.12.2016

OIL INDIA LIMITED (OIL), a Govt. of India Enterprise, invites competitive bids from domestic bidders through its e-Procurement portal: https://etender.srm.oilindia.in/irj/portal, for supply of supply of Computers and Printers with installation free of cost at OIL's Corporate Office at OIL House, Plot No.19, Sector-16A, NOIDA. Application showing full address and e-mail ID with Tender Fee (Non-refundable) of Rs.1000.00 (PSU and MSE, SSI unit registered with NSIC are exempted) in the form of Bank Draft /Bankers Cheque in favour of Oil India Limited and payable at Noida/Delhi is to be sent to the office of General Manager(C&P), Oil India Limited, Plot No. 19, Sector-16A, NOIDA- 201301(e-mail ID: corp.c&p@oilindia.in) only from 28.11.2016 to 20.12.2016. The application along with tender fee and e-mail ID must reach the above office latest by 20.12.2016(5.15 P.M.). The envelope containing the application for participation should clearly indicate 'Request for participation in e-Tender' for easy identification and timely issue of authorization. On receipt of requisite tender fee, unique USER_ID and initial PASSWORD will be communicated to the bidder (through e-mail) and will be allowed to participate in the tender through OIL's e-Procurement portal. Bid document can be viewed using "Guest Login" provided in the e-Procurement portal. The link to e-Procurement portal has also been provided through OIL's web site: www.oil-india.com.

Bidders claiming exemption from payment of tender fee should submit their request with all credentials at the above office of Oil India Limited on or before 20.12.2016 to get access for participation in the tender. Vendors already having User ID/Password for e-tender portal of OIL can pay tender fee through the Payment Gateway by using credit card/debit card or net banking. A new vendor may obtain User ID and Password through online vendor registration system and pay on-line subsequently.

<u>Note</u>: All corrigenda, addenda, time extension etc. to the tender will be hosted on above website & e-portal only and no separate notification shall be issued in the press. Bidders are requested to regularly visit above website & e-portal to keep themselves updated.





Plot No. 19, Sector 16A, Noida – 201301, U.P. Phone: 0120 - 2419000 Fax: 0120 - 2488310

E-mail: oilindia@oilindia.in

corp_c&p@oilindia.in

Web Site: www.oil-india.com

SECTION-I

COVERING NOTE

Oil India Limited (OIL), a Govt. of India Enterprise, invites quotations under Single Stage Composite Bid System through its online e-procurement portal, from experienced and competent domestic bidders for supply of Computers and Printers with installation free of cost.

1.0 The bid document comprises of the following Sections:

SECTION-I: COVERING NOTE

SECTION-II: GENERAL TERMS AND CONDITIONS SECTION-III: SPECIAL TERMS AND CONDITIONS

SECTION-IV: TECHNICAL SPECIFICATION & QUANTITY

SECTION-V: BIDDING FORMAT

SECTION-VI: BID REJECTION CRITERIA (BRC) / BID EVALUATION

CRITERIA (BEC)

ANNEXURE-I: FORM OF BID SECURITY

ANNEXURE-II: FORM OF PERFORMANCE BANK GUARANTEE

PORFORMA I: STATEMENT OF COMPLIENCE

ANNEXURE-III: GENERAL GUIDELINES TO BIDDERS FOR PARTICIPATION

IN OIL'S E-PROCUREMENT TENDER.

2.0 For your ready reference, few salient points (covered in details in this Bid document) are high-lighted below:

i) Tender No. : **SLI3082P17 Dated 24.11.2016.**

ii) Type of Bid : Single Stage Composite Bid System

iii) Tender Fee : Rs.1000.00 (Non-refundable)

iv) Bid Closing Date & Time : As mentioned in the on-line tender.

v) Bid Opening Date & Time : As mentioned in the on-line tender.

vi) Address to send application

for User-ID & Password

: General Manager (Contracts& Purchase)

OIL INDIA LIMITED Plot No. 19. Sector-16A.

NOIDA- 201 301, UTTAR PRADESH.

vii) Bid to be submitted : Through OIL's e-procurement portal

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https://etender.srm.oilindia.in/irj/portal

viii) Bid Opening Place : Office of General Manager(Contracts& Purchase)

OIL INDIA LIMITED Plot No. 19, Sector-16A,

NOIDA 201 301, UTTAR PRADESH.

ix) Bid Security amount : Rs.41,000.00 (non-interest bearing).

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

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

NOIDA 201 301, UTTAR PRADESH

A scanned copy of this document should also be uploaded along with the Bid documents.

x) Amount of Performance :10% of individual order value exceeding Security Rs.5.0 Lakhs. Performance Security is not

Rs.5.0 Lakhs. Performance Security is not applicable for order(s) of value less than Rs.5.0Lakhs. Validity of Performance security in the form of Bank Guarantee must be 90

days beyond applicable warranty period

xii) Delivery Period : Delivery should be completed within 45 days

of confirmed order.

