



Oil India Limited
(A Govt. of India Enterprise)

Plot No. 19, Sector 16A, Noida – 201301, U.P.
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Tender No. : OIL 62/7/ ENQ - 541
Tender Date : 02.02.2011
Bid Closing On : 01.03.2011 at 14:30 hrs. IST)
Bid Opening On : 01.03.2011 at 14:30 hrs. (IST)
Bid Type : Single Bid
Bid Security Amount : Not Applicable
Performance Guarantee : Not Applicable

Sirs,

We, Oil India Limited (OIL) is a premier Public Sector oil company under the administrative control of Ministry of Petroleum and Natural Gas, Govt. of India, invite you to submit your firm quotation for "Enhancement of Security System and Visitors Management System at our Corporate Office at OIL House, Plot # 19, Sector-16A, NOIDA" as specified in the enclosed **Annexure-I** complete in all respect without keeping any ambiguity and conforming to the "General Terms & Conditions" (Document No. MM/OIL-DEL/ INDIGENOUS-PUR/2011) enclosed.

Please quote your rates strictly as per the format (**Annexure-IIA**) enclosed. It is essential that your quotation must reach us before the **Bid Closing Date** as indicated above failing which offer will be rejected. Your special attention is drawn to the followings:

- 1.0 a) The sealed quotation should be sent to the following address:
Sr. Adviser (C &P)
OIL INDIA LIMITED
Plot No. 19, Sector 16 A
NOIDA - 201301.
- 1.0 b) Your offer must include:
 - i) Tender No. and Date
 - ii) Full description of the service offered
 - iii) Your rates as per the format enclosed
 - iv) Any deviation in specification.
 - v) Validity of minimum 60 days from the bid closing date.
 - vi) Any Tax, Duty, etc., if applicable (If taxes are not shown separately, the offer will be considered to be inclusive of all taxes, duties etc.)
- 2.0 Incomplete quotation will be summarily rejected.
- 2.1 Quotation must be submitted in **Triplicate Sets**.
- 2.2 Bid Rejection Criteria (BRC) and Bid Evaluation Criteria (BEC) vide **Annexure-II** shall be applicable to this Tender.
- 2.3 Technical Check-list (Data Sheet) and Commercial Check-list vide **Annexure-III** should be filled-up and submitted along with the offer.

Thanking you and awaiting your early response.

Yours faithfully,
OIL INDIA LIMITED

(P.R. Roy)
Senior Materials Manager
For Sr. Advisor (C & P)
For Chairman and Managing Director

Scope of Work and Detailed Specifications

- 1.1. The requirement under this tender is for supply, installation & commissioning of **Security Access System** comprising of Access-Control system, visitor's management System and Attendance monitoring system at OIL's Corporate Office at Plot- 19, Sector-16A, NOIDA which is a six storied building with a basement.
- 1.2 The entire job of supply, installation & commissioning of Access-Control system, Visitor's Management System and Attendance monitoring system will be done on a turnkey basis and handed over to OIL.

