

## **TENDER No.OIL/ 62/7/ENQ-079 and Dated 23.02.2017**

This tender for procurement of “supply and installation of Self-Activating type Fire Extinguishing ball for OIL’s Corporate Office at Plot No. 19 , Sector-16A, NOIDA and OIL Residential Complex at Plot No. 250C, Sector-15A, NOIDA” has been floated addressing to the following 5(five) parties. However, any other party who are interested to participate in the tender can download the tender document and submit the bid within the scheduled Bid Closing date & time.

1. M/s Anchal Impex, 612 , 6th. Floor , Krishna Apra Business Square -34
2. M/s Shree Shyam Bearings Pvt. Ltd. , 138 BRb Basu Road ,Kolkata -700001
3. M/s Arihant Fire Protection Services Pvt. Ltd., Plot No. 2404, Lodhika, GIDC, Rajkot -21
4. M/s K.T. Automation (India), Manish Tanna, Vadodara -20
5. M/s Minimax fire Products, C-37, Phase -I, Okhla Industrial area, New Delhi -20

Note: All addenda, Corrigenda, time extension etc. to the Tender will be hosted on the OIL’s website [www.oil-india.com](http://www.oil-india.com). Any other bidders who wish to participate should regularly visit above website to keep themselves updated.



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

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

Tender No.	OIL/62/7/ENQ- 079
Tender Date	23.02.2017
Type of Bid	Single stage composite bid
Bid Closing Date	28.03.2017 at 14 :30 Hrs
Bid Opening Date	28.03.2017 at 15 :00 Hrs
Bid Security	Not Applicable
Performance Security	10% of Order value

Sirs,

**Oil India Limited (OIL), a Govt. of India Enterprise under Ministry of Petroleum & Natural Gas**, invites you to submit your firm quotation, for “ supply and installation of Self-Activating type Fire Extinguishing ball for OIL’s Corporate Office at Plot No. 19 , Sector-16A, NOIDA and OIL Residential Complex at Plot No. 250C, Sector-15A, 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 bidding format (Annexure – IIA) enclosed. It is also essential that your quotation must reach us on or before the Bid Closing Date and time as indicated above otherwise the same will be rejected. Your special attention is drawn to the following:

1.0 The sealed quotation should be sent to the following address:

a) **General Manager(C &P)**

**OIL INDIA LIMITED**

**Plot No. 19, Sector 16 A,NOIDA - 201301.**

b) Your offer must include:

i) Tender No. and Date

ii) Specification of the offered items as per format enclosed

iii) Your rates as per the format enclosed

iv) Any deviation in specification.

v) Validity of minimum 75 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.

3.0 Bid Rejection Criteria (BRC) and Bid Evaluation Criteria (BEC) vide **Annexure-II** shall be applicable to this Tender in addition to general BRC clause mentioned vide Document No. MM/OIL-DEL/ INDIGENOUS-PUR/2011.

Yours faithfully,  
OIL INDIA LIMITED

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

**Scope of Work**

1. The requirement under this tender is for supply of 93 (Ninety Three) Nos. of Self –activating type fire extinguishers complete with metal holder and fixing screw of quality of Elide Fire by Siam Safety Premier Co Ltd, Thailand make or equivalent of following technical specification:

**Technical specification:**

- Mono Ammonium Phosphate Dry Powder Fire Extinguishing ball Self-activated Weighs 1.3 Kg (+/-) 5% each for use in Industry as well as for Domestic purposes for extinguishing Class A, B & C fire.
- Suitable for covering a fire volume of not less than 9 CUM of area bounded by a radius not less than 1.25mtr.with approx. weight of 1.3 Kg approx.
- Stipulated Specifications for the Extinguisher:
  - i. The item has to have patent certification (national/ International as applicable)
  - ii. It must poses test certification from National Test house of India & DGMS.
  - iii. It has to have due certification from the country of origin as the case may be.
  - iv. It must poses certification from any state fire Service dept. of India in regard to suitability of its application for all three type of Fires Viz.: A,B,C.
  - v. It has to have credential for use in Indian major Industries like- Mines, Power Sector, Indian Railways etc.
  - vi. Product must contain following markings on its body:
    - a) Name of Manufacturer
    - b) Minimum Shelf life 2020
    - c) All Technical Specifications of the product to be attached.
    - d) Operational instruction in case of Fire to be attached.