3.0 Bidders interested to participate in the subject e-Tender are required to submit an application and tender fee (non-refundable) for an amount as indicated above through crossed Demand Draft / Bankers Cheque drawn in favour of Oil India Limited and payable at NOIDA / New Delhi. Applications (along with tender fee) for issue of USER ID & PASSWORD should be addressed to:

General Manager (C&P) Oil India Limited Plot No. 19, Sector-16A, NOIDA – 301201(U.P)

Application for issue of USER ID & PASSWORD will be accepted by OIL till 20.12.2016 (Up to 5.15 P.M.) only. Applicant must mention their full address, contact no. & e-mail ID clearly in their application.

3.1 Vendors already having USER ID/PASSWOPRD for e-tender portal of OIL can pay tender fee through the Payment Gateway by using credit card /debit card or net banking. However, new vendor must obtain User ID and Password through on-line vendor registration system and can pay on-line subsequently.

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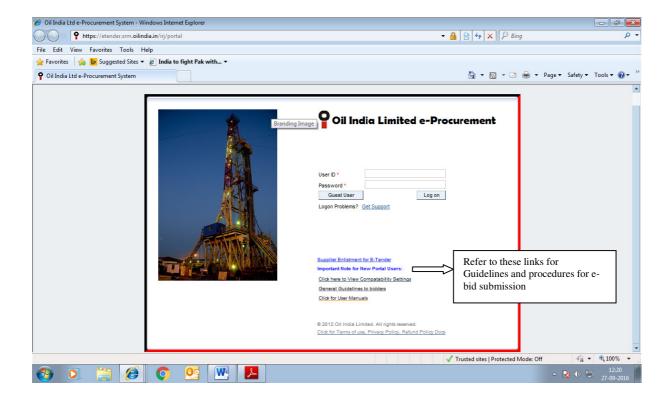
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3.2 **EXEMPTION OF TENDER FEE & BID SECURITY**:

Central Govt. departments, Central Public Sector undertakings are exempted from submitting Tender Fee & Bid Security. Bidders, who are Micro and Small Enterprises registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation(NSIC) or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME are also exempted from submitting Tender Fee & Bid Security irrespective of monetary limit mentioned in their registration certificate provided they are registered for the manufacture of same items for which tender has been invited and provided they submit offer for their own product/services. However, the valid registration certificate issued by the authorities as above and indicating the category of services, category of enterprises and the monetary limit for which they are registered must be submitted by the bidder along with their bids(Technical) without which the bidders will not be entitled for the exemption.

Bidders claiming exemption of tender fee should send their application with all credentials on or before 20.12.2016 to OIL's above office for issue of user ID & Password. Applicant must mention their address & E-mail ID clearly in their application.

- 3.3 All corrigenda, addenda, amendments, time extension, clarification etc. to the tender will be hosted on OIL website only and no separate notification shall be issued in the press. 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 prescribed Bidding Format for submission of bids are available in the Technical RFx -> External Area > Tender Documents. The general details of tender can be viewed by opening the RFx [Tender] under RFx and Auctions. The details of items tendered are uploaded under Technical RFX.
- 5.0 Bidders are requested to go through OIL's e Portal / Website before uploading their bids for updated information regarding requirements, guidelines and procedure for participation in OIL's e tenders. A screen shot of the OIL's e-portal is given below for ready reference:



- 6.0 Online Bids should be submitted latest by 11:00 Hrs. (IST) (OIL's e procurement Portal Server Time) on the Bid Closing date of the e-tender. Tender will be opened on the same day at 15:00 Hrs. (IST) at the office of General Manager(C&P) in the presence of authorized representative of the bidders.
- 6.1 The bid and all uploaded documents must be digitally signed using "Class 3" digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.
- 6.2 The authenticity of above digital signature shall be verified through authorized CA after bid opening. If the digital signature used for signing is not of "Class -3" with Organizations name, the bid will be rejected. Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employee.
 - 6.3The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.
- 7.0 Bidders must ensure that their bid is uploaded in the system before the tender closing date and time. Also, they must ensure that above documents which are to be submitted in a sealed envelope are also submitted at the above mentioned address before the bid closing date and time failing which the offer shall be rejected.
- 8.0 The tender shall be governed by the Bid Rejection & Bid Evaluation Criteria given in SECTION-VI.

- 9.0 In the event of receipt of only a single offer against the tender within B.C. date, OIL reserves the right to extend the B.C. date as deemed fit by the Company. During the extended period, the bidders who have already submitted the bids on or before the original B.C. date, shall not be permitted to revise their quotation.
- 10.0 Interested bidders may contact the following person for any technical clarifications against the tender:

Ms. Mousumi Deka Chief Engineer (IT) Mob: 8800227398

- 11.0 We now look forward to your valuable offer through OIL's e-portal against the tender.
- 12.0 OIL reserves the right to reject any/all bids and cancel the tender without assigning any reason whatsoever.

