

OIL INDIA LIMITED

(A Government of India Enterprise)

P. O. DULIAJAN - 786 602

ASSAM (INDIA)

FAX NO. : 0374-2800533

E-Mail : material @oilindia.in

GENERAL TERMS AND CONDITIONS

FOR INDIGENOUS TENDER

APPLICABLE TO BOTH PRESS AND LIMITED 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 proforma vide Annexure - II. The prescribed proforma duly filled in and signed should be returned intact 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 (despatching station) or FOR (destination) terms. Offered rates should be kept firm through delivery/despatch.
- 4.3 Offer should be submitted in Indian Currency only.

4.3 EXCISE DUTY:

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

4.4 SALES TAX :

- 4.4.1 In case of concessional CST @ 2 % (or any other rate as per the Act), necessary 'C' form shall be issued by OIL wherever applicable at the time of settlement of invoice. Wherever Assam General Sales Tax is payable by OIL, same shall be deducted at source for which Tax Deduction Certificate shall be issued.
- 4.4.2 Any other benefit/concession/exemption available at the time of delivery should be spelt out clearly by the bidders. In case such information is not furnished in the Bid, the offer will be loaded with the normal amount of tax applicable for the item for evaluation purpose. However, OIL reserves the right to place the order based on the tax indicated in the Bid which will be binding on the Bidder.
- 4.5 Taxes, Excise duty, if any, should be shown separately as indicated in the Annexure-II. IF TAXES ETC. ARE NOT SHOWN SEPARATELY THE OFFER WILL BE CONSIDERED TO BE INCLUSIVE OF ALL TAXES, DUTIES ETC. AND WILL BE BINDING ON THE BIDDER.

4.6 OTHER TAXES & LEVIES :

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

4.7 STATUTORY VARIATION:

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

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

- 4.8.1 All inclusive charges for Third Party Inspection must be indicated separately as shown in the Price schedule vide Annexure – II.

- 4.8.2 Offers without any mention about Third Party Inspection charges as specified above will be considered as inclusive of Third Party Inspection charges. When a bidder mentions Third Party Inspection charges as extra without specifying the amount, the offer will be loaded with maximum value towards Third Party Inspection charges received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, Third Party Inspection charges mentioned by OIL on the Purchase Order will be binding on the bidder.
- 4.9 **SAMPLES (When specifically called for in the tender):**
- 4.9.1 Bidder shall submit Samples of requisite quantity whenever called for. Each sample shall be sealed and have a card affixed indicating
- a) Bidder's name, address, contact Telephone No. & Email address
 - b) Tender No. and Bid Closing Date
 - c) Product Name
 - d) Item No. of the tender
- 4.9.2 Sample must be received on or before the Bid closing date failing which the offer will be rejected. The unsuccessful bidder should take back the sample submitted within 90 days from the bid closing date, failing which OIL will not have any responsibility towards safe custody of the same and OIL may dispose off the sample by any means deemed suitable.
- 4.9.3 Bidders who have been exempted from submission of tender sample through specific communication from OIL, need not submit any sample. However, they will be required to enclose a photocopy of the exemption letter along with their bid failing which their offers will be rejected.
- 4.10 **TRAINING (When specifically called for in the tender):**
- 4.10.1 Bidders shall indicate cost for training OIL's personnel separately whenever called for.
- 4.10.2 For training at Bidder's premises, only the training fee should be indicated by the Bidder. All charges towards to & fro fare, boarding/lodging and daily expenses etc. for OIL's personnel shall be borne by OIL.
- 4.10.3 For training at OIL's premises, the Bidder should quote training charges which should be inclusive of all charges of their personnel viz. to and fro air fares, boarding/lodging expenses and daily expenses etc. for the entire period. Local transport for commuting to the site at the place of training will be provided by OIL.