**General Notes for Bidders:-**

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

1.0 Materials shall be brand new, unused & of prime quality.

2.0 Bidder must quote Make and Model of offered item.

3.0 Printed Technical Brochure/Product Catalogue for the make / model offered must be attached with the Bid.

**4.0 Delivery and Installation:**

- 4.1 Bidders shall offer their price for delivery at OIL's Corporate office at OIL House, plot-19, Sector-16A, NOIDA. No extra transportation cost, insurance, out of pocket expenses, etc. will be paid.
- 4.2 The product has to be supplied with original packing and any proof of tempering will lead to cancellation of entire order quantity.

4.3 Delivery including Installation to be completed within 90 days from date of receipt of the order.

5.0 Installation :

5.1 The supplier shall install the unit(s) **free of cost** at following locations as per instruction of General Manager (HSE & Co-ordination):

- i) OIL's Corporate Office at OIL House , Plot No.19, Sector-16A, NOIDA
- ii) OIL's Residential Complex , Plot No. 250C, Sector-15A, NOIDA

5.2 All material and manpower required for installation and commissioning must be supplied by the supplier.

6.0 Warranty/ Guarantee Terms:

6.1 The Manufacture warrantee in respect of proper design, quality and workmanship of the material for a period of 12 months from the date of material installed at destination site.

6.2 In case the materials supplied are found to be defective or not genuine and not to the specification, supplier shall replace all such items on free of cost immediately.

7.0 Payment Terms:

7.1 100% payment shall be made after receipt and successful installation of all units at respective site.

7.2 OIL shall make the payments as per stipulation in the tender through Electronic Transfer only. All Bank charges of bidder's Bankers shall be to their account.

8.0 Liquidated Damages / Penalty Terms :

Failure to deliver and install within the agreed delivery and installation schedule set out in the order will attract liquidated damages @0.5% per week or part thereof of the value of the goods in respect of which default in delivery/ installation takes place subject to a maximum of 7.5%.

9.0 Special Terms & Conditions

9.1 Inspection: Pre dispatch inspection to be carried out by our authorized representative at your works in your presence. However the final inspection will be made by the consignee at destination/store. In case of any defect the replacement of the same free of cost immediately

9.2 Transit Insurance: On supplier cost and risk

9.3 Consignee: General Manager (HSE & Co-ordination), Noida will be the consignee against this order

2. 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)**

**A. 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 in addition to General BRC mentioned vide Para 33.0 of General Terms and Conditions (MM/OIL-DEL/ INDIGENOUS-PUR/2011), without which the offer will be considered as non-responsive and rejected.

**1. Financial Criteria:**

- i. The annual turnover of the Bidder\* should be Rs.418500.00 in any of the 3 financial/accounting year to be considered from the original bid closing date.
- ii. Net worth of the Bidder\* should be positive for preceding financial /accounting year.

\*Either Manufacturer or authorized sole agent of the manufacturer in case of bidding through authorized sole agent.

**2. Technical Criteria:**

- i. The bidder\*\* should have experience of successfully executing at least 1 (one) similar order \*\*\* for 50% of the estimated value in preceding 5 (Years )
- ii. The bidder must possess test certification of the product from National Test house of India and DGMS.
- iii. The bidder must possess due certification of product from the country of origin as the case may be.
- iv. The bidder must possess certification of the product from any state fire Service Department of India in regard to suitability of its application for all three type of Fires Viz.: A,B,C.

\*\* Either Manufacturer or authorized sole agent/distributor of the manufacturer in case of bidding through authorized sole agent, with due certification from Manufacturer

\*\*\* credential for use in Indian major Industries like- Mines, Power Sector, Indian Railways etc.