Thanking you,

Yours faithfully, OIL INDIA LIMITED

(Ms. Anurag Gohain)
Manager Materials
For General Manager (C & P)
For Chairman & Managing Director

(END OF SECTION -I)

SECTION - II

GENERAL TERMS AND CONDITIONS

APPLICABLE TO BOTH PRESS AND LIMITED INDIGENOUS e- TENDERS

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

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 SECTION-IV 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**:

- 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 **SALES TAX:**

Any benefit/concession/exemption available at the time of delivery should be spelt out clearly by the bidders. In case such information is not furnished in the Bid, the offer will be loaded with the normal amount of tax applicable for the item for evaluation purpose. However, OIL reserves the right to place the order based on the tax indicated in the Bid which will be binding on the Bidder.

4.5 Taxes, Excise duty, if any, should be shown separately. IF TAXES ETC. ARE NOT SHOWN SEPARATELY THE OFFER WILL BE CONSIDERED TO BE INCLUSIVE OF ALL TAXES, DUTIES ETC. AND WILL BE BINDING ON THE BIDDER.

4.6 **OTHER TAXES & LEVIES:**

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

4.7 **STATUTORY VARIATION:**

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

- 4.8 **THIRD PARTY INSPECTION** (When specifically called for in the tender):
- 4.8.1 All inclusive charges for Third Party Inspection must be indicated separately.
- 4.8.2 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.
- 4.9 **SAMPLES** (When specifically called for in the tender):
- 4.9.1 Bidder shall submit Samples of requisite quantity whenever called for. Each sample shall be sealed and have a card affixed indicating
 - a) Bidder's name, address, contact Telephone No. & Email address
 - b) Tender No. and Bid Closing Date
 - c) Product Name
 - d) Item No. of the tender
- 4.9.2 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.

- 4.9.3 Bidders who have been exempted from submission of tender sample through specific communication from OIL, need not submit any sample. However, they will be required to enclose a photocopy of the exemption letter along with their bid failing which their offers will be liable to be rejected.
- 4.10 **TRAINING** (When specifically called for in the tender):
- 4.10.1 Bidders shall indicate cost for training OIL's personnel separately whenever called for.
- 4.10.2 For training at Bidder's premises, only the training fee should be indicated by the Bidder. All charges towards to & fro fare, boarding/lodging and daily expenses etc. for OIL's personnel shall be borne by OIL.
- 4.10.3 For training at OIL's premises, the Bidder should quote training charges which should be inclusive of all charges of their personnel viz. to and fro air fares, boarding/lodging expenses and daily expenses etc. for the entire period. Local transport for commuting to the site at the place of training will be provided by OIL.

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

- 4.11.1 In the event installation and commissioning of the item by the technical experts of the bidders is involved, the charges thereof should be quoted separately which should be inclusive of to and fro air fares, boarding/lodging & daily expenses of the bidder's technical personnel amongst others. Bidders shall also indicate in their offer the total expected time required for installation/commissioning of the items.
- 4.11.2 Offers without any mention about installation/commissioning and Training charges will be loaded with maximum value towards installation/commissioning and Training charges received against the tender for comparison purposes.

4.12 **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.

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

4.14 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.

4.15 **CHANGE IN QUANTITY:**

OIL reserves the right to increase / decrease the quantity. It will be obligatory on the part of the Bidder to supply ordered quantity at the offered rates.

4.16 **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.

4.17 **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.

4.18 **VALIDITY**:

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

4.19 **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.

4.20 WITHDRAWL 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 of minimum 01(one) year and maximum 3(three) years.

4.21 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.

4.22 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 policy from date of detection of such fraudulent act, besides the legal action. In case of major and serious fraud, period of debarment may be enhanced.

4.23 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 of minimum 01(one) year and maximum 3(three) years.

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.)

- All the Bids must be accompanied by Bid Security (wherever applicable) for the amount as mentioned in the NIT and shall be in the prescribed format (ANNEXURE-I) in one of the following forms:
 - i) A Bank Guarantee from any nationalised scheduled Indian Bank. The Bank Guarantee shall be valid for 150 days from the scheduled bid closing date and shall be enforceable at Noida/Delhi.
 - ii) Bank draft / Cashier cheque in favour of OIL INDIA LIMITED and payable at NOIDA.

