



Oil India Limited
(A Govt. of India Enterprise)

Plot No. 19, Sector 16A, Noida – 201301, U.P.
Phone: 0120 - 2419000
Fax: 0120 - 2488310
E-mail: corp_c&p@oilindia.in
Web Site: www.oil-india.com

(FORWARDING LETTER)

Tender No.	LCP9140L19
Tender Date	05.09.2018
Bid Closing Date	12.09.2018
Bid Closing Time	14 : 30 Hrs.(IST)
Bid Opening Date	12.09.2018
Bid Opening Time	15 : 00 Hrs. (IST)

Dear Sirs,

- 1.0 Oil India Limited (OIL), a Govt. of India Enterprise, invites you to submit your competitive offer for "Directors' and Officers' Liability Insurance" to be continued w.e.f. 04.10.2018 for a period of one year i.e upto 03.10.2019.
- 2.0 Detailed Scope & Coverage along with terms and conditions of Insurance cover is enclosed as Annexure-I to the tender.
- 3.0 Offer should be complete in all respect without keeping any ambiguity and conforming to the "General Terms and Conditions" of the tender enclosed as Annexure-II.
- 4.0 Offers must conform in all respects to the terms & conditions of the tender. Deviations/ Exclusions Schedule of tender conditions, if any, should be high-lighted in Annexure-A enclosed to the tender. If there is no deviations to the tender conditions, bidders are requested to submit "Nil" report, duly signed and sealed in the enclosed Annexure-A.
- 5.0 The Bidders shall quote the Premium Rate and Total Premium as per the Price Schedule Format enclosed vide Annexure-B to the tender. The total premium will be inclusive of all expenditure to be incurred by the bidders and inclusive of applicable GST. No expenditure other than those quoted in Annexure-B(Price schedule Format) shall be entertained by OIL on any account. Terms & conditions of the Price Bid is enclosed as Annexure-C.
- 6.0 You are requested to submit your most competitive offer in a sealed envelope super scribing the following details :

OIL's Tender No.: _____
Bid Closing date : _____
Brief description of the job : _____
Name of bidder : _____

- 7.0 Offers must be addressed to:
Chief General Manager(C&P)
Oil India Limited
Plot No. 19, Sector-16A,
NOIDA-201 301

7.1 The sealed envelope containing the offer must be delivered at the office of the Chief General Manager(C&P) at above address latest by 2.30 PM (IST) on the Bid Closing date mentioned above.

7.2 Bidders, in their own interest, are advised to drop their bids personally in the Tender Box placed at the Office of General Manager(C&P) at the above address. Alternatively, they may send the same through Courier or by Post. OIL will not be responsible for any postal delay in delivery, wrong delivery or non-delivery of the bids by courier or post.

7.3 In case of unscheduled holiday on the Bid Closing Date, the Bid Closing Date / Time will get extended up to the next working day.

7.4 Offers or modifications to offers received after the Bid Closing Date / Time will not be considered.

6.5 Your offer must include :

- i) Tender No. & Date
- ii) Full description of the services offered.
- iii) **Price Schedule as per enclosed Annexure-B.**

7.5 All entries in the offer must be made in English. The prices shall be indicated both in figures and in words. In case of any discrepancy found in the quoted prices, the prices mentioned in words shall prevail. The total amount shall be calculated and rounded off to the nearest rupee.


8.0 Validity:

Offers must be valid a period of 90 (Ninety) days from the Bid Closing date. Bidder must indicate validity of the offer in the quotation failing which it will be construed that offer is valid for 90 (Ninety) days from the Bid Closing date.

9.0 Payment Terms: Bidders are requested to quote premium payment terms in their offer.

Thanking you,

Yours faithfully,
OIL INDIA LIMITED


(Bivash Das)
Manager Materials
For General Manager (C & P)
For Chairman & Managing Director

SCOPE & COVERAGE AND THE TERMS AND CONDITIONS OF INSURANCE COVER

I. SCOPE

Insurance cover shall provide cover against potential liabilities arising from each of the following amongst others:

- (i) (a) Liability of OIL, every individual Director and Officer of OIL arising out of any award, judgments, settlements, civil fines and penalties etc. awarded against a Director or Officer or the company.
- (b) Liability of the individual outside Directors of OIL (including Independent Director, officers nominated by OIL as Directors in other entities) and Officers of the Ministry of Petroleum and Natural Gas, Government of India, if any, associated with OIL.
- (ii) Liability of OIL where it has indemnified the individuals as referred to above.
- (iii) Liability against OIL with respect to Securities arising out of any award, judgments, settlements, civil fines & penalties.
- (iv) The Defense cost & legal expenses towards defending a potential action or allegation.