**B. 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:

- i. Comparison of bids will be done on the basis of "Grand Total Value including taxes " as per the Price Schedule enclosed as [Annexure-IIA](#)

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

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Schedule of Price

Sl. No.	Description of items	Unit	Quantity	Unit Rate (Rs.)	Tax / levies (Rs.)	Total (Rs.)
1	Cost of Self-activated Fire extinguishing balls	No.	93			
<b>GRAND TOTAL VALUE INCLUDING TAXES ( Rs.)</b>						

Notes:

- Please specifically mention all taxes, statutory levies, etc., otherwise the rates will be considered all inclusive rates.
- Your rates should be for F.O.R. OIL House, Plot No.19, Sector-16A, NOIDA and no extra cost towards transportation, insurance, out of pocket expenses, etc., will be paid.
- Installation of all units at respective site shall be done free of cost

\*\*\*\*\*

## **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](mailto:oilindia@oilindia.in)  
Website: [www.oil-india.com](http://www.oil-india.com)

### **GENERAL TERMS AND CONDITIONS**

#### **for INDIGENOUS tender**

#### **APPLICABLE TO BOTH PRESS AND LIMITED INDIGENOUS TENDERS**

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

1.0 **TRANSFERABILITY OF BID DOCUMENTS:**

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

2.0 **COST OF BIDDING:**

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

3.0 **AMENDMENT TO BIDDING DOCUMENTS:**

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

4.0 **CONTENTS OF OFFERS:**

- 4.1 Offer should be in English and the bidders are required to indicate both Ex-works as well as FOR Destination price by road. The Price Schedule shall be furnished by the bidder as per proforma vide 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 dispatched.
- b) Chapter, Heading and Sub-heading of the Excise tariff for the material offered.

4.4 **SALES TAX:**

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

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

4.6 **OTHER TAXES & LEVIES:**

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

4.7 **STATUTORY VARIATION:**

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

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

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

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

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

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

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

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

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

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

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

- 4.10.2 For training at Bidder's premises, only the training fee should be indicated by the Bidder. All charges towards to & fro fare, boarding/lodging and daily expenses etc. for OIL's personnel shall be borne by OIL.
- 4.10.3 For training at OIL's premises, the Bidder should quote training charges which should be inclusive of all charges of their personnel viz. to and fro air fares, boarding/lodging expenses and daily expenses etc. for the entire period. Local transport for commuting to the site at the place of training will be provided by OIL.
- 4.11 **INSTALLATION AND COMMISSIONING** (When specifically called for in the tender):
- 4.11.1 In the event installation and commissioning of the item by the technical experts of the bidders is involved, the charges thereof should be quoted separately which should be inclusive of to and fro air fares, boarding/lodging & daily expenses of the bidder's technical personnel amongst others. Bidders shall also indicate in their offer the total expected time required for installation/commissioning of the items.
- 4.11.2 Offers without any mention about installation/commissioning and Training charges will be loaded with maximum value towards installation/commissioning and Training charges received against the tender for comparison purposes.
- 4.12 **DISCOUNT**  
Prices should be quoted net of discount by the bidders. However, unconditional discount of any type, indicated separately, will be taken into account for evaluation purpose. Conditional discount will not be considered for evaluation purpose.
- 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 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 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.
- 4.20 **WITHDRAWAL OF OFFERS BY BIDDER :**  
In case any bidder withdraws their bid within the bid validity period, Bid Security (wherever applicable) will be forfeited and the party will be debarred for a period of minimum 01(one) year and maximum 3(three) years.

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

In the event, a particular tender is cancelled the tender fee will not be refunded. In case the tender is cancelled and refloated, tender will be issued free of cost to the bidders who purchased against cancelled tender.