Note: In case of extension of bid closing date against any tender where a bidder has already submitted his bid with requisite bid security within the original BC date, such bidders will be asked to confirm extension of

- their bid security after opening of the bids. Offers from such bidders will be considered if they extend bid security for the corresponding period of extension of BC date upon request from OIL.
- 6.2.1 The bidders will have to submit the Bank Guarantee from any of the scheduled Indian banks and on non-judicial stamp paper of requisite value, as per the Indian Stamp Act, purchased in the name of the issuing banker.
- 6.2.2 The Bank Guarantee issued by a Bank amongst others must contain the following particulars of such Bank:
 - (a) Full Address
 - (b) Branch Code
 - (c) Code Nos. of the authorized signatory with full name and designation
 - (d) Phone Nos./Fax Nos./E-mail address
- 6.2.3 In case, any such Bid Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the signatures of fake official of the Bank, the bid submitted by the concerned bidder shall be rejected forthwith and the bidder shall be debarred from participating in future tenders.
- 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.
- 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.
- 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.

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- 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.
- c) If a bidder furnished fraudulent document/information in their bid.
- 6.8 Exemption of Bid Security: (Please refer to Para 3(ii) of ANNEXURE-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 form enclosed (ANNEXURE-II) 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.
- 7.4 The Bank Guarantee will have to be given from the scheduled banks on non-judicial stamp papers of requisite value, as per the Indian Stamp Act, and stamp papers should be in the name of the issuing bank.
- 7.5 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.
- Performance Security for capital nature items like plant and machinery etc. shall be valid for 90 days beyond delivery period and or applicable warranty/ guarantee/ defect liability period. The validity requirement of Performance Security specified in the main order is assuming despatch within stipulated delivery period. In case of any delay in despatch, validity of the Performance Security is to be extended suitably as aforesaid.
- 7.9 Performance Security will be discharged by the Purchaser and returned to the Seller, within 30 days of its expiry of validity including any extension sought thereof in case of no claim on seller by the purchaser.
- 7.10 Performance Security amount will not accrue any interest.
- 7.11 **Exemption of Performance Security:** (Please refer to Para 5.0 of ANNEXURE-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 SECTION-IV
- b) Documentary evidence in accordance with the Bid Rejection Criteria (BRC) as per Section-VI.
- c) Statement of compliance as per Proforma–I, enclosed.
- d) Price bid as per the bidding format provided in Section V.
- e) 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 APPENDIX-I)
- g) Bid Security, wherever required.
- h) Confirmation about the Performance Security, wherever required

9.0 **SUBMISSION OF OFFER:**

- 9.1 Please refer to OIL's e Portal / Website before uploading your bids for updated information regarding requirements, guidelines and procedure for submission of offers in OIL's e tenders portal.
- 9.1.1 In the event of receipt of only a single offer against the tender within the B.C. date OIL reserves the right to extend the B.C. date as deemed fit by the company. During the extended period, the bidders who have already submitted the bids on or before the original B.C. date, shall not be permitted to revise their quotation.
- 9.2 Special methods of marking & sealing where tender is called under "TWO BID SYSTEM" & "TWO STAGE BIDDING SYSTEM":
- 9.2.1 In case of **TWO BID SYSTEM**, bidders shall prepare the technical and commercial bids in triplicate separately and shall put these in two separate envelopes marked as "Techno-commercial "Unpriced Bid" and "Priced Bid". Both the envelopes containing the "Unpriced Bid" and "Priced Bid" should be supersribed with Bid Closing Date., enquiry no, bidder's name and brief description of materials, and sealed and then put inside another envelope super scribing—the enquiry no., Bid Closing Date, bidder's name and brief description of materials. The "Un priced Bid" shall contain all techno-commercial details except the prices which shall be kept blank. The "Priced Bid" must contain the price schedule and the bidder's commercial terms and conditions. The bid bond in original should be submitted along with the technical bid.
- 9.2.2 Under TWO STAGE BIDDING SYSTEM, bidders are required to submit only the Techno-commercial "Unpriced Bids" in the first stage. The "Priced 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.
- 9.4 Bidders, in their own interest, are advised to drop their offers personally in "LOCAL TENDER BOX" at C & P department at NOIDA. Alternatively they may send the same through Registered Post /courier. Oil India Limited will not be responsible for any delay, wrong delivery or non-delivery of the offers. No offer will be accepted after the bid closing date and time.
- 9.5 Bids must be submitted in original. No offer should be sent by Telex / Cable / Fax / E-mail/telephone unless specifically asked for in writing. Bids not complying with above 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 eprocurement web page shall decide the submission dead line.

11.0 MODIFICATIONS AND CLARIFICATIONS OF BIDS:

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

12.0 **EXTENSION OF BID SUBMISSION DATE:**

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

13.0 **LATE BIDS**:

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 refixed 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:

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

18.8 WEIGHT AND SIZE LIMITATION OF PACKAGES:

Normal limiting dimensions and weights are as under:

<u>Category</u>	<u>Length</u>	<u>Width</u>	<u>Height</u>	Capacity
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 despatch 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 Dispatch**:

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

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

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

20.0 **INSURANCE**:

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

21.0 **PAYMENT TERMS**:

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

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

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

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

21.3 Payment against trial orders:

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

21.4 **Payment to third party**:

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

21.4 **Banking Charges**:

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

21.5 Advance Payment:

21.5.1 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.