A. Scope of Work:

1.1 Access Control system :

- 1.1.1 It is proposed to provide an electronic access control system (Proximity type of smart card with Biometric (thumb/finger impression) based system) to ensure that only authorised persons are allowed to enter the building as may be designated by OIL from time to time at their respective/ authorised time which shall be programmable dynamically for various cards and for different time zones.
- 1.1.2 For this purpose, it is proposed to use Proximity type of Smart Cards with features of biometric (thumb impressions) based access control. It is proposed to have control for entry only. A bypass switch should be provided for exit.
- 1.1.3 The proposed system must be integrated with the existing Building Management System (BMS). In case of fire alarm activated by BMS alarm activated by BMS all access controls should be disabled.
- 1.1.4 Atrium: The atrium at the ground floor at present does not have any access control. The vendor is required to install two (02) nos. of flap barriers at ground floor in atrium area to restrict the entry through stairs and lift (as shown in the diagram).
- 1.1.5 Each flap barrier should have biometric readers and card readers (configured in OR connection) to enable the user to use either of them in operating the flap barrier while entering or exiting from the stairs/lifts.
- 1.1.6 One Flap Barrier out of the two must be wide enough for a wheel-chair to pass through.
- 1.1.7 Individual Floors and Basement: The vendor is required to install access control/Biometric at each floor as described in Annexure-A (enclosed).
- 1.1.8 The proposed system may be integrated with the existing access control system installed by M/s Honeywell or vendor may propose a suitable better system integrating the existing access control card readers and locks to the maximum extent possible.
- 1.1.9 The vendor may visit the site to assess the capabilities and health of the existing access control system of M/s Honeywell before submitting their offer.
- 1.1.10 The access control at the 4th floor will be both through biometric and card reader with Proximity type of Smart Cards with features of biometric (thumb impressions) based access control.
- 1.1.11 The vendor has to supply necessary controllers, cables, connectors, conduits etc to make the project functional.
- 1.1.12 All civil jobs related to laying of cables, fixing of flap barriers, readers and locks etc will be vendor's responsibility.
- 1.1.13 For the entry to the rooms on different floors, doors are proposed to have electromagnetic lock/strike controlled by card reader and controller.
- 1.1.14 The card reader should be capable to read the card from atleast a distance of 5 cms. The system should be capable of transferring the data to the computer provided for the purpose.
- 1.1.15 In case of power or communication failure, the reader/controller should be able to function independently and upon restoration of power should get transferred to the computer memory.
- 1.1.16 The Battery back-up provided shall be for 8 hours and should support operation of lock/strike . Further the battery provided shall be chargeable type and the charger is included in the scope of the work.
- 1.1.17 Besides the usual features of the access control software such as keeping a record of entry, exit, time of entry/exit, the software shall have the following features also :
 - (a) Brief bio-data of individual, such as blood group, date of birth, identification marks, department, grade etc. in the system.
 - (b) Raising audio/visual alarm in case of

- (i) Presenting invalid cards;
- (ii) Keeping the entry door forcibly open beyond specified and preprogrammed time;
- (iii) Failure of any card reader ;
- (iv) Failure of door operating mechanism to respond ;

- 1.1.18 System/Equipment requirements The system shall be scalable and shall permit expansion of both the capacity and functionality through the addition of controllers, card readers etc.
- 1.1.19 The system shall incorporate the necessary hardware/software comprising broadly of proximity type of smart cards, Bio-metric cum smart card readers , smart card readers, controllers, electromagnetic door lock/strike, PC interface cards etc. to meet the scope and requirements as stated above.
- 1.1.20 Supply of all components required for meeting the intent of the scope of work and specifications, whether or not mentioned separately in the BOQ , is included in the scope of the work.

1.2 Visitor's Management System :

- 1.2.1 A sound Visitor's Management System should be provided. The system should be capable of keeping records of visitors in a database and should be able to query / fetch records pertaining to regular visitors.
- 1.2.2 The visitors may be given pre-programmed access cards (as detailed above) so that their access is limited to the floor where they want to visit. For example a visitor intending to go to first floor should not have access to other floors.
- 1.2.3 The pre-programmed card may have different color ribbons or cards so that it is easily identifiable to security persons for monitoring the movement of the visitors. Color schemes to be finalized in consultation with OIL.
- 1.2.4 The software for Visitor's Management System should be made available on a branded PC/Server with required specification. A heavy duty laser printer may also be provided to carry out the printing jobs, if any.

1.3 Attendance Monitoring System :

- 1.3.1 A sound Attendance Monitoring System should be provided. The system should be capable of keeping records of employees in a database and should be able to query/fetch records to generate reports as required by OIL.
- 1.3.2 Three dedicated biometric readers should be provided in the atrium area as the designated place.
- 1.3.3 All the three biometric readers should work in tandem and transactions captured should be stored in same database in a branded PC/server with required specification. This PC/server should be separate from the one used for Visitors' Management System.

B. Detailed Specifications

1.0 Cards :

- 1.1 The access control cards shall be proximity type of smart cards capable of being read/processed by the reader from a distance of atleast 10 cm from the card reader.
- 1.2 The vendor shall clearly intimate the basic material of the card along with dimensions and other technical details.
- 1.3 The card shall be stable under different conditions of temperature and humidity and shall be able to withstand rough handling.
- 1.4 Each card shall have uniquely identifiable serial number.
- 1.5 The radiation level, emitted by the card, if any, shall be within the limits and shall conform to AERD Standards.
- 1.6 The card shall be strong and shall not bend or get damaged during usage or while keeping it in pockets.
- 1.7 The cards shall have sufficient space for printing personal details such as name, designation, department, employee number, Residence address, date of birth, blood group etc.
- 1.8 The cards offered shall be free from radioactivity, shall be tamper proof, environmentally acceptable and shall not be hazardous to people.
- 1.9 The device for changing the contents of the chip shall also be provided.

