

## **INVITATION FOR BID**

**Tender No.** : SLI7907P19 Dated 07.05.2018  
**Bid Closing Date** : 12.06.2018

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 Computers and Printers with installation free of cost for 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 **Chief General Manager(C&P), Oil India Limited, Plot No. 19, Sector-16A, NOIDA– 201301**(e-mail ID: [corp\\_c&p@oilindia.in](mailto:corp_c&p@oilindia.in)) **only from 08.05.2018 to 05.06.2018**. The application along with tender fee and e-mail ID must reach the above office latest by **05.06.2018(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](http://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 **05.06.2018** 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.**

**Note:** 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.



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

Plot No. 19, Sector 16A,  
Noida – 201301, U.P.  
Phone: 0120 - 2419000  
Fax: 0120 - 2488310  
E-mail: [oilindia@oilindia.in](mailto:oilindia@oilindia.in)  
[corp\\_c&p@oilindia.in](mailto:corp_c&p@oilindia.in)

Web Site: [www.oil-india.com](http://www.oil-india.com)

## SECTION - I FORWARDING LETTER

Oil India Limited (OIL), a Govt. of India Enterprise, invites quotations through its online e-procurement portal, from experienced and competent domestic bidders for **“Supply of Computers and Printers with installation free of cost for OIL’s Corporate Office at OIL House, Plot No.19, Sector-16A, NOIDA.”**

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

### 1.0 **BRIEF DETAILS:**

Item Description	Particulars
Item Description:	Supply of Computers and Printers
Tender No. & Date	<b>SLI7907P19 dated 07.05.2018</b>
Tender Fee	Rs.1000.00 (Non-refundable)
Type of tendering	Indigenous 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: Special Terms And Conditions SECTION-IV: Technical Specifications And Quantity SECTION-V: Bidding Format SECTION-VI: Bid Rejection Criteria /Bid Evaluation Criteria ANNEXURE-A :Public procurement policy for MSEs Purchase ANNEXURE-I : Preference Policy-linked to Local Content <del>ANNEXURE-II :Integrity Pact Proforma</del> ANNEXURE-III :Sample Authorization letter PROFORMA-I :Statement of Non-Compliance PROFORMA-II : Bid Security Form PROFORMA-III :The Performance Security Form PROFORMA-IV :Certificate of Annual Turnover and Net worth PROFORMA-V :Commercial Checklist PROFORMA-VI :Technical Checklist PROFORMA-VII : Authorization letter for Bid Opening

Bid Closing Date & Time	:12.06.2018 till 14.00 Hrs.
Bid Opening Date & Time	:12.06.2018 at 15.00Hrs
Address to send application for User-ID & Password	Chief General Manager (Contracts& Purchase) OIL INDIA LIMITED Plot No. 19, Sector-16A, NOIDA- 201 301, UTTAR PRADESH
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>
Bid Opening Place	:Chief General Manager( Contracts & Purchase) OIL House, Plot No. 19, Sector-16A, NOIDA 201 301, UTTAR PRADESH.
Bid Validity	:Bids shall remain valid for 90 days from the bid closing date.
Bid Security Amount (EMD)	: Rs.1,65,500.00 (non-interest bearing)  a. The Bid Security should be submitted only in the form of Bank Guarantee (in specified format) issued by Nationalized / Scheduled Bank. b. Alternately, Bid Security can also be paid through the online payment gateway against this tender. c. In case of Bidder(s) submitting Bid Security in the form of Bank Guarantee, the original hard copy of Bid Security should reach the above office of Chief General Manager (Contracts & Purchase) by 02.00 PM (IST) on the bid closing/opening date otherwise bid will be rejected. d. A scanned copy of Bid Security document should also be uploaded along with the Un-priced Techno-Commercial Bid documents. e. No other mode of payment will be accepted by the Company. f. The Bid Security shall not earn any interest to the bidder from the Company. g. Any offer not accompanied with the Bid Security shall be treated as invalid and summarily rejected.
Performance Security	:10% of Order value excluding taxes payable by OIL .
Delivery Period	Delivery should be completed within 45 days of confirmed order.