The Policy wordings offered by the insurer should be approved by IRDA for specific use by that insurer.

II. EXTENSIONS:

- i. Spousal Liability Coverage
- ii. Heirs, Estates & Legal Representatives.
- iii. Employment Claim.
- iv. Entity Employment Practices Liability extension cover up to Rs.1 crore.
- v. Retired Directors & Officers.
- vi. Outside Directorship (including officers nominated by OIL as Directors in other entities).
- vii. Bump up inclusions e.g. acquiring of new plant or new subsidiaries.
- viii. Worldwide Jurisdiction.
- ix. Discovery Period 1 year
- x. Insured vs. Insured defense costs.
- xi. Crisis Communication Cover upto Rs.1 crore.*
- xii. Assets and Liberty Costs including prosecution cost, bail bond, civil bond expenses etc..
- xiii. Cover for pollution related claims for defense costs and shareholder claims
- xiv. Advance Defense Costs.
- xv. Regulatory Crisis response cost
- xvi. Intellectual Property Right Infringement Cover

- xvii. The policy to cover fines and penalties on the members of the board of directors of OIL due to default of other companies /organization on which they are members of the board. This shall trigger when local cover of other company is exhausted /or is not available.

Any separate sub-limit other than above, should be clearly mentioned in the bid document.

III. EXCLUSIONS

The exclusions/deviations other than mandated by IRDA and other conditions be provided in the enclosed format attached as Annexure 'A'.

- IV. The Policy shall cover all the liabilities arising in India as well as any other country world-wide.

V. POLICY PERIOD

The insurance policy shall be for one year term from the date of issuance of the policy. The insurer will have no right to cancel the policy before the expiry of the policy period. Any stipulation in this regard in the policy terms and conditions shall be deemed to be null and void. The Policy may be renewed for a period of one year as per discretion of the Company.

VI. INSURED

The policy shall provide cover to OIL, its Directors, Company Secretary, Officers and Employees {only for employee related claims} and Outside Directors of OIL {including officers nominated by OIL as Directors in other entities}.

VII. LIMIT OF INDEMNITY /SUM INSURED

The limit of indemnity shall be Rs. 100 crores {Rupees One hundred crore only}

VIII. EXCESS

The amount of policy excess shall be Nil for personal liabilities arising on an individual insured {as per Para VI above}. In case of losses to the Company, arising within India or outside India, the excess amount is proposed to be kept at Rs. 1 lakhs only.

IX. ORDER OF PAYMENT

The Policy shall provide for payment of insurance proceeds first towards the liabilities of the individual insured {as per Para VI above} and the balance towards the liabilities of OIL.

X. ADVANCEMENT OF DEFENSE COSTS

The Policy shall provide for the payment of defense cost by the insurer in advance to the insured parties.

XI. SUBSIDIARIES

The Policy would extend coverage to the Directors and Officers & Employees (only in respect of employment claims) of both the existing subsidiaries as well as future subsidiaries.

XII. JURISDICTION

The laws applicable to this insurance policy shall be the laws in force in India. The courts of Delhi shall have exclusive jurisdiction in all matters.

XIII. RESOLUTION OF DISPUTES

Any dispute(s) or difference(s) arising out of or in connection with the insurance policy shall be to the extent possible shall be settled amicably between the parties.

All disputes or differences that couldn't be settled amicably shall be settled through AMRCD mentioned in DPE OMNO 4(1)/2013-DPE (GM) FTS-1835 dated 22.05.2018 modified time to time.

OIL INDIA LIMITED

(A Government of India Enterprise)
Plot No. 19, Sector 16A, Noida - 201301
Phone: 0120 - 2419000
Fax: 0120 - 2488310
E-mail: oilindia@oilindia.in
Web Site: www.oil-india.com

GENERAL TERMS AND CONDITIONS

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 . The Price Schedule shall be furnished by the bidder as per proforma vide Annexure - II. The prescribed proforma duly filled in and signed should be returned intact whether quoting for any service or not. When any service 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 Offered rates should be kept firm through completion of the Contract duration.
- 4.3 Taxes, duty etc, if any, should be shown separately. IF TAXES ETC. ARE NOT SHOWN SEPARATELY THE OFFER WILL BE CONSIDERED TO BE INCLUSIVE OF ALL TAXES, DUTIES ETC. AND WILL BE BINDING ON THE BIDDER.