- 1.10 The capacity of the smart chip shall be sufficient (minimum 1 KB) to have all the aforesaid personal information besides the following :
 - 1.10.1 A unique number identifiable/readable only by the card reader
 - 1.10.2 Finger print details (minimum two per users)
 - 1.10.3 Personal identification marks etc.
 - 1.10.4 Date of joining OIL's service

2.0 Card Readers :

- 2.1 Bio-metric cum proximity type smart card Reader - the access control at designated entry points shall be provided with the above type of card reader. These shall also be capable of working as enrolment device for registration of new users.
- 2.2 The proposed Access system can be made de – activated in Emergency cases. Output for the same may be taken from existing Fire Panel.
- 2.3 Proximity type smart card Reader - Each of the access control at other entry points shall be provided with the above type of card reader.
- 2.4 In addition to the card reader, one exit bypass switch shall also be provided.
- 2.5 The above card readers shall be vandal resistant, temper proof and shall be capable of accepting and reading the card from a distance of atleast 10 cm.
- 2.6 The performance of the card reader shall be stable even in adverse operating conditions of temperature, humidity, dust etc.
- 2.7 Accumulation of dust or moisture on the reader or card shall not affect code reading.
- 2.8 They shall communicate with the controller/computer as the case may be and as required for the system operation and shall be compatible with controller / computer.
- 2.9 The card readers shall be mounted on one side of the access doors for entry.
- 2.10 The card readers shall draw power from the controller.

3.0 Controller :

- 3.1 The system quoted/offered may have an interface (controller) between the card reader and the computer.
- 3.2 If such an interface is not provided then the function of the controller as described below shall also be built in the card reader itself.
- 3.3 The controller shall be compatible with the reader and the computer.
- 3.4 The controller can have connectivity or control over one or more card readers and access control devices.
- 3.5 In case of failure of the computer or failure of communication between the computer and the controller, the controller shall act independently and shall be capable of full and complete functions except for those assigned to the computer.
- 3.6 Accordingly, the capacity of the processor on the Controller shall be sufficient to keep the vital information about all valid cards. Once the computer is brought back into operation or the communication resumes, the processor shall down load the details of the transaction on to the computer during such failures.
- 3.7 The Controller, on verification of the cards presented, either grant or deny access as the case may be, by operating the control device such as door lock / strike.
- 3.8 The controller shall have power supply unit with battery back-up to retain the programme and details of transactions in case of power failure for atleast 8 hours.

4.0 Lock/Door Strike :

- 4.1 The electromagnetic lock shall be suitable for installation on single leaf door with aluminium frame/wooden frame with paneled or glazed shutter.
- 4.2 The lock shall be provided with a manual over-ride key for use in case of failure/emergency.
- 4.3 The lock shall draw power from the controller for its regular operations.

5.0 Cabling :

- 5.1 All the power supply, control and communication cables shall be of the required size and type.
- 5.2 Power and control cables shall be armoured / unarmoured copper conductor cables while the communication data cables shall be of twisted pair copper nylon taped and drained and provided with overall shielding, earth drain and sheath.
- 5.3 The cable shall be laid either in concealed way in embedded pipes/conduits or sleeves as required to suit the site condition.
- 6.0 To make the system operational, the personal information, access levels etc. of all the users will be furnished by OIL. The contractor shall prepare all the smartcards and enter the information on the system and the cards. Subsequent amendments to these details will be carried out by OIL. However, all necessary help shall be rendered by the contractor.

7.0 Attendance Monitoring System :

- 7.1 Three Biometric Scanners/readers. The reader should have following features :-
 - 7.1.1 False Acceptance Rate (FAR) <.01%
 - 7.1.2 False Rejection Rate (FRR) <.01%
 - 7.1.3 Operating temperature: 5° C to 55° C
 - 7.1.4 Template storage capacity >+7000 nos.
 - 7.1.5 Verification time < 1 sec
 - 7.1.6 Fingerprint identification speed: 3000 match in 1 second.,
 - 7.1.7 USB Memory slot/ Ethernet connectivity.
- 7.2 Cables and connectors with installation
- 7.3 Soft-Ware with following features:-
 - 7.3.1 Creation of data base and PIN for each employee (apx.400).
 - 7.3.2 Generation of reports periodically, (weekly, fortnightly or monthly) employee code wise.
 - 7.3.3 Connectivity with server hosting the data base and the software.
 - 7.3.4 Backup option.
 - 7.3.5 Software is to be customized as per our requirement to include other features like leave management.