1.0 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:

Chief 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 **05.06.2018 (Up to 5.15 P.M.) only. Applicant must mention their full address, contact no. & e-mail ID clearly in their application.**

**2.0** 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.

**3.0**

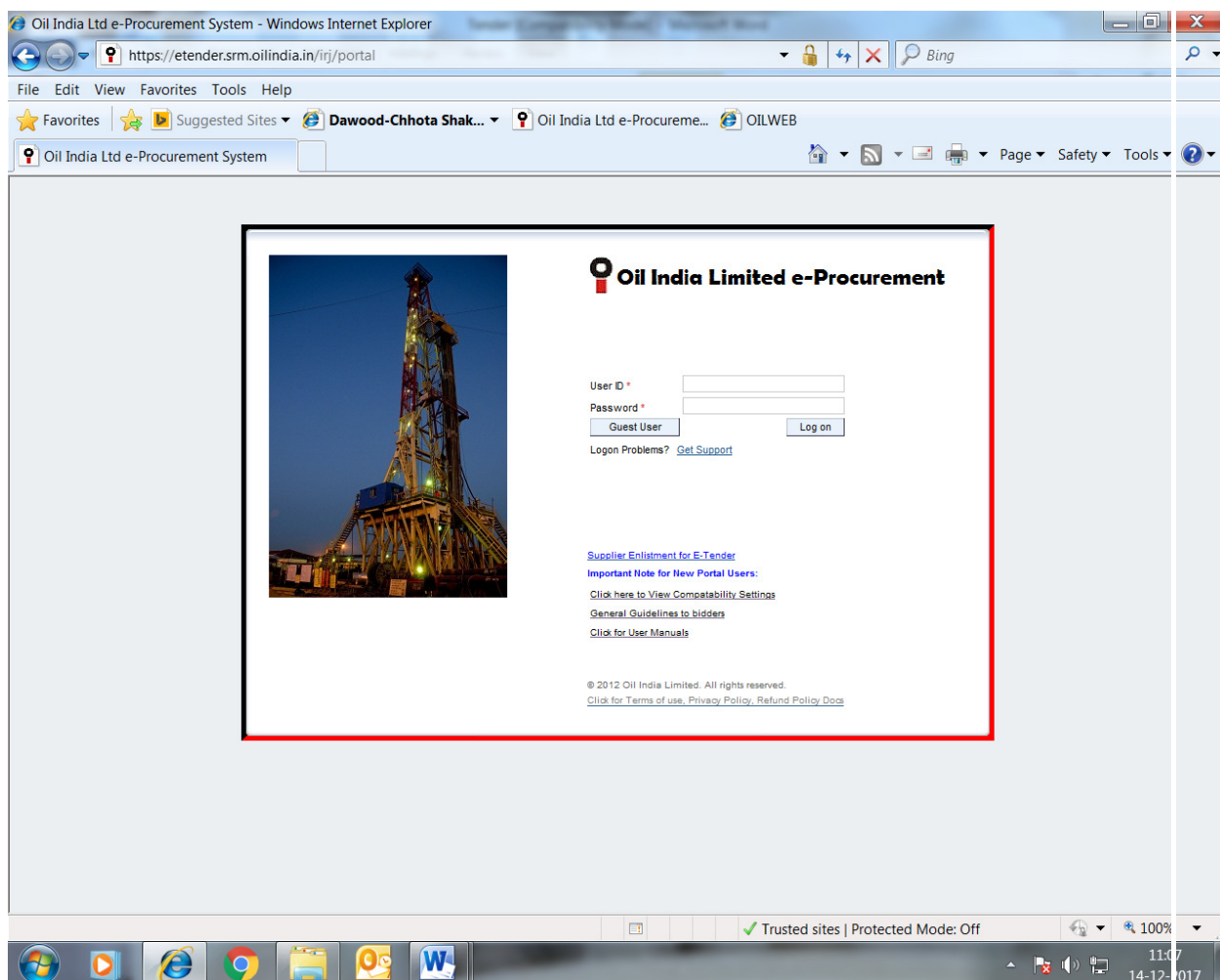
**EXEMPTION OF TENDER FEE & BID SECURITY:**

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.