4.4 INDIRECT TAXES / GST

4.4.1 For the purposes of levy and imposition of GST, the expressions shall have the following meanings:

- a) GST - means any tax imposed on the supply of goods and/or services under GST Law.
- b) Cess – means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017.
- c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.

4.4.2 The rates quoted by the bidders shall be exclusive of all taxes, duties and levies. Bidders are required to provide separately the rate and amount of all types of taxes, duties and levies. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax; if the finally assessed amount is on the higher side and OIL will have right to recover the difference in case the rate of duty/ taxes finally assessed is on the lower side. Further, it is the

- responsibility of the bidders to make all possible efforts to make their accounting /IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
- 4.4.3 Offers without giving any of the details of the taxes as specified above will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates or amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order will be binding on the bidder.
- 4.4.4 Bidders are required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profitteering 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 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.
- 4.7 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
- 4.8 **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. Total amount shall be calculated & rounded off to the nearest rupee.

4.9 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 liable for rejection. 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.

4.10 VAGUE AND INDEFINITE EXPRESSIONS:

Any vague and indefinite expressions will not be considered.

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 DOCUMENTS COMPRISING THE BID :

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

- a) Price Schedule in Annexure-B enclosed with the tender.
- b) Deviations/Exclusion Statement, in enclosed Annexure-A.
- c) Authorisation letter for attending Tender Opening (Refer Annexure - III)

7.0 SUBMISSION OF OFFER :

7.1 *In the event of receipt of only a single offer against the tender within the B.C. date OIL reserves the right to extend the B.C. date as deemed fit by the company. During the extended period, the bidders who have already submitted the bids on or before the original B.C. date, shall not be permitted to revise their quotation.*

7.2 Bidders, in their own interest, are advised to drop their offers personally in "TENDER BOX" at Contract & Purchase department at NOIDA. Alternatively they may send the same through Registered Post/courier. Oil India Limited will not be responsible for any delay, wrong delivery or non-delivery of the offers. No offer will be accepted after the bid closing date and time.

7.3 Bids must be submitted in original. No offer should be sent by Fax / E-mail /telephone unless specifically asked for in writing. Bids not complying with above will be rejected.

8.0 DEADLINE FOR SUBMISSION OF BIDS :

8.1 Offers must be received at the office of the Chief. General Manager(C & P), Oil India Limited at NOIDA by the Bid Closing Date & time mentioned in the tender.

8.2 Timely delivery of the offer at the above address is the responsibility of the bidder.

9.0 MODIFICATIONS AND CLARIFICATIONS OF BIDS :

9.1 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.

9.2 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.

10.0 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.

11.0 RETURN OF LATE BIDS :

- 11.1 Bids received after Bid Closing Date & time will be treated as "Late Bids". In case of tenders where Bid Security has been called for, the late bids shall be returned to the bidders immediately. In all other cases, the late bids will be destroyed by OIL.
- 12.0 **OPENING OF TENDERS :**
- 12.1 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 (in the form as per Annexure - III enclosed) must be produced to the Tender Opening Officer at the time of opening of tenders. Unless this letter is presented, the representative will not be allowed to attend the tender opening.
- 12.2 In case of any unscheduled holiday/Bandh on the bid opening date, the Bids will be opened on the next working day. Accordingly, Bid Closing Date / time will get extended up to the next working day.
- 13.0 **COMPLIANCE WITH TENDER :**
- 13.1 Bidder's offer must conform in all respects with the applicable specifications, terms and conditions of the tender. Any deviation from the tender specifications or terms and conditions must be clearly and explicitly stated. If the bidder does not superficially mention about any deviations from the tender terms and conditions, it will be construed that they have agreed to comply with all the terms and conditions of the tender.
- 13.2 OIL reserves the right to accept / reject any deviation in bidder's offer pertaining to the terms and conditions stipulated in this tender without assigning any reason.
- 14.0 **OIL'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.**
- 14.1 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.
- 15.0 **BANKING CHARGES :**
- All banking charges will be to the bidder's account.
- 16.0 **APPLICABLE LAW :**
- The Bidder 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 of any of his obligations which might have arisen before such permission was given.
- 17.0 **ARBITRATION :**
- All disputes and differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this Tender and consequent Contract or the breach thereof shall be mutually settled. However, in case no such mutual settlement is arrived at, the matter shall be settled by arbitration in accordance with the provision of arbitration of the Indian Arbitration & Conciliation Act, 1996 and any statutory modification or re-enactment thereof and the Rules made there under and for the time being in force. The venue of arbitration shall be at NOIDA/DELHI unless otherwise agreed by OIL
- ✓ In case of disputes, with the Public Sector Undertaking, the same shall be resolved as per DPE guidelines.
- 18.0 **CONFIDENTIAL INFORMATIONS :** The bidder shall treat as confidential all informations, written or verbal, supplied by OIL and shall use its best endeavors to ensure that such information is not divulged at any third party except with the consent of OIL where ever necessary for the purpose of performance of its obligations hereunder and subject to similar undertaking being obtained from such third parties to all information in like confidence other than information which at the time of proposed disclosure are within the public knowledge or in the bidder's possession..