8.0 Retractable Flap Barrier :

- 8.1 SS stainless steel casings with drive mechanism,
- 8.2 Micro processor based control panel and optical sensors.
- 8.3 Opening time: 0.5 seconds.
- 8.4 Drive systems incorporate highly reliable torque controlled DC Servo motor.
- 8.5 Passage clearance minimum 500 mm for one (Narrow).
- 8.6 Passage clearance minimum 900 mm for other (suitable for passing through a wheel chair) (Wide).
- 8.7 High throughput.
- 8.8 Optical beams for safety movements.
- 8.9 Bi-directional control.
- 8.10 Entry & exit should be controlled by biometric cum proximity card reader (in OR configuration).

9.0 Hardware and Software :

- 9.1 The branded Computer of reputed make like Dell /Wipro /Accer/ IBM/ HP/ HCL for the access control software shall be provided by vendor. The same computer may host the soft ware for Attendance Monitoring System also. The application software shall be supplied with the license in the name of OIL. The controllers and card reders shall be supplied with relevant software embedded.
- 9.2 The separate branded Computer of reputed make like Dell / Wipro / Accer / IBM /HP /HCL for the Visitor's Management System software shall be provided by vendor. The software shall be supplied with the license in the name of OIL.

General Notes for Bidders:-

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

- 1.0 Bidder should indicate the name of manufacturer of offered product.
- 1.1 Materials shall be brand new, unused & of prime quality.
- 2.0 Delivery, Installation and Commissioning:
- i) Delivery, installation, configuration and commissioning at OIL House, Plot # 19, Sector-16A, NOIDA to be completed within 30 days from the date of receipt of the order. Mobilisation period is 6 (six) days from the date of receipt of the order.
 - ii) The successful bidder shall install the system(s) as per the approved design and detailed discussions held with OIL team.
 - iii) On successful completion of the Installation and proper tuning of the system(s), supplier shall submit the installation report along with system(s) configuration report, results of diagnostic tests run etc. to OIL
- 2.1 Installation/ Commissioning charges must be quoted separately on lumpsum basis which shall be considered for evaluation of the offers. Total Nos. of days required for commissioning shall also be clearly indicated by the bidders.
- 3.0 Warranty:
The hardware/ software supplied as part of this tender shall be covered under onsite warranty for a period of 1 (one) year from the date of successful installation and commissioning of the system.
- 4.0 Comprehensive Annual Maintenance Contract:
OIL reserves the right to enter into an Annual Maintenance Contract with the successful bidder after the warranty period on its sole discretion for a period of 2 (two) years on yearly renew basis as per the requirement.
- 4.1 Vendor shall quote for comprehensive annual maintenance service contract (CAMC) for the system offered by him for a period of 2 years after completion of warranty period separately on lumpsum basis which shall be considered for evaluation of the offers. Any parts / components , whatsoever needs replacement during the above mentioned period shall be provided and installed by vendor without extra cost.
- 4.2 Periodical checking for all equipments operation and diagnosis, routine checking and cleaning, annual preventive maintenance/overhauling as required for smooth and trouble free operation of package shall be carried out by the contractor.
- 4.3 In case of AMC the Contractor has to furnish a performance guarantee of amount equivalent to 7.5% of 1 (one) year AMC value and valid for a period of 6 (six) months beyond the AMC period within 30 days from the date of receipt of the notification of award.
- 5.0 Payment Terms:
- 5.1 80% after receipt of material at site.
 - 5.2 20% after testing, commissioning and handing over the system to OIL.
- 6.0 Liquidated Damages / Penalty Terms :
- 6.1 Failure to deliver, install, configure, commission and implement within 30 days from the date of receipt of order will attract liquidated damages @ 0.5% of the total value of the order for every week's delay, subject to a maximum of 7.5% of the total order value.
 - 6.2 For AMC : Failure to repair / replace the defective parts or rectify the fault under contract within 24 hours from the time of reporting will attract penalty @ Rs.500/- per day subject to a maximum of 7.5% (seven point five) of the total evaluated value of the contract for the 1st year.
- 7.0 If any of the Clauses mentioned in this Annexure contradict the Clauses of GENERAL TERMS AND CONDITIONS FOR INDIGENOUS TENDER, those in this Annexure shall prevail.