**4.0** Bidders claiming exemption of tender fee should send their application with all credentials on or before **05.06.2018** to OIL's above office for issue of user ID & Password. Applicant must mention their address & E-mail ID clearly in their application

**5.0** 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.

**6.0** This tender is invited under SINGLE STAGE COMPOSITE BID SYSTEM. The bidders are required to submit their both the "TECHNICAL" and "PRICE" bids through electronic form in OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specification of the tender. The Price Bid shall be quoted as specified in the "**BIDDING FORMAT**" attached under "Notes and Attachments" tab in the main bidding engine of OIL's e-Tender portal. The price quoted in the "Bidding Format" will only be considered for evaluation. Detailed Guidelines to bidders for participating in OIL's e-Procurement tenders are given e-portal. Screen shot of the main login page of OIL's e-Procurement Portal is given below in this regard:



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

- a) Guidelines to Bidders for participating in OIL.pdf
- b) New Instruction to Bidder for submission.pdf

8.0 The details of Bid Document can be view using **"Guest Login"** provided in the main login page of the E-Procurement portal.

9.0 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.

10.0 **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.

10.1 The authenticity of above digital signature shall be verified through authorized CA after bid opening. If the digital signature used for signing is not of "Class -3" with Organization Name and Encryption Certificate, the bid will be rejected.

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

- 10.3 The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.

**SPECIAL NOTE:**

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

a) Original Bid Security ( Only in case of Bidder(s) submitting Bid Security in the form of Bank Guarantee)

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

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

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

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

Tel Nos. = 0374-2807178 / 0374-2804903; Email id = [erp\\_mm@oilindia.in](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

(Bivash Das)  
Manager (Materials)  
Mob: 9435150897  
For Chief General Manager (C&P)  
For Chairman & Managing Director

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## SECTION-II

### GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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



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

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

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

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



value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order will be binding on the bidder.

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

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

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

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

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

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

4.7.1 All inclusive charges for Third Party Inspection must be indicated separately.

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

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

4.8.1 Bidder shall submit Samples of requisite quantity whenever called for. Each sample shall be sealed and have a card affixed indicating

- a) Bidder's name, address, contact Telephone No. & Email address
- b) Tender No. and Bid Closing Date
- c) Product Name
- d) Item No. of the tender

4.8.2 Sample must be received on or before the Bid closing date failing which the will be rejected. The unsuccessful bidder should take back the sample submitted within 90 days time from the date of bid closing, failing which OIL would not have any responsibility towards safe custody of the sample.

4.8.3 Bidders who have been exempted from submission of tender sample through specific communication from OIL, need not submit any sample. However, they will be required to enclose a photocopy of the exemption letter along with their bid failing which their offers will be liable to be rejected.

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

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

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

4.9.3 For training at OIL's premises, the Bidder should quote training charges which should be inclusive of all charges of their personnel viz. to and fro air fares, boarding/lodging

expenses and daily expenses etc. for the entire period. Local transport for commuting to the site at the place of training will be provided by OIL.

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

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

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

4.11 **DISCOUNT**

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

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

4.13 **BIDDERS SHOULD OFFER FIRM PRICES:**

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

4.14 **CHANGE IN QUANTITY:**

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

4.15 **TECHNICAL LITERATURE:**

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

4.16 **DELIVERY:**

Offers should be for delivery at site as indicated, with firm delivery date. If delivery is not specifically indicated by the bidders, it will be construed that the delivery quoted is as per delivery indicated in our enquiry and will be binding on the bidder. The

delivery will be counted from the date of receipt of the letter of intent/order by the successful bidder.

4.17 **VALIDITY:**

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

4.18 **VAGUE AND INDEFINITE EXPRESSIONS:**

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

4.19 **WITHDRAWAL OF OFFERS BY BIDDER:**

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

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

In the event, a particular tender is cancelled the tender fee will not be refunded. In case the tender is cancelled and 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 the prescribed format (PROFORMA -II) in one of the following forms:

i) A Bank Guarantee from any nationalised scheduled Indian Bank. The Bank Guarantee shall be valid for 120 days from the scheduled bid closing date and shall be enforceable at Noida/Delhi.