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

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

4.12 **DISCOUNT**

Prices should be quoted net of discount and no discount should be shown separately. Discount, if any should be merged with the quoted prices. Discount of any type, indicated separately as well as conditional discount, will not be taken into account for evaluation purpose. However, if an offer is found to be the lowest even without considering discount, OIL shall avail such discount at the time of placement of order.

- 4.13 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
- 4.14 **Bidders should offer firm prices.** Offered prices shall be both in figures and words and in case of any discrepancy between these two, the prices indicated in words will only be considered.
- 4.15 **CHANGE IN QUANTITY** : OIL reserves the right to increase / decrease the quantity. It will be obligatory on the part of the Bidder to supply ordered quantity at the offered rates.
- 4.16 **TECHNICAL LITERATURE**: Relevant technical literature must be submitted along with the offer whenever called for without which the offer shall be rejected.

4.17 **DELIVERY** :

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

4.18 **VALIDITY** :

Offers must be valid for acceptance for the minimum period of 75 days, unless otherwise specified, counted from the Bid Closing Date as indicated in the covering page. Offers without the minimum validity period will be rejected. In the absence of any categorical mention regarding validity of the offer, it will be construed that the offer is valid as called for in the covering page and it will be incumbent on the bidders to accept order, if any, when placed within such validity.

4.19 **VAGUE AND INDEFINITE EXPRESSIONS:**

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

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 for the amount as mentioned in the NIT and shall be in the prescribed format (Annexure IV) in one of the following forms:

- i) A Bank Guarantee from any nationalised scheduled Indian Bank. The Bank Guarantee shall be valid for six months from the bid closing date and shall be enforceable at Duliajan/Delhi/Kolkata/Guwahati.
- ii) Bank draft in favour of OIL INDIA LIMITED and payable at Duliajan.

- 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 (Annexure V) against the Purchase Order secured by the bidder within the stipulated time frame. The successful bidder will however, ensure that 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 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 30 days of placement of order or before the expiry of Bid Security (unless extended), whichever is earlier.

6.8 Exemption of Bid Security:

- 6.8.1 Small Scale Industries (SSI) registered with NSIC/Directorate of Industries under Single Point Registration Scheme (and not their dealers/ distributors) are exempted from submitting Bid Security for the items they are registered with NSIC/ Directorate of Industries provided they submit their offer for their own product. Valid registration certificate with NSIC/ Directorate of Industries indicating the category of item and the monetary limit for which they are registered must be enclosed along with the Bid without which the bidder will not be entitled for exemption.
- 6.8.2 Public Sector undertakings are exempted from submitting Bid Security.

7.0 PERFORMANCE SECURITY :

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

- 7.1 The successful bidder shall furnish the Performance Security in the form enclosed (Annexure V) herewith within 30 days of the receipt of Letter of Intent / order failing which OIL reserves the right to cancel the order 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 encashed and the proceeds thereof shall be forfeited without any further reference to the Seller/Bidder.
- 7.3 The Performance Security shall be denominated in the currency of the contract and shall be in the form of a Bank Guarantee.
- 7.4 The Bank Guarantee will have to be given from the nationalised scheduled banks on non judicial stamp paper of requisite value, as per the Indian Stamp Act, and stamp paper should be in the name of the issuing bank.
- 7.5 The Bank Guarantee issued by the Bank amongst others must contain the following particulars of the Bank:
- (a) Full Address

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

- 7.6 In case, the Performance Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the signatures of fake official of the Bank, the LOI/Purchase Order issued/placed on the Supplier shall be treated as cancelled forthwith and the bidder shall be debarred from participating in future tenders. Further, the Bid Security submitted by such Supplier shall be invoked without any further reference.
- 7.7 The Bank Guarantee shall be enforceable at Duliajan / Delhi / Kolkata / Guwahati or as specified in the order.
- 7.8 Performance Security for capital nature items like plant and machinery etc. shall be valid for 12 months from the date of commissioning or 18 months from the date of despatch whichever concludes earlier. However, for consumables like chemicals, cement, tubular etc. the Performance Security shall be valid for 12 months from the date of despatch. The validity requirement of Performance Security specified in the main order is assuming despatch within stipulated delivery period. In case of any delay in despatch, validity of the Performance Security is to be extended suitably as aforesaid.
- 7.9 Performance Security will be discharged by the Purchaser and returned to the Seller, within 30 days of its expiry of validity including any extension sought thereof in case of no claim on seller by the purchaser.
- 7.10 Performance Security amount will not accrue any interest.
- 7.11 **Exemption of Performance Security :**
- 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