Bid Rejection Criteria (BRC) & Bid Evaluation Criteria (BEC)

(I) BID REJECTION CRITERIA (BRC)

The bid must conform to the specifications and terms and conditions given in the enquiry. Bid will be rejected in case the items offered do not conform to all the required technical 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.

- 1.1 Bids not submitted in specified format (Schedule of Rates) will summarily be rejected.
- 1.2 Unsolicited offers will be rejected straightaway.
- 1.3 Bidder shall have to quote for all items as specified in Tender. Partial offer will be considered as non-responsive and rejected.
- 2.0 Bids with lesser validity will be rejected.
- 3.0 Bidders must confirm that Goods, materials or plant(s) to be supplied shall be new of recent make and of the best quality and workmanship and shall be guaranteed for a period of twelve months from the date of commissioning against any defects arising from faulty materials, workmanship or design. Defective goods/materials or parts rejected by OIL shall be replaced immediately by the supplier at the supplier's expenses and no extra cost to OIL.
- 4.0 In case of AMC the Contractor has to furnish a performance guarantee of amount equivalent to 7.5% of 1 (one) year AMC value and valid for a period of 6 (six) months beyond the AMC period within 30 days from the date of receipt of the notification of award of contract. Offers not complying with this clause will be rejected.

(II) BID EVALUATION CRITERIA (BEC)

The bids conforming to the specifications, 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:

- 1.0 Comparison of bids will be done on the basis of "Grand Total Value)" as per the Price Schedule enclosed as **Annexure-IIA**
- 2.0 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.

Schedule of Rates**Security Access System**

Sl. No	Item Description	Quantity	Unit (Rs)	Rate	Total (Rs.)
1	Four reader control panel with PS cabinet power supply with on board IP, remote, telnet & web browser interface.	10 Nos.			
2	Standalone Biometric Terminal & car reader with power supply unit is required separately.	8 Nos.			
3	Smart Proximity Card (with ID card capacities)	400 Nos.			
4	Card Holder Extender – The retractable card holder extender features a durable metal case with 80cm pull cord and clip for attaching ID Badge Holders or light keys.	300 Nos.			
5	Lanyard - High quality different colours ID card lanyard with metal swivel dog clip and safety quick release. 1cm wide x 85cm long.	200 Nos.			
6	Exit Buttons	28 Nos.			
7	Proximity type smart card reader	28 Nos.			
8	Access Control Systems, supports basic time & attendance single shift, absentee, late, early, OT reporting compatible with supplied hardware (data base - MS SQL) single user desktop application.	1 No.			
9	Attendance management system, single user, supports multiple shift, leave management & muster reports - single desktop application (data base - MSDE(SQL).	1 No.			
10	Electromagnetic lock (Existing locks to be utilised)	10 Nos.			
11	Finger Enrolment Reader with enrolment & terminal management software with smart card writer	1 No.			
12	Biometric Scanners/readers for 500 Users (1:N) - 2 templates each user with inbuilt smart card reader for attendance monitoring system	3 Nos.			
13	Retractable Flap Barrier Passage clearance minimum 900 mm.	1 No.			
14	Retractable Flap Barrier passage clearance minimum 500mm.	1 No.			
15	Visitor's Management System software package	1 No.			
16	Branded (Dell /HP / Wipro / Accer / IBM/ HCL) PC /Server with C2D processor (2.9 GHz min) minimum of 250GB HDD, DVD writer, 4GB RAM, 19" TFT Monitor, Keyboard, Optical Mouse with licensed windows software with heavy duty laser printer.	2 Nos.			
17	Cabling integration include Supply with proper conduiting for entire building for access control.	1 AU			
18	Hardware and Software Integration charges for above Access control & attendance systems.	1 AU			
Total					
Taxes , if any					
Total including taxes					(A)
Annual Maintenance Charges – For 1 st year					
For 2 nd year					
Total Annual Maintenance charge for 2 years					
Taxes , if any					
Total Annual Maintenance charge for 2 years including taxes					(B)
Grand Total including AMC for 2 years					C = (A + B)

- Please specifically mention all taxes, statutory levies, etc. otherwise the rates will be considered as all inclusive rates.
- Your rates should be for F.O.R. OIL House, Plot -19, Sector – 16A, NOIDA. No extra transportation cost, insurance, out of pocket expenses, etc. will be paid.
- Comparison of bids will be done on the basis of "Grand Total Value including AMC for 2 years (C = A + B)".