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

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

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

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

(a) Full Address

(b) Branch Code

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

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

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

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

6.4 The Bid Security of the unsuccessful bidders will be returned after finalization of tender whereas the Bid Security of the successful bidder will be discharged on such bidder's furnishing the Performance Security to OIL in the prescribed format against the Purchase Order secured by the bidder within the stipulated time frame. The successful bidder will however, ensure the validity of the Bid Security till such time the Performance Security in conformity with Clauses 7.0 below as the case may be, is furnished.

6.5 The bidders will extend the validity of the Bid Security, if and whenever specifically advised by OIL, at the bidder's cost.

6.6 Bid Security will not accrue any interest during its period of validity or extended validity.

6.7 The Bid Security (wherever applicable) will be forfeited:

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

OR

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

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

**6.8 Exemption of Bid Security:** (Please refer to Para 3(ii) of ANNEXURE-A in this regard)

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

6.8.2 Public Sector undertakings are exempted from submitting Bid Security.

**7.0 PERFORMANCE SECURITY:**

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

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

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

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

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

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

- 7.6 In case, the Performance Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the signatures of fake official of the Bank, the LOI/Purchase Order issued/placed on the Supplier shall be treated as cancelled forthwith and the bidder shall be debarred from participating in future tenders. Further, the Bid Security submitted by such Supplier shall be invoked without any further reference.
- 7.7 The Bank Guarantee shall be enforceable at NOIDA/DELHI or as specified in the order.
- 7.8 Performance Security shall be valid for 90 days beyond contract period/duration and applicable warranty/guarantee/defect liability period (if any). The validity requirement of Performance Security specified in the main order is assuming dispatch within stipulated delivery period. In case of any delay in dispatch, validity of the Performance Security is to be extended suitably as aforesaid.
- 7.9 Performance Security will be discharged by the Purchaser and returned to the Seller, within 30 days of its expiry of validity including any extension sought thereof in case of no claim on seller by the purchaser.
- 7.10 Performance Security amount will not accrue any interest.
- 7.11 **Exemption of Performance Security:** (Please refer to Para 5.0 of ANNEXURE-A in this regard)
- 7.11.1 ~~Small Scale units registered with NSIC/Directorate of Industries are exempted from submitting Performance Security if the order/contract value is less than the monetary limits for which the firm is registered. In absence of monetary/quantity limit in the NSIC/Directorate of Industries certificate, bidders should submit Capacity Assessment Certificate issued by concerned NSIC/District Industries Centres. Otherwise the unit will not be eligible to avail exemption for Performance Security..~~
- 7.11.2 The bidders will extend the validity of the Performance Security, if and whenever specifically advised by OIL, at the Bidder/Seller's cost.

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

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

- a) Technical Bid as per scope of work, Technical Specifications & List of Materials as per SECTION-III
- b) Technical & Financial BRC Form with Documentary evidence in accordance with the Bid Rejection Criteria (BRC) as per Section-VI.
- c) Statement of compliance as per Proforma-I, enclosed.
- d) Price bid as per the bidding format provided in Section -V.
- e) Price list for Bill of Material as per Annexure-II
- f) Bid must accompany necessary literature/catalogue of the equipment as well as of the spare parts catalogue thereof, wherever required.



- g) Authorization letter for attending Tender Opening (Refer APPENDIX-I)
- h) Bid Security, wherever required.
- i) Confirmation about the Performance Security, wherever required
- j) Integrity Pact Performa, 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 OIL reserves the right to extend the B.C. date as deemed fit by the company.