- 21.5.2 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.
- 21.5.3 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.
- 21.5.4 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**:

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 not-withstanding 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 <u>DEFAULT IN DELIVERY / LIQUIDATED DAMAGES</u>:

- 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.
- 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**:

- 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.
- 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 Bids received after Bid Closing Date and time shall be rejected. Also, modification of Bids received after Bid Closing Date/time shall not be considered.
- 33.4 Offers received from unsolicited parties shall not be considered and rejected.
- Bids shall be typed or written in indelible ink and Original bid shall be signed by the bidder or his authorized representative on all pages failing which the bid shall be rejected.
- 33.6 Offers received through Telex / Cable / Fax / E-mail/telephone shall be rejected unless specifically asked for in writing. Similarly offers received as Xerox / photocopy which is not on original letterhead of the Bidder & not duly signed & stamped will be rejected.
- 33.7 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.
- 33.8 Any offer containing incorrect statement will be rejected.

- 33.9 Bids without original Bid Security as per Para 6.0 (wherever called for) and confirmation regarding submission of requisite Performance Security as per Para 7.0 (wherever called for) shall be rejected.
- 33.10 Bids not submitted in compliance with Special methods of marking & sealing under 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 4.9.2 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.
- 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 Public Sector Undertaking and Small Scale Industries etc. 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.
- 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)".

Public Procurement Policy for Micro and Small Enterprises (MSEs)

Govt. of India under Micro, Small and Medium Enterprises Development (MSMED) Act 2006, has proclaimed the Public Procurement Policy, 2012 with effect from 1st April, 2012 in respect of procurement of goods and services, produced and provided by micro and small enterprises, by its Ministries, Departments and Public Sector Undertakings for promotion and development of Micro and Small Enterprises.

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

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

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

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

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

2.1 The MSEs owned by SC/ST entrepreneurs shall mean:

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

3.0 Benefits to Micro and Small Enterprises:

i) Exemption from payment of Tender Fee:

MSEs (and not their dealers/distributors) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME are exempted from payment of tender fee irrespective of the monetary limit mentioned in their registration certificate provided they furnish documentary evidence that they are registered for the items they intend to quote against OIL tenders.

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

MSEs (and not their dealers/distributors) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME are exempted from submission of Bid Security/Earnest Money provided they are registered for the items they intend to quote.

4.0 Documents required to be submitted by MSEs:

Micro or Small Enterprises (MSE) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME shall submit copy of valid Registration Certificate for the items they intend to quote along with the bid. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies.

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

5.0 Performance Security:

Micro and Small Enterprises registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME however, should note that Performance Security shall be required to be submitted by them for orders/contracts placed by OIL on them.

6.0 Purchase Preference to Micro and Small Enterprises:

Purchase preference to Micro and Small Enterprises registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME:

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

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

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

7.0 In case a supplier (other than Micro/Small Enterprise) against an order placed by OIL procures materials from their sub-vendor who is a Micro or Small Enterprise registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME, with prior consent in writing from OIL, the complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid MSE registration certificate etc.) of the subcontractor(s) shall be furnished by the supplier to OIL.

To, General Manager (C & P) OIL INDIA LIMITED Plot No. 19, Sector 16A Noida - 201301

Dear Sir,		
	Sub :	Your Enquiry No
		For
Mr. / the above End At NOIDA on	quiry due or	
		Yours faithfully,
		(Name) Designation Stamp / Seal

(END OF SECTION – II)

SECTION -III

SPECIAL TERMS AND CONDITIONS

A. Delivery Terms:

- i. Bidders are required to quote their best delivery period for supply of all items. However, If they do not mention in their bid about delivery period, It will be construed that they are agreed to delivery period of 45 days.
- ii. Bidders shall offer their price for delivery at OIL's Corporate office at OIL House, plot-19, Sector-16A, NOIDA. No extra transportation cost, insurance, out of pocket expenses, etc. will be paid.

B. Installation & Commissioning Terms:

- i. The supplier shall install the computers and Printers free of cost at our Corporate Office at OIL House, Plot No.19, Sector-16A, NOIDA as per instruction of Chief Engineer (IT).
- ii. The installation is to be completed to OIL's satisfaction within 15 (fifteen) days of delivery of the material at site.
- iii. All material and manpower required for installation and commissioning must be supplied by the supplier.

C. Warranty Service Terms:

- i. Comprehensive on-site warranty for a minimum period of 1 year for the PCs and Printers from the date of receipt of materials at site.
- ii. The bidder other than OEM must submit a tender specific authorization letter from OEM of offered product(s) approving the bidder to quote against the tender and stating that the OEM will provide support directly or through the particular dealer during the warranty period including replacement of spares along with the offer, failing which, their offer will be rejected.
- iii. The Bidder should also provide an Undertaking of authenticity of IT Hardware/Software supplied with Desktop PCs from OEM, as per Annexure-B, stating that no refurbished / duplicate / second hand components/ parts/ assembly/ software, shall be used, failing which, their offer will be liable for rejection.
- iv. Preventive and corrective maintenance of all hardware supplied including replacement of defective parts during warranty period, at no extra cost.