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

- a) Price schedule (Refer Annexure-II)
- b) Bid must accompany necessary literature/catalogue of the equipment as well as of the spare parts catalogue thereof, wherever required.
- c) Exceptions/Deviations Statement, if any
- d) Authorisation letter for attending Tender Opening (Refer Annexure III)
- e) Bid Security, wherever required.
- f) Confirmation about the Performance Security, wherever required

8.2 In case of Press Tenders, Bidders should enclose the proof of purchase of tender document.

9.0 SUBMISSION OF OFFER :

9.1 SEALING AND MARKING OF BIDS :

9.1.1 Offers should be sent in triplicate in double sealed envelope.

9.1.2 The original offer in bidders own original letterhead duly signed by authorised signatory and stamped should be marked as ORIGINAL and the two copies as DUPLICATE & TRIPLICATE. All the three copies of offer should be put in a sealed envelope bearing the following details on the left hand top corner:

- i) Oil India Ltd.'s Enquiry No.
- ii) Bid closing date
- iii) Brief Description of materials
- iv) Bidder's Name, official address with Phone Nos. & Email address.

NOTE : Bidder's Name, Address, Phone Nos., Email address as described above should be indicated on the inner envelope to enable OIL INDIA LTD to return the late bid to the bidder, if necessary.

- 9.1.3 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 bidder who have already submitted the bids on or before the original B. C. date, shall not be permitted to revise their quotation.
- 9.1.4 The sealed inner envelope containing the offers should then be put in another envelope bearing the following address:

Head Materials
Oil India Limited
P. O. Duliajan - 786 602
ASSAM (INDIA)

9.2 Special methods of marking & sealing where tender is called under “TWO BID SYSTEM” & “TWO STAGE BIDDING SYSTEM” :

- 9.2.1 In case of **TWO BID SYSTEM**, bidders shall prepare the technical and commercial bids in triplicate separately and shall put these in two separate envelopes marked as “Techno-commercial “Unpriced Bid” and “Priced Bid”. Both the envelopes containing the “Unpriced Bid” and “Priced Bid” should be superscribed with Bid Closing Date., enquiry no, bidder`s name and brief description of materials, and sealed and then put inside another envelope superscribing the enquiry no., Bid Closing Date, bidder`s name and brief description of materials. The “Unpriced Bid” shall contain all techno-commercial details except the prices which shall be kept blank. The “Priced Bid” must contain the price schedule and the bidder`s commercial terms and conditions. The bid bond in original should be submitted along with the technical bid.
- 9.2.2 Under **TWO STAGE BIDDING SYSTEM**, bidders are required to submit only the Techno-commercial “Unpriced Bids” in the first stage. The “Priced Bids” will be submitted at a later date when called for by OIL.
- 9.3 Any offer not complying with the above submission procedure will be rejected.
- 9.4 Bidders, in their own interest, are advised to drop their offers personally in “LOCAL TENDER BOX” at Materials Department’s office at Duliajan. Alternatively they may send the same through Registered Post/courier. Oil India Limited will not be responsible for any delay, wrong delivery or non-delivery of the offers. No offer will be accepted after the bid closing date and time.
- 9.5 **Bids must be submitted in original.** No offer should be sent by Telex / Cable / Fax / E-mail/ telephone unless specifically asked for in writing. Bids not complying with above will be rejected.