**4.22 FURNISHING FRAUDULENT INFORMATION / DOCUMENT :**

If it is found that a bidder has furnished fraudulent document/information, the bid security/Performance Security (wherever applicable) shall be forfeited and the party will be debarred for a period as per company's policy from date of detection of such fraudulent act, besides the legal action. In case of major and serious fraud, period of debarment may be enhanced.

**4.23 BACKING OUT BY BIDDER AFTER ISSUE OF LETTER OF AWARD**

In case the bidder does not accept the LOA / Purchase order issued within validity of their offer, the bid security (wherever applicable) shall be forfeited and the firm shall be debarred for a period of minimum 01(one) year and maximum 3(three) years.

**5.0 CLARIFICATION IN RESPECT OF INCOMPLETE OFFERS:**

Prospective bidders are advised to ensure that their bids are complete in all respects and conform to OIL's terms, conditions and bid evaluation criteria of the tender. Bids not complying with OIL's requirement may be rejected without seeking any clarification.

**6.0 BID SECURITY:**

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

6.1 All the Bids must be accompanied by Bid Security (wherever applicable) for the amount as mentioned in the NIT and shall be in the prescribed format ( Annexure-IV) in one of the following forms:

i) A Bank Guarantee from any nationalised scheduled Indian Bank. The Bank Guarantee shall be valid for 150 days from the scheduled bid closing date and shall be enforceable at Noida/Delhi.

ii) Bank draft / Cashier cheque in favour of OIL INDIA LIMITED and payable at NOIDA.

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

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

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

(a) Full Address

(b) Branch Code

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

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

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

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

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

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

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

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

- a) If a bidder withdraws his bid during the period of validity of bid or any extension thereof duly agreed by the bidder,  
OR
- b) If the successful Bidder do not accept the order or fails to furnish the Performance Security within 30 days of placement of order or before the expiry of Bid Security (unless extended), whichever is earlier.
- c) If a bidder furnished fraudulent document/information in their bid.

6.8 **Exemption of Bid Security:**

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. (Please refer to Para 3(ii) of ANNEXURE-I in this regard)~~

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 15 days of the receipt of Letter of Intent / order / LOA / Contract failing which OIL reserves the right to cancel the order / contract and forfeit the Bid Security. Bidders should undertake in their bid to submit Performance Security as stated above.

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

7.3 The Performance Security shall be denominated in the currency of the contract and shall be in the form of a Bank Guarantee.

7.4 The Bank Guarantee will have to be given from the scheduled banks on non-judicial stamp papers of requisite value, as per the Indian Stamp Act, and stamp papers should be in the name of the issuing bank.

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

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

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

7.7 The Bank Guarantee shall be enforceable at NOIDA/DELHI or as specified in the order.

7.8 Performance Security for capital nature items like plant and machinery etc. shall be valid for 90 days beyond delivery period and or applicable warranty/ guarantee/ defect liability period. The validity requirement of Performance Security specified in the main order is assuming despatch within stipulated delivery period. In case of any delay in despatch, validity of the Performance Security is to be extended suitably as aforesaid.

7.9 Performance Security will be discharged by the Purchaser and returned to the Seller, within 30 days of its expiry of validity including any extension sought thereof in case of no claim on seller by the purchaser.

7.10 Performance Security amount will not accrue any interest.

7.11 **Exemption of Performance Security:**

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. (Please refer to Para 5.0 of ANNEXURE-I in this regard).~~

- 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) Authorization 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 authorized 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:

**General Manager (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 super scribing the enquiry no., Bid Closing Date, bidder's name and brief description of materials. The "Un-priced Bid" shall contain all techno-commercial details except the prices which shall be kept blank. The "Priced Bid" must contain the price schedule and the bidder's commercial terms and conditions. The bid bond in original should be submitted along with the technical bid.