D. Payment Terms:

100% payment shall be made after complete delivery and installation within 30 days from the date of receipt of undisputed bills.

END OF SECTION-III

Sample undertaking of authenticity letter (To be typed on the letterhead of the Issuing Company)

Ref. No	Date
The General Manager (C & P) Oil India Limited, NOIDA-201 301	
Sir,	
Sub: Undertaking of authenticity of IT Hardware/Software supply supplied v	vith Desktop PCs
Ref: Your tender enquiry No Dated	
With reference to the Desktop PCs being quoted to you vide our quotation I above, we hereby undertake that all the components/ parts/ assembly/ s Desktops under the above like Hard disk, Monitors, Memory, etc., sha components/ parts/ assembly only, from respective OEMs of the prorefurbished/ duplicate/ second hand components/ parts/ assembly/ softward shall be used.	oftware used in the all be original, new oducts and that no
We also undertake that in respect of licensed operating system, it shall be authorized source.	be sourced from the
Should you require, we hereby undertake to produce the certificate from of support of above undertaking at the time of delivery/installation. It will be produce such letters from our OEM supplier's at the time of delivery or within	our responsibility to
In case of default and we are unable to comply with above at the time of installation, for the IT Hardware/ Software billed, we agree to take back the demur, if already supplied and return the money, if any, paid to us by you in	he materials without
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)	

SECTION -IV

TECHNICAL SPECIFICATIONS AND QUANTITY

	NIT Specification	Complied / Not Complied. (Remarks if any)
Item No.1 Desktop	PC (HP Elite Desk 800 G2PC or equivalent) Quantity = 26Nos.	
Model & Make	Bidders to quote	
Processor	Intel Core i7 min 3.4 GHz	
Cache	Min 8MB	
RAM	Min 8 GB DDR4 or higher	
Hard Disk	Min 1TB 7200 rpm	
Optical Drive	DVD Read/ Write	
Networking	100/1000 on board integrated Network	
Graphics I Audio	Integrated Intel HD Graphics	
Implementation	Integrated High Definition Audio	
Monitor	Min 47 cm (18.5 inch)	
Keyboard	Min 104 Keys	
Pointing Device	Optical Mouse	
USB Ports	8 ports minimum (two in front are essential)	
Operating System	Min Windows 8.1 Professional Preloaded with media and documentation and certificate of Authenticity (64 bit)	
Warranty	Same day onsite Comprehensive warranty for minimum 1(one) year	

	Complied / Not Complied. (Remarks if any)	
	One Printer (HP Officejet Pro 8620e or	
Equivalent)	Quantity = 5Nos.	
Model & Make:	Bidders to quote	
Supported Operation	Print, Copy, Scan, Fax	
Print Speed	Minimum 21 ppm Black and minimum 16.5 ppm Color	
Print Resolution	Black: Minimum 1200 x 1200 dpi on plain paper Color: Minimum 4800 x 1200 dpi on Photo Paper	
Scan Type	Flatbed, ADF	
Scan Speed	Duplex: Minimum 6 ipm	
Scan Resolution	Minimum 1200 x 1200 dpi	
Scan File Format	Minimum bmp, jpg, pdf, tiff ,txt	
Scan Size	Minimum 8.5 x 14 in	
Copy Speed:	ISO speed: Min 14 cpm black, min 13 cpm color Maximum, letter: min 34 cpm black, Min 34 cpm color	
Copy Resolution:	Minimum 600 dpi	
Connectivity:	Minimum 1 USB 2.0, 1 Ethernet, Wireless 802.1 b/g/n	
Memory:	Minimum 128 MB, 600MHZ	
Compatible Operating System	Windows 8.1, Windows 8, Windows 7, Windows Vista	
Power:	230 VAC, 50 HZ	
Warranty:	Minimum 1 Year	

	Complied / Not Complied. (Remarks if any)		
Item No.3 Laserjet Pri	Item No.3 Laserjet Printer (BW) (HP1606dn or Equivalent) Quantity = 10Nos.		
Model & Make:	Bidders to quote		
Print Technology	Laser		
Print Speed	Black (normal, letter): Min 26 ppm; Black (normal, A4): Min 25 ppm		
Print Resolution	Min 600 x 600 dpi		
Standard Connectivity	Hi-Speed USB 2.0 port, 10/100 Ethernet Networking		
Duplex Print Options	Automatic		
Power	240 VAC, 50 HZ		
Warranty	Minimum 1 Year.		