CHECK LIST

(A) TECHNICAL CHECK LIST (DATA SHEET)

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 TICK MARK 'YES' OR 'NO' TO THE FOLLOWING QUESTIONS, IN THE RIGHT HAND COLUMN.

1.0 Card :

- (a) Make :
- (b) Model :

2.0 Bio-metric cum Proximity type of Smart Card Reader:

- (a) Make :
- (b) Model :

3.0 Proximity type of Smart Card Reader:

- (a) Make :
- (b) Model :

4.0 Controller :

- (a) Make :
- (b) Model :

5.0 Electromagnetic lock/door strike :

- (a) Make :
- (b) Model :

6.0 Software

- (a) Operating System & version (Required) :
- (b) Application software & version :

7.0 Flap Barriers

- (i) Wide
 - (a) Make :
 - (b) Model :
- (ii) Narrow
 - (a) Make :
 - (b) Model :

Signature _____

Name _____

Designation _____

CHECK LIST

(B) 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" TO THE FOLLOWING QUESTIONS, IN THE RIGHT HAND COLUMN.

<u>Sl#</u>	<u>REQUIREMENT</u>	<u>Compliance</u>
1.0	Whether bid submitted under Composite Bid System?	YES/NO
2.0	Whether quoted as manufacturer ?	YES/NO
2.1	Whether quoted as Supply House / Distributor. To Specify-	YES/NO
2.2	If quoted as Supply House / Distributor,	
	(a) Whether submitted valid and proper authorization letter from manufacturer confirming that bidder is their authorized Supply House for the product offered ?	
	(b) Whether manufacturer's back-up Warranty/Guarantee certificate submitted?	YES/NO
3.0	Whether offered firm prices?	YES/NO
3.1	Whether quoted offer validity of 60 days from the date of closing of tender?	YES/NO
3.2	Whether quoted a firm delivery period?	YES/NO
3.3	Whether agreed to the NIT Warranty clause?	YES/NO
3.4	Whether confirmed to submit PBG as asked for in NIT?	YES/NO
3.5	Whether agreed to submit PBG within 30 days of placement of order for AMC?	YES/NO
3.6	Whether Price submitted as per Price Schedule.	YES/NO
3.7	Whether quoted any deviation?	YES/NO
3.8	Whether deviation separately highlighted?	YES/NO
3.9	Whether technical literature / catalogue enclosed?	YES/NO

Signature _____

Name _____

Designation _____

OIL INDIA LIMITED

(A Government of India Enterprise)
Plot No. 19, Sector 16A, Noida - 201301
Phone: 0120 - 2488333 to 2488347 (EPABX)
Fax: 0120 - 2488310, E-mail: oilindia@oilindia.in
Website: www.oil-india.com