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

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

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

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

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

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

#### 11.0 **MODIFICATIONS AND CLARIFICATIONS OF BIDS:**

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

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

12.0 **EXTENSION OF BID SUBMISSION DATE:**

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

13.0 **LATE BIDS:**

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

14.0 **OPENING OF TENDERS:**

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

15.0 **COMPLIANCE WITH TENDER:**

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

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

**List exception**

**If none, state "None"**

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

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

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

**17.0 INSPECTION AND TEST:**

- 17.1 All materials to be supplied shall be subject to inspection and test by OIL at its discretion at any stage of manufacture and before despatch by mutual arrangement. Inspection and tests shall be carried out either by OIL's personnel or through a third party nominated by OIL. Seller has to arrange for the inspection through the nominated third party (whenever applicable) and obtain the necessary inspection certificates.
- 17.2 OIL reserves the right to inspect the material through any of the Third Party Inspection Agencies. While appointing the Third party Inspection Agency (from OIL's approved agencies), the bidder shall pass instruction to the appointed Third Party Inspection Agency to comply and respond to the advice/queries made by OIL directly with the inspection agency in connection with the inspection.
- 17.3 Bidder must extend the required facility for inspection by Third Party Inspection Agency. The bidder will be responsible for arranging the third party inspection and must submit the inspection certificate in Original to OIL along with the dispatch documents. The certificate issued by the Third Party Inspection Agency must specify that the inspection has been carried out for the material to be supplied to OIL INDIA LIMITED and inspection has been carried out as per the scope of inspection stipulated in OIL's Purchase Order. The certificate should also specify OIL's Purchase Order Number.

**18.0 PACKING:**

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

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

Normal limiting dimensions and weights are as under:

<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 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.

**21.5 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.

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

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

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

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

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

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

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

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

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

### **3.0 Benefits to Micro and Small Enterprises:**

#### **i) Exemption from payment of Tender Fee:**

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

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

MSEs (and not their dealers/distributors) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or

National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME are exempted from submission of Bid Security/Earnest Money provided they are registered for the items they intend to quote.

#### 4.0 Documents required to be submitted by MSEs:

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

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

#### 5.0 Performance Security:

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

#### 6.0 Purchase Preference to Micro and Small Enterprises:

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

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

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

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

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

**(END OF SECTION – II)**

## **SECTION –III**

### **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 DGM (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.

**Annexure-B**

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

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

Date \_\_\_\_\_

The Chief General Manager (C & P)  
Oil India Limited,  
NOIDA-201 301

Sir,

Sub: Undertaking of authenticity of IT Hardware/Software supply supplied with Desktop PCs

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

With reference to the Desktop PCs being quoted to you vide our quotation No. .... cited above, we hereby undertake that all the components/ parts/ assembly/ software used in the Desktops 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 authorized source.

Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.

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 materials without demur, if already supplied and return the money, if any, paid to us by you in this regard.

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

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

**END OF SECTION –III**



## SECTION-IV

### TECHNICAL SPECIFICATIONS AND QUANTITY

NIT Specification		Complied / Not Complied. (Remarks if any)
<b>Item No.1 Desktop PC</b>		
<b>Quantity = 19 Nos.</b>		
Model & Make	Bidders to quote	
Processor	Minimum Intel Core i7 3.4 GHz or higher	
Cache	Minimum 8MB	
RAM	Minimum 8 GB DDR4 or higher	
Hard Disk	Minimum 1TB 7200 rpm or higher	
Optical Drive	DVD Read/ Write or higher	
Networking	100/1000 on board integrated Network	
Graphics I Audio Implementation	Integrated Intel HD Graphics Integrated High Definition Audio	
Monitor	Minimum 47 cm (18.5 inch) or higher	
Keyboard	Min 104 Keys	
Pointing Device	Optical Mouse	
USB Ports	Minimum 8 ports (two in front are essential) or more	
Operating System	MS Windows 10 Professional (64 bit) Preloaded with media	
Energy efficiency:	ENERGY STAR qualified	
Warranty	Same day onsite Comprehensive warranty for minimum one Year	

NIT Specification		Complied / Not Complied. (Remarks if any)
<b>Item No.2 All-in-One Printer</b> <b>Quantity = 6 Nos.</b>		
Model & Make:	Bidders to quote	
Supported Operation	Print, Copy, Scan, Fax	
Print Speed	Minimum 21 ppm Black and minimum 16 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:	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 802.11 b/g/n	
Memory:	Minimum 128 MB, 600MHZ	
Compatible Operating System	Windows 8.1, Windows 8, Windows 7, Windows Vista, Windows 10	
Energy efficiency	Energy star qualified	
Warranty:	Minimum 1 Year	