10.0 DEADLINE FOR SUBMISSION OF BIDS :

- 10.1 Offers must be received at the office of the Head Materials, Oil India Limited at Duliajan, Assam (India) by the Bid Closing Date & time mentioned in the Notice Inviting Tender (NIT).
- 10.2 Timely delivery of the offer at the above address is the responsibility of the bidder.

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 RETURN OF LATE BIDS :

- 13.1 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.

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 (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.
- 14.2 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.

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 despatch documents. The certificate issued by the Third Party Inspection Agency must specify that the inspection has been carried out for the material to be supplied to OIL INDIA LIMITED and inspection has been carried out as per the scope of inspection stipulated in OIL's Purchase Order. The certificate should also specify OIL's Purchase Order Number.

18.0 PACKING :

18.1 Packing of goods must be sufficiently robust to withstand multiple handling during transit for delivery to their final destination so that contents do not get damaged. Protection of the plant and equipment against corrosion or deterioration must be given special attention.

18.2 Machined steel and iron parts are to be heavily greased / varnished as a prevention against rust.

18.3 In the case of internal combustion engines, compressors and similar equipment, internal parts are to be sprayed with an inhibitor or water splitting preservative and all openings covered with tape to prevent ingress of water.

18.4 Boxes / Packing cases containing electrical / electronic equipment are to be waterproof lined.

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 :

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

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

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 Despatch :**

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

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

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

20.0 INSURANCE :

20.1 Transit insurance will be arranged and paid for by OIL for all orders other than FOR Destination orders. The Bidder/seller will be required to intimate the insurance agency (which will be specified in the Purchase Order) regarding the despatch details immediately after despatch. The Sellers have to arrange the transit insurance at their cost in case of orders placed on FOR Destination basis.

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

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.

21.0 **BANKING CHARGES:**

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

21.0 **ADVANCE PAYMENT:**

21.1 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.

21.2 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.

21.3 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.

21.4 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 despatch 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 Duliajan 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 Duliajan 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 Bids received after Bid Closing Date and time shall be rejected. Also, modification of Bids received after Bid Closing Date/time shall not be considered.

33.4 Offers received from unsolicited parties shall not be considered and rejected.

33.5 Bids shall be typed or written in indelible ink and Original bid shall be signed by the bidder or his authorised representative on all pages failing which the bid shall be rejected.

33.6 Offers received through Telex / Cable / Fax / E-mail/telephone shall be rejected unless specifically asked for in writing. Similarly offers received as xerox/ photocopy which is not on original letterhead of the Bidder & not duly signed & stamped will be rejected.

33.7 Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initialed by the person (s) signing the bid. Any bid not meeting this requirement shall be rejected.

- 33.8 Any offer containing incorrect statement will be rejected
- 33.9 Bids without original Bid Security as per Para 6.0 (wherever called for) and confirmation regarding submission of requisite Performance Security as per Para 7.0 (wherever called for) shall be rejected.
- 33.10 Bids not submitted in compliance with Special methods of marking & sealing under Two Bid / Two Stage Bidding system mentioned in Para 9.2 (whenever applicable) will be rejected.
- 33.11 Bids not submitted in compliance with Para 4.9.2 regarding submission of samples (whenever applicable) will be rejected.
- 33.12 Any mention of price details in the technical bid in case of single stage two bid system.

34.0 BID EVALUATION CRITERIA :

- 34.1 Bids which are found to be responsive and meeting the requirement both specification wise and terms and conditions in the enquiry will be considered for final evaluation.
- 34.2 Each item shall be normally evaluated independently unless otherwise stated.
- 34.3 In the event of computational error between unit price and total price, unit price shall prevail and adopted for evaluation.
- 34.4 Similarly, in the event of discrepancy between words and quoted figure, words will prevail.
- 34.5 Preference to Public Sector Undertaking and Small Scale Industries etc. will be given as per prevailing Government Guidelines as applicable on bid closing date.
- 34.6 At the time of evaluation of the offers, past performance of similar equipment supplied by the bidder as well as after-sales service, supply of spares, etc. in respect of such equipment by the concerned bidder will be considered / evaluated. If the same are not found to be satisfactory as already communicated to the bidder, the offer may be considered as unacceptable offer and rejected.