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-IIA of the tender document. 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 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:**
Any benefit/concession/exemption available at the time of delivery should be spelt out clearly by the bidders. In case such information is not furnished in the Bid, the offer will be loaded with the normal amount of tax applicable for the item for evaluation purpose. However, OIL reserves the right to place the order based on the tax indicated in the Bid which will be binding on the Bidder.
- 4.5 Taxes, Excise duty, if any, should be shown separately. IF TAXES ETC. ARE NOT SHOWN SEPARATELY THE OFFER WILL BE CONSIDERED TO BE INCLUSIVE OF ALL TAXES, DUTIES ETC. AND WILL BE BINDING ON THE BIDDER.
- 4.6 **OTHER TAXES & LEVIES:**
- (i) All taxes, stamp duties and other levies for the services including installation/commissioning, Training etc. shall be to the Bidder/Seller's account.
- (ii) Income Tax /Service Tax on the value of the Services rendered by the Bidder/Seller in connection with installation/commissioning, training etc. shall be deducted at source from the invoices at the appropriate rate under the I.T. Act & Rules from time to time.
- 4.7 **STATUTORY VARIATION:**
Any statutory variation (increase/decrease) in the rate of excise duty/sales tax/Customs Duty or any statutory levy after the closing date of tenders/revised priced bid, as the case may be, but within the contractual delivery/completion period will be to the account of OIL subject to documentary evidence. However, any increase in excise duty/sales tax/Customs Duty or any statutory levy after the expiry of the scheduled date of delivery shall be to the supplier's account.
- 4.8 **THIRD PARTY INSPECTION** (When specifically called for in the tender):
- 4.8.1 All inclusive charges for Third Party Inspection must be indicated separately.
- 4.8.2 Offers without any mention about Third Party Inspection charges as specified above will be considered as inclusive of Third Party Inspection charges. When a bidder mentions Third Party Inspection charges as extra without specifying the amount, the offer will be loaded with maximum value towards Third Party Inspection charges received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, Third Party Inspection charges mentioned by OIL on the Purchase Order will be binding on the bidder.
- 4.9 **SAMPLES** (When specifically called for in the tender):
- 4.9.1 Bidder shall submit Samples of requisite quantity whenever called for. Each sample shall be sealed and have a card affixed indicating
- a) Bidder's name, address, contact Telephone No. & Email address
b) Tender No. and Bid Closing Date
c) Product Name
d) Item No. of the tender
- 4.9.2 Sample must be received on or before the Bid closing date failing which the will be rejected. The unsuccessful bidder should take back the sample submitted within 90 days time from the date of bid closing failing which OIL would not have any responsibility towards safe custody of the sample.
- 4.9.3 Bidders who have been exempted from submission of tender sample through specific communication from OIL, need not submit any sample. However, they will be required to enclose a photocopy of the exemption letter along with their bid failing which their offers will be liable to be rejected.
- 4.10 **TRAINING** (When specifically called for in the tender):
- 4.10.1 Bidders shall indicate cost for training OIL's personnel separately whenever called for.
- 4.10.2 For training at Bidder's premises, only the training fee should be indicated by the Bidder. All charges towards to & fro fare, boarding/lodging and daily expenses etc. for OIL's personnel shall be borne by OIL.
- 4.10.3 For training at OIL's premises, the Bidder should quote training charges which should be inclusive of all charges of their personnel viz. to and fro air fares, boarding/lodging expenses and daily expenses etc. for the entire period. Local transport for commuting to the site at the place of training will be provided by OIL.

- 4.11 **INSTALLATION AND COMMISSIONING** (When specifically called for in the tender):
- 4.11.1 In the event installation and commissioning of the item by the technical experts of the bidders is involved, the charges thereof should be quoted separately which should be inclusive of to and fro air fares, boarding/lodging & daily expenses of the bidder's technical personnel amongst others. Bidders shall also indicate in their offer the total expected time required for installation/commissioning of the items.
- 4.11.2 Offers without any mention about installation/commissioning and Training charges will be loaded with maximum value towards installation/commissioning and Training charges received against the tender for comparison purposes.
- 4.12 **DISCOUNT**
Prices should be quoted net of discount 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 would be liable to be rejected.
- 4.17 **DELIVERY:**
Offers should be for delivery at site as indicated, with firm delivery date. If delivery is not specifically indicated by the bidders, it will be construed that the delivery quoted is as per delivery indicated in our enquiry and will be binding on the bidder. The delivery will be counted from the date of receipt of the letter of intent/order by the successful bidder.
- 4.18 **VALIDITY:**
Offers must be valid for acceptance for the minimum period of 60 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.
- 4.19 **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 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 Noida/Delhi.

- ii) Bank draft in favour of OIL INDIA LIMITED and payable at NOIDA.
- 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 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 Units registered with NSIC/Directorate of Industries are exempted from submitting bid security provided they submit an attested copy of their valid registration with Corporation / directorate of Industries which indicates the category of items being tendered for and if the total tender value is less than the monetary limit for which the unit is registered. Documentary evidence of the monetary limits should be enclosed without which the bidder will not be entitled for exemption.
- 6.8.2 Public Sector undertakings are exempted from submitting Bid Security.
- 7.0 **PERFORMANCE SECURITY:**
(NOTE: This clause is applicable only in case of tenders wherever specifically mentioned.)
- 7.1 The successful bidder shall furnish the Performance Security in the form enclosed (APPENDIX) herewith within 30 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 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 scheduled banks on non-judicial stamp papers of requisite value, as per the Indian Stamp Act, and stamp papers should be in the name of the issuing bank.
- 7.5 The Bank Guarantee issued by the Bank amongst others must contain the following particulars of the Bank:
- (a) Full Address
 - (b) Branch Code
 - (c) Code Nos. of the authorized signatory with full name and designation
 - (d) Phone Nos./Fax Nos./E-mail address