NIT Specification		Complied / Not Complied. (Remarks if any)
<b><u>Item No.3</u> Laserjet Printer (BW)</b>		
<b>Quantity = 14 Nos.</b>		
Model & Make:	Bidders to quote	
Print Technology	Laser	
Print Speed	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	
Energy efficiency	Energy star qualified	
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.) $d=(b+c) \times a$
1.0	Cost of Desktop PC	19Nos.			
2.0	Cost of All-in – one Printer	6 Nos.			
3.0	Laser jet Printer (BW)	14 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:**

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

##### **A. Technical Criteria:**

1. The bidder should have experience of successfully executing at least 1(one) purchase order for “supply of computers and printers” for Rs.8.30 Lakhs in preceding 5(five) years to be reckoned **from the original bid closing date**. Documentary evidence for above has to be submitted with the Bid. Acceptable documents will include completion certificates along with Purchase Order.
2. The bidders must submit a letter from the OEM, authorizing the bidder to quote against this tender, as per Annexure -III of this document.

##### **B. Financial Criteria:**

1. Annual Financial Turnover of the bidder during any of preceding three financial / accounting years from the **original bid closing date** should be at least Rs.16.55 Lakhs.
2. Net worth of bidder must be positive for preceding financial / accounting year.

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

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

**Note 3:**

- a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid:-
- i. A certificate issued by a practicing Chartered Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in PROFORMA-IV.
- OR
- ii. Audited Balance Sheet along with Profit & Loss account for last 03 (three years) ending March'2017.

**C. General Criteria:**

1. Bids with validity less than 90 days from scheduled Bid Closing Date will be rejected.
2. The bidder should quote for all the items mentioned in the bidding format, failing which their offer will be rejected.
3. Bidders shall offer firm price and not subject to variation on any account. Bids with adjustable price shall be treated as non-responsive and rejected.
4. Bids must be submitted in the specified format (bidding Format) and should not be altered / changed. A bid in any other format will be rejected.
5. Bids offering percentage discount identical to all cartridges will be accepted. Bids offering different percentage discount item-wise will be rejected outright.
6. Offers received in any form, other than through OIL's e-portal will be rejected.
7. The authenticity of digital signature shall be verified through authorized CA after bid opening. If the digital signature used for signing is not of "Class -3" with Organizations name, the bid will be rejected.
8. Any offer containing incorrect statement will be rejected.
9. Any Bid not accompanied by Bid Security as per tender will be rejected. Bid Security, if furnished in the form of Bank Guarantee, then the Bank Guarantee must be valid for a period of 120 days from the scheduled Bid Closing date. Otherwise, the bid shall be rejected.
10. The system will not permit to submit any bids after the scheduled bid closing date and time.
11. There must be no exception to the following Clauses including sub-clauses, as applicable; otherwise the Bid will be rejected.
  - Performance Security Deposit Clause
  - Penalty / Compensation Clause
  - Taxes and duties Clause
  - Force Majeure Clause
  - Termination Clause
  - Arbitration Clause
  - Liquidated damage Clause
  - Tax Liability Clause

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

## II. BID EVALUATION CRITERIA ( BEC):

The bids conforming to the terms and conditions stipulated in the tender 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)**



## ANNEXURE-I

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

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

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

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

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

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

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

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

Note :