Annexure-III

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. LCP9140L19

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. **LCP9140L19 for Directors' and Officers' Liability Insurance.**"

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Signature of Bidder: _____

Name: _____

Date: _____

DEVIATIONS / EXCLUSIONS SCHEDULE

Ref No. and Date

Bidder's Name and Address

Dear Sir,

We declare that the following are the only deviations and variations and exceptions / exclusions to the Insurance Coverage and services as outlined in your Bidding Documents. Except these deviations, subject to the approval and acceptance by OIL, the Insurance Coverage and Services shall be provided as per your requirements and bidding documents. Further, we agree that the additional conditions, if any found elsewhere in the offer other than those stated below, save those pertaining to any rebates/discount offers, shall not be given effect to :

STATEMENT OF DEVIATIONS & VARIATIONS/EXCLUSIONS	COST OF WITHDRAWAL OF DEVIATIONS AND VARIATIONS /EXCLUSIONS

DATE :
PLACE :SIGNATURE :
NAME :
DESIGNATION :
SEAL :ANNEXURE 'B'FORMAT FOR SUBMISSION OF FINANCIAL BIDSPRICE SCHEDULE

We hereby offer our Price quotes for Directors and Officers Liability Insurance with the Extensions as specified in Scope of Coverage and terms and conditions:

DIRECTORS AND OFFICERS LIABILITY INSURANCE

SL. NO.	COVERAGE	LIMIT	PERIOD	PREMIUM RATE	TOTAL PREMIUM (Rs.)

1.	Directors & officers Liability insurance including all other extensions and conditions as specified in scope of coverage and terms and conditions	Rs. 100 crores	One Year		
2	Goods & Services Tax (GST)				
	TOTAL Including GST (in figures)				

TOTAL PREMIUM (in words):-

1. **POLICY EXCESS / RETENTION AMOUNT**
 - a). Nil for personal liabilities arising on Individual Insured as mentioned at Para VIII of the Scope of Work and Terms and Conditions.
 - b). In case of losses to the Company the excess amount (retention amount) would be Rs. 1 lacs for claims arising within India or outside India.
2. The policy shall cover all the liabilities arising in India as well as any other Country.

Date: _____

Signature : _____

Place: _____

Name : _____

Designation : _____

TERMS AND CONDITIONS

ANNEXURE 'C'

FOR THE PRICE QUOTES

1. Premium rates and the total premium to be quoted by the Bidders will be in Indian Rupees only on firm price basis and shall remain valid during the currency of the Policy Cover.
2. The Bidders shall quote the Premium Rate and Total Premium as per Price Schedule of Bid Proposal Sheet. The Total Premium will be inclusive of all expenditures to be incurred by the bidders and inclusive of all applicable, Goods & Services Tax (GST), duties, levies and variations thereof. No expenditure other than those quoted in the Bid Proposal Sheet shall be entertained by OIL on any account. The prices shall be indicated both in figures and in words. In case of any discrepancy found in prices mentioned in words shall prevail. The total amount shall be calculated and rounded off to the nearest rupee.
3. The bid proposal shall remain valid for a period of 90 days from the date of opening the Bid. In exceptional circumstances, OIL may solicit the bidders consent for extension for the bid validity period.

Limited Tender No. LCP9140L19 dated 05.09.2018 has been issued to the following 3(Three) public sector companies.

The New India Assurance Company Limited
Delhi Regional Office – I
Jeevan Bharti Building, Tower –II, Level-5
124 Connaught Circus
New Delhi-110001

The United India Insurance Co. Limited
8th Floor, Kanchenjunga Building
18, Barakhamba Road
New Delhi-110001

National Insurance Company Limited.
Delhi Regional Office-I
Jeevan Bharti Building,
Tower-II, Level-2,
124 Connaught Circus
New Delhi-110001