- 7.6 In case, the Performance Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the signatures of fake official of the Bank, the LOI/Purchase Order issued/placed on the Supplier shall be treated as cancelled forthwith and the bidder shall be debarred from participating in future tenders. Further, the Bid Security submitted by such Supplier shall be invoked without any further reference.
- 7.7 The Bank Guarantee shall be enforceable at NOIDA/DELHI or as specified in the order.
- 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:**

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

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

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., e-mail 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 The sealed inner envelope containing the offers should then be put in another envelope bearing the following address:

**Sr. Adviser (C & P)
OIL INDIA LIMITED
Plot No. 19, Sector 16A
Noida - 201301**

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

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

9.2.1 In case of **TWO BID SYSTEM**, bidders shall prepare the technical and commercial bids in triplicate separately and shall put these in two separate envelopes marked as “Techno-commercial “Unpriced Bid” and “Priced Bid”. Both the envelopes containing the “Unpriced Bid” and “Priced Bid” should be 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 C & P department at NOIDA. Alternatively they may send the same through Registered Post/courier. Oil India Limited will not be responsible for any delay, wrong delivery or non-delivery of the offers. No offer will be accepted after the bid closing date and time.

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

10.0 **DEADLINE FOR SUBMISSION OF BIDS:**

10.1 Offers must be received at the office of the Sr. Advisor(C & P), Oil India Limited at NOIDA 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 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 alongwith 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 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 **BANKING CHARGES:**

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

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 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 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 authorized representative on all pages failing which the bid shall be liable for rejection.
- 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 liable for rejection.
- 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 submitted without all the cost details required vide Annexure IIA will be rejected.

33.12 Bids not submitted in compliance with Para 4.9.2 regarding submission of samples (whenever applicable) will be rejected.

33.13 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.

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)”.

FORM OF BID SECURITY (BANK GUARANTEE)

To : Senior Advisor(C & P)
OIL INDIA LIMITED
 Plot No. 19
 Sector-16 A,
 NOIDA-201 301
 Fax No. 91-120-2488327

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of certain oilfield services (hereinafter called "the Bid") against OIL INDIA LIMITED, Noida, India (hereinafter called the Company)'s tender No. : _____.

KNOW ALL MEN BY these presents that we (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "Bank") are bound unto the 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 said Bank this _____ day of _____ 20_.

THE CONDITIONS of this obligations are :

- (1) If the Bidder withdraws/modifies their Bid during the period of Bid validity specified by the Bidder; or
- (2) If the Bidder, having been notified of 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; or
 - (b) Fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

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 () and any demand in respect thereof should reach the Bank not later than the above date.

SIGNATURE AND SEAL OF THE GUARANTORS : _____

Name of Bank & Address : _____

Witness: _____

Address : _____

(Signature, Name and Address)

Date : _____ Place : _____

* The Bidder should insert the amount of the guarantee in words and figures.

PERFORMANCE BANK GUARANTEE

Oil India Limited,
 Plot No. 19, Sector 16A
 NOIDA-201301
 Attn: Senior Adviser (Contracts & Purchase)

WHEREAS _____ (Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of Contract No. _____ to execute (Name of Contract and Brief Description of the Work) _____ (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total of (Amount of Guarantee in figures) _____ (in words) _____, such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the date _____ (calculated at 6 months after Contract completion date).

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____
 Name of Bank _____
 Address _____

Date:
 Place: _____

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

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 NOIDA on my/our behalf.

Yours faithfully,

(Name)
Designation
Stamp / Seal

Name of Parties to whom Tender No. OIL 62 /7/ ENQ – 541 dated 02.02.2011 is addressed

1. M/s. Atika Enterprise
112 , Ocean Plaza
Sec – 18 , NOIDA – 201301
Contact no. – 0120 – 4248600
2. M/s. Metro Solutions Pvt. Ltd.
C – 22 , 1st Floor
Sarwal Nagar
Near Sadiq Nagar Market
New Delhi – 110049
3. M/s. Victoria Enterprises
C 6 / 5 Lorrains Road
Industrial Area
New Delhi – 35
Mobile No. 9810087528
4. M/s. Sheel Enterprise
G34 , Lorrains Road
Industrial Area
New Delhi – 35
Mobile No. 9999855216
5. M/s. Kobagi Sappers Pvt. Ltd.
1943 , Chuna Mandi
Pahar Ganj – 55
Ph. No. 011 – 23587705