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

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

- 9.4 Bidders, in their own interest, are advised to drop their offers personally in "LOCAL TENDER BOX" at C & P department at NOIDA. Alternatively they may send the same through Registered Post /courier. Oil India Limited will not be responsible for any delay, wrong delivery or non-delivery of the offers. No offer will be accepted after the bid closing date and time.
- 9.5 Bids must be submitted in original. No offer should be sent by Telex / Cable / Fax / E-mail/telephone unless specifically asked for in writing. Bids not complying with above will be rejected.
- 10.0 **DEADLINE FOR SUBMISSION OF BIDS:**
- 10.1 Offers must be received at the office of the General Manager(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 on request. 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 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:

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

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

19.0 **DESPATCH :**

19.1 **Road Despatch:**

- 19.1.1 In the event of an order other than FOR Destination terms, the material will be required to despatch through OIL's approved transporter (which will be specified in the order) on "Door Delivery" basis.

19.1.2 For orders placed on FOR Destination basis, the material will be required to despatch through reputed Bank approved transporters only on Door Delivery basis. In case OIL is required to collect the material from transporters godown, extra expenditure incurred thereof will be recovered from the Bidder/seller.

19.2 **Rail 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 **PAYMENT TERMS:**

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

21.1.1 Payment will generally be made against completed supply. Where phased delivery is indicated in the order, payment will be made against each lot as per phasing.

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

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

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

21.3 **Payment against trial orders :**

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

21.4 **Payment to third party :**

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

21.4 **Banking Charges :**

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

21.5 **Advance Payment:**



- 21.5.1 Request for advance payment shall not be normally considered. Depending on merit and at the discretion of OIL, advance payment may be agreed at an interest rate of 1% above the prevailing Bank rate (CC rate) of State Bank of India compounding on quarterly basis from the date of payment of the advance till recovery /refund.
- 21.5.2 Advance payment if agreed to by the Company shall be paid only against submission of an acceptable Bank Guarantee whose value should be equivalent to the amount of advance plus the amount of interest estimated by OIL on the basis of contractual delivery period.
- 21.5.3 Bank Guarantee shall be valid for 3 months beyond the delivery period incorporated in the order and same shall be invoked in the event of Seller's failure to execute the order within the stipulated delivery period.
- 21.5.4 In the event of any extension to the delivery date, seller shall enhance the value of the bank guarantee to cover the interest for the extended period and also shall extend the validity of bank guarantee accordingly.
- 22.0 **CONFIDENTIAL INFORMATION:**
- 22.1 The Bidder / Seller shall treat as confidential all designs, drawings, data or information written or verbal, supplied by OIL and shall use its best endeavors to ensure that such design, drawings, data or information is not divulged to any third party except with the consent of OIL where necessary for the purpose of performance of its obligation hereunder and subject to similar undertakings being obtained from such third parties to treat such design, drawings, data or information in like confidence other than designs, drawings, data or information which at the time of proposed disclosure are within the public knowledge or in the Bidder's/Seller's possession.
- 23.0 **PATENT AND OTHER RIGHTS:**
- 23.1 The Bidder/Seller shall fully indemnify OIL against any action, claim or demand, costs and expenses arising from or incurred by reason of any infringement or alleged infringement of any letter, patent, design, trademark or name, copy right or other legally protected rights in respect of any plant, work, materials to be supplied or any arrangement, system or method of using, fixing or working to be employed by the Bidder/Seller.
- 23.2 In the event of any claim or demand being made or action brought against OIL in respect of any of the aforesaid matters, OIL shall notify the Bidder/Seller thereof as soon as possible and Bidder/Seller shall conduct with the assistance of OIL if necessary, but at his own expense, all negotiation for the settlement of such matter and any legal proceeding, litigation/ arbitration involved or which may arise therefrom.
- 24.0 **INDEMNITY AND INSURANCE:**
- 24.1 The Bidder/Seller shall defend or hold OIL harmless from all actions, claims, suits and demands made, against either or both of them in respect of injuries to or death of any person including employees of the Bidder/Seller or non-compliance of any statutory/safety requirement.
- 24.2 The Bidder/Seller shall also defend and hold OIL harmless for loss of and damage to property arising from the supply of any goods or materials or the erection, installation repair or operation for a period, of any plant hereunder.
- 25.0 **ASSIGNMENT:**
- 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 rejected.
- 33.6 Offers received through Telex / Cable / Fax / E-mail/telephone shall be rejected unless specifically asked for in writing. Similarly offers received as xerox/ photocopy which is not on original letterhead of the Bidder & not duly signed & stamped will be rejected.
- 33.7 Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initialed by the person (s) signing the bid. Any bid not meeting this requirement shall be rejected.
- 33.8 Any offer containing incorrect statement will be rejected.
- 33.9 Bids without original Bid Security as per Para 6.0 (wherever called for) and confirmation regarding submission of requisite Performance Security as per Para 7.0 (wherever called for) shall be rejected.
- 33.10 Bids not submitted in compliance with Special methods of marking & sealing under Two Bid / Two Stage Bidding system mentioned in Para 9.2 (whenever applicable) will be rejected.
- 33.11 Bids not submitted in compliance with Para 4.9.2 regarding submission of samples (whenever applicable) will be rejected.
- 33.12 Any mention of price details in the technical bid in case of single stage two bid system.
- 33.13 To ascertain the substantial responsiveness of the bid OIL reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be summarily rejected.