(END OF SECTION - IV)

SECTION -V

BIDDING FORMAT

Item No.	Description	Qty./ Unit (a)	Unit Price (Rs.) (b)	Taxes Levies, if any (Rs.) (c)	Total price for all units (Rs.) d=(b+c) x a
1.0	Cost of Desktop PC	25Nos.			
2.0	Cost of All-in – one Printer	5 Nos.			
3.0	Laser jet Printer (BW)	10 Nos.			

Notes to Bidders:

- Please specifically mention all taxes, statutory levies, etc., otherwise the rates will be considered all inclusive rates.
- Your rates should be for F.O.R. OIL House, Plot No.19, Sector-16A, NOIDA and no extra cost towards transportation, insurance, out of pocket expenses, etc., will be paid.
- Commercial evaluation of bids will be done item wise and order will be placed on the lowest bidder for each item.

END OF SECTION -V

SECTION - VI

BID REJECTION CRITERIA / BID EVALUATION CRITERIA

I. BID REJECTION CRITERIA (BRC):

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

A. Technical Criteria:

- i) The bidder other than OEM must submit a tender specific authorization letter from OEM of offered product(s) approving the bidder to quote against the tender and stating that the OEM will provide support directly or through the particular dealer during the warranty period including replacement of spares along with the offer, failing which, their offer will be rejected.
- ii) Bidder must have experience of successfully executed one order of similar item in last 5(five) years to be reckoned from the original stipulated bid closing date of the tender of following value:
 - a) An order of value of Rs.9,10,000 /- if the bidder quotes for only PCs.

OR

- b) An order of value of Rs.1,12,500 /- if the bidder quotes for only Printers OR
- c) An order of value of Rs.10, 22, 500 /- if the bidder quotes for both PCs and Printers.

B. Financial Criteria:

- i) **Annual turnover**: Annual Financial Turnover of the bidder during any of preceding three financial / accounting years from the original bid closing date should be at least Rs.10,22,500.00
- ii) Net Worth: Net worth of bidder must be positive for preceding financial / accounting year.

Note: For proof of Annual Turnover & Net Worth, any one of the following document must be submitted along with the bid:-

i) A certificate issued by a practicing Chartered Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format attached with tender.

OR

ii) Audited Balance Sheet along with Profit & Loss account."

C. General Criteria:

- i) Bidders shall offer firm price and not subject to variation on any account. Bids with adjustable price shall be treated as non-responsive and rejected.
- ii) Offers with inadequate validity will be rejected.
- iii) Bids must be submitted in the specified bidding format (SECTION-V) and should not be altered / changed. A bid in any other format will be rejected.
- iv) Offers received in any form, other than through OIL's e-portal will be rejected.
- v) The authenticity of digital signature shall be verified through authorized CA after bid opening. If the digital signature used for signing is not of "Class -3" with Organizations name, the bid will be rejected.
- vi) Any offer containing incorrect statement will be rejected.
- vii) Any Bid not accompanied by Bid Security as per tender will be rejected. Bid Security, if furnished in the form of Bank Guarantee, then the Bank Guarantee must be valid for a period of 150 days from the scheduled Bid Closing date. Otherwise, the bid shall be rejected.
- viii) Offers received from unsolicited parties shall not be considered and rejected.
- ix) There must be no exception to the following Clauses including sub-clauses, as applicable; otherwise the Bid will be rejected.

- Performance Security Clause

- Termination Clause

- Tax Liability Clause

- Arbitration Clause

- Force Majeure Clause

- Liquidated Damage Clause

x) 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.

II. BID EVALUATION CRITERIA

The bids conforming to the terms and conditions stipulated in the tender and considered to be responsive after subjecting to the Bid Rejection Criteria as well as verification of original of any or all documents /documentary evidences pertaining to BRC, will be considered for further evaluation as per the Bid Evaluation Criteria given below.

- i) Commercial evaluation of bids will be done item wise and order will be placed on the lowest bidder for each item.
- ii) In the event of computational error between unit price and total price, unit price shall prevail and adopted for evaluation.
- iii) Similarly, in the event of discrepancy between words and quoted figure, words shall prevail.
- iv) Preference to Micro and Small Enterprises will be given as per prevailing Government Guidelines as applicable on bid closing date.
- v) In case bidder takes exception to any clause of tender document not covered under BEC/BRC, then the company has the discretion to reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by the Company. No deviation will however, be accepted in the clauses covered under BRC.

If any of the Clauses of the Bid Rejection Criteria / Bid Evaluation Criteria (BEC / BRC) contradict the Clauses of the tender elsewhere, those in the BEC / BRC shall prevail.