34.7 **Considering the nature of the item, if the product offered by the lowest acceptable bidder is not field proven in OIL, purchaser at its discretion may place a trial order to the extent of 25% (maximum) only and balance quantity will be procured from other competitive bidders whose product has been field proven in OIL.**

35.0 COMPARISON OF OFFERS :

35.1 Comparison of the bids will be done on total F.O.R. destination cost basis to ascertain the lowest bid. Railway freight in case of bulky consignments (forming rake loads) and road freight for others will be considered for arriving at the FOR destination cost.

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.

ANNEXURE-II

PRICE SCHEDULE

To
 Head Materials,
 Oil India Limited,
 P.O. Duliajan-786602
 Dist. Dibrugarh, Assam

Enquiry No.

With reference to your above enquiry we quote our best prices as under :

Enquiry Item No.	Brief Description	Quantity	Unit	Unit Price (In figure)	Unit Price (in words)

- Total Ex-works price :
- Packing & Forwarding charges :
- Third Party Inspection charges if any :
- Excise Duty :
- Sales Tax :
- Other charges (Please specify) :
- Total FOR Despatching Station :
- Name of Despatching station :
- Erection and Commissioning Charges if any :
- Firm freight upto Duliajan by Road / Rail / air / Courier :
- Transit Insurance if any :
- FOR Duliajan value :
- Delivery Period :
- Validity :
- Payment term :
- Bid Security if any :
- Whether performance security (if applicable) would be submitted in the event of order placement : Yes / No
- Name of original manufacturer :
- Other terms if any :

We agree to all the terms and conditions given in Annexure MM/TENDER/LP/01/06 of the Tender Document. We confirm that material will conform to OIL's specification.

 SIGNATURE OF WITNESS

Full Name :
 Address :
 Date :

 SIGNATURE & SEAL OF TENDER

Full Name :
 Address :
 Date :

ANNEXURE-III

To
Head Materials,
OIL INDIA LIMITED,
P.O. DULIAJAN-786602
ASSAM

Dear Sir,

Sub : Your Enquiry No.....

For

Mr. /Mrs. has been authorised to be
present at the time of opening of the above Enquiry due on
At Duliajan on my/our behalf.

Yours faithfully,

ANNEXURE-IV

BID SECURITY FORM

Whereas
(hereinafter called 'the Bidder') has submitted their Bid No.
dated..... against OIL INDIA LIMITED, DULIAJAN, ASSAM, INDIA (hereinafter
called the Purchaser)'s Enquiry No.....
for the supply of
(hereinafter called 'the bid'
KNOW ALL MEN by these presents that we
Of having registered office at
.....
(hereinafter called 'the bank') are bound unto the Purchaser, in the sum of
for which payment will and truly be made to the said Purchaser, the Bank binds itself, its
successors and assigns by these presents.

THE CONDITIONS of this obligations are :

1. If the Bidder, withdraws their bid during the period of bid validity specified by the Bidder or
2. If the Bidder, having been notified of the acceptance of their bid by the purchaser during the period of bid validity :
 - a) fails or refuses to accept the order, or
 - b) fails or refuses to furnish the performance security.

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

This Guarantee will remain in force upto and including sixty (60) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

Sealed with the
Said Bank this day of ...

.....
Signature of the Bank.

PERFORMANCE SECURITY FORM

To
Oil India Limited,
Duliajan-786602,
Assam

WHEREAS
(name of the Seller)

hereinafter 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 with a Bank Guarantee by a recognised Bank for the sum specified therein as security for compliance with the Seller's performance obligations in accordance with the Contract.

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

THEREFORE we hereby affirm that we are Guarantors and responsible to you, on behalf of the Seller, upto 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 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.

This Guarantee is valid until the day of

Signature of the Bank