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

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

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

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

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

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

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

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

For example

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

OR

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

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

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

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

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

## 7.0 Determination of LC

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

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

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

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

## 8.0 Calculation of LC and Reporting

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

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

## 9.0 Certification and Verification

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

9.1.2 At bidding stage:

a) Price Break-up

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

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

b) Undertaking by the bidder

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

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

c) Statutory Auditor's Certificate

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

9.1.3 After Contract Award

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

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

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

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

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

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

## 10 Sanctions

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

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

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

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

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

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

**Proforma of Bank Guarantee towards Purchase Preference – Local Content**

Ref. No. \_\_\_\_\_ Bank Guarantee No. \_\_\_\_\_  
Dated \_\_\_\_\_

To  
Oil India Limited

\_\_\_\_\_

India

Dear Sirs,

1. In \_\_\_\_\_ consideration \_\_\_\_\_ of

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

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

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

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

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

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

WITNESS NO.1

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

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

WITNESS NO.2

Attorney as per power of  
Attorney No. \_\_\_\_\_  
Dated \_\_\_\_\_

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

**Formats for calculation of Local Content in Goods:**

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

**CALCULATION OF LOCAL CONTENT- GOODS**

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

**Note:**

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

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

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

**( END OF ANNEXURE-I)**

ANNEXURE-III

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

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

Date \_\_\_\_\_

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

Sir,

Sub: Authorisation Certificate

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

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

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

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

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

**END OF ANNEXURE-III**



**PROFORMA-I**

**STATEMENT OF NON-COMPLIANCE**

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

<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.

## **PROFORMA-II**

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

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

WE KNOW ALL MEN by these presents that We (Name of Bank) \_\_\_\_\_ of (Name of Country) \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto Oil India Ltd (hereinafter called "Company") in the sum of (\_\_\_\_\_) \* for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents. SEALED with the common seal of the Bank this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

THE CONDITIONS of this obligation are:

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

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

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

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

Date:

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

**PROFORMA-III**

**FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)**

**Ref. No**

**Bank Guarantee No  
Dated**

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

Whereas ..... (herein after called 'the Seller') has undertaken, in pursuance of Order No. dated. ....to supply .....(description of Goods and Services) hereinafter called 'the Contract'.

AND WHEREAS it has been stipulated by you in the said Contract that the seller shall furnish

you a Bank guarantee by a recognized Bank for the sum specified therein as security for compliance with the Seller's performance obligation in accordance with the contract.

AND WHEREAS we have agreed to give the seller a Guarantee:

THEREFORE we hereby affirm that we are Guarantors on responsibility to you, on behalf of the

seller, up to a total of .....( amount of the Guarantee in words and figures) and we undertake to pay you upon first written demand declaring the Seller to be in default under the contract and without cavil or argument and sum or sums within the limits of. ....(Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

The Guarantee is valid until 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.**

\*\*\*\*\*

## PROFORMA-IV

### **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	<del>Whether Integrity Pact Proforma uploaded with technical bid?</del>	<del>Yes/No</del>
9.0	Whether confirmed to submit PBG as asked for in NIT?	Yes/ No
10.0	Whether agreed to submit Performance Security / Security Deposit within 15 days of the issue of Letter of Award/order?	Yes/ No
11.0	Whether quoted as per NIT (without any deviations)?	Yes/ No
11.1	Whether quoted any deviation?	Yes/ No
11.2	Whether deviation separately highlighted?	Yes/ No

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

**PROFORMA-VI****TECHNICAL / FINANCIAL CHECK LIST**

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

Sl. No.	REQUIREMENT	COMPLIANCE
1.0	Whether documents submitted for successfully executing at least 1(one) purchase order “supply of Computers & Printers” for Rs.8.30 lakhs in preceding 5(five) years from the original bid closing date.	Yes/ No
2.0	Whether OEM authorization certificate submitted as per Annexure III	Yes/ No
<del>3.0</del>	<del>Whether bidder has office setup in the Delhi NCR.</del>	<del>Yes/ No</del>
4.0	a) Whether bidder has submitted documents:  i) A certificate issued by a practicing Chartered/ Cost Accountants Firm with membership no. and firm registration no. certifying the Annual and nature of business. Or  ii) Audited Copy of Profit and loss account for last 03 (three years) ending March'2017. for “Average annual financial turnover during the last 3 (three) financial years, ending 31st March 2017, at least Rs.16.55 Lakhs	Yes/ No
5.0	Whether bidder has submitted documents for Net Worth for preceding financial accounting year.	Yes/ No

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

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

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

Sir,

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

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. **SLI7907P18** for **Supply of Computers & Printers**

Yours Faithfully,

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

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

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

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

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