**34.0 BID EVALUATION CRITERIA:**

- 34.1 Bids which are found to be responsive and meeting the requirement both specification wise and terms and conditions in the enquiry will be considered for final evaluation.
- 34.2 Each item shall be normally evaluated independently unless otherwise stated.
- 34.3 In the event of computational error between unit price and total price, unit price shall prevail and adopted for evaluation.
- 34.4 Similarly, in the event of discrepancy between words and quoted figure, words will prevail.

- 34.5 Preference to Public Sector Undertaking and Small Scale Industries etc. will be given as per prevailing Government Guidelines as applicable on bid closing date.
- 34.6 At the time of evaluation of the offers, past performance of similar equipment supplied by the bidder as well as after-sales service, supply of spares, etc. in respect of such equipment by the concerned bidder will be considered / evaluated. If the same are not found to be satisfactory as already communicated to the bidder, the offer may be considered as unacceptable offer and rejected.
- 34.7 Considering the nature of the item, if the product offered by the lowest acceptable bidder is not field proven in OIL, purchaser at its discretion may place a trial order to the extent of 25% (maximum) only and balance quantity will be procured from other competitive bidders whose product has been field proven in OIL.
- 35.0 **COMPARISON OF OFFERS:**
- 35.1 Comparison of the bids will be done on total F.O.R. destination cost basis to ascertain the lowest bid. Railway freight in case of bulky consignments (forming rake loads) and road freight for others will be considered for arriving at the FOR destination cost.
- 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)”.

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## **Public Procurement Policy for Micro and Small Enterprises (MSEs)**

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

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

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

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

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

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

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

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

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

- i) Exemption from payment of Tender Fee:

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

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

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

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

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

should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies.

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

#### **5.0 Performance Security:**

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

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

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

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

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

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

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

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

To : General Manager(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 Bid No. \_\_\_\_\_ Dated \_\_\_\_\_ against OIL INDIA LIMITED, Noida, India (hereinafter called the Purchaser)'s Tender No. : \_\_\_\_\_ for the supply of \_\_\_\_\_ (hereinafter called "the bid") KNOW ALL MEN BY these presents that we \_\_\_\_\_ of \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called "Bank") are bound unto the Purchaser in the sum of \_\_\_\_\_ for which payment will and truly be made to the Purchaser, the Bank binds itself, its successors and assigns by these presents.

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 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
- (3) if the Bidder furnish fraudulent document/information in their bid.

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

This guarantee will remain in force up to and including 150 days from the scheduled Bid Closing Date, 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 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 90 days beyond applicable warranty).

SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_

Designation \_\_\_\_\_  
 Name of Bank \_\_\_\_\_  
 Address \_\_\_\_\_

Date: .....  
 Place: \_\_\_\_\_



To,  
General Manager (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