END OF SECTION - VI

FORM OF BID SECURITY (BANK GUARANTEE)

WHEREAS, (Name of Bidder)	(hereinafter called "the Bidder") has
submitted his bid dated (Date)	(hereinafter called "the Bidder") has for the provision of AMC services (hereinafter called
"the Bid").	-
WE KNOW ALL MEN by these pres	ents that We (Name of Bank) of
(Name of Country)	having our registered office at and unto Oil India Ltd (hereinafter called "Company" in
the sum of () * for which payment well and truly to be
	itself, its successors and assignees by these presents.
	ne Bank this day of,
2016.	
THE CONDITIONS of this obligation a	ure:
(1) If the Ridder withdraws his Rid du	aring the period of bid validity specified by the bidder
(1) If the Bidder withdraws his Bid du	This the period of old validity specified by the oldder
(2) If the Bidder, having been notified	of the acceptance of his Bid by the Company during the
period of Bid validity:	
(a) fails or refuses to execute the Form	m of Agreement in accordance with the Instructions to
Bidders, on tender document;	
or	
	ormance Security in accordance with the Instructions to
Bidders on tender documents.	
We undertake to per to Company up	to the chave amount upon receipt of its first written
	to the above amount upon receipt of its first written without Company having to substantiate its demand,
	will note that the amount claimed by it is due to it
· · · · · · · · · · · · · · · · · · ·	both of the two conditions specifying the occurred
condition or conditions.	both of the two conditions specifying the occurred
condition of conditions.	
This guarantee will remain in force	up-to and including the date (date of expiry of bank
	beyond the validity of the bid) any demands in respect
	ter than the above date.
* The bank should insert the amount of	guarantee in words and figures
The bank should insert the amount of	guarance in words and figures
Date:	Signature of issuing authority of Bank with
	designation seal and seal of the bank.
	<u> </u>

FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

To: (Name of Company)
(Address of Company)
WHEREAS (Name and address of Supplier)
(hereinafter called as "Supplier") had undertaken, in pursuance of Purchase Order No
dated to execute (supply of PCs and or Printers (hereinafter called "the Order"),
AND WHEREAS it has been stipulated by you in the said Order that the Supplier shall furnish you with a bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the contract;
AND WHEREAS we have agreed to give the Supplier such a Bank Guarantee, NOW HEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Supplier, up to a total of (Amount of Guarantee) * (in words) such sum being payable in the
words) such sum being payable in the types and proportions of currencies in which the Order Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of the Guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.
We hereby waive the necessity of your demanding the said debt from the Supplier before presenting us with the demand.
We further agree that no change or addition to or other modifications of the terms of the Order or of the work to be performed there-under or of any of the Order documents which may be made between you and Supplier shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.
This guarantee is valid until the date () 90 days beyond warranty period
SIGNATURE & SEAL OF THE GUARANTOR Name of Bank Address
Date

* An amount is to be inserted by the Guarantor, representing the percentage of the Order price specified in the forwarding letter, wherever applicable, and denominated either in the currency of the Contract or in a freely convertible currency acceptable to the Company.

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

STATEMENT OF COMPLIANCE

(Only exceptions/deviations to be rendered)

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

	(Authorised Signatory)
Name of the hidder	

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.

ANNEXURE-III

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

Bid invitations (Tenders)

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

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

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

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

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

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

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

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

Instructions for obtaining Digital Certificate

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

Steps for obtaining Digital Certificate

Visit the site of the licensed CA using internet browser.

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

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

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

Links to some licensed CA's are provided below

- 1. **TCS**
- 2. Safescrypt
- 3. MTNL Trustline
- 4. (n)Code Solutions
- 5. e-mudhra

Technical Settings

- 1. Web Browser Supported: Microsoft IE Ver 6.0 or higher recommended
- 2. **Java:** To view some of the components, you need to install Java Internet component JDK 5.0 from

http://java.sun.com/javase/downloads/index.jsp

- 3. **Proxy**: If you are unable to access OIL e-Procurement site or Bid Documents, check if you are using proxy to connect to internet or if your PC is behind any firewall. Contact your system administrator to enable connectivity. Please note that standard Port for HTTPS (443) connectivity should be enabled on your proxy/firewall. Dial-up internet connectivity without Proxy settings is another option.
- 4. **Pop-ups**: Pop-ups should be enabled on OIL e-Procurement URL and Bid Documents URLs. This is required to view tender documents.
- 5. **Recommended Screen Resolution**: 1024 by 768 pixels.
- 6. **Internet Speeds**: If you are experiencing slow connectivity to OIL e-Procurement, then contact your system administrator/ISP provider for desirable speeds.
- 7. **Active-x controls**: Maintain the settings as described in Internet Explorer settings document to enable digital signature signing and verification.

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

8. **Digital signature client SW/component**: To use Digital Signature, a client level Software is required. This is third party software from Safescrypt. This is installed automatically, once you start working on OIL's e-procurement system. A popup will come before it starts installation. You need to ensure you have administrative rights on the PC or the laptop. This installation is one time activity for a PC or Laptop.

(END OF APPENDIX-I)