

### **IMPORTANT NOTE**

**TENDER NO. : LCP 5757L18 DATED 10.10.2017.**

**BID CLOSING DATE & TIME : 31.10.2017 at 14:30 Hrs.(IST)**

**BID OPENING DATE & TIME : 31.10.2017 at 14:45 Hrs.(IST)**

**Limited Tender No. LCP 5757 L18 has been issued to the following 5(Five) parties**

- 1. M/s. Bisleri International Pvt. Ltd .**
- 2. M/s. Moon Beverages Limited .**
- 3. M/s. Beltek Canadian Water Limited .**
- 4. M/s. Aquafina .**
- 5. M/s. Ajay Mineral Water Supplier.**

**In addition to the above 5 (Five) parties, other interested parties, who can meet the Bid Rejection Criteria of the tender, may participate in this tender . They will have to provide proper documentary evidences in proof of meeting the Bid Rejection Criteria (BRC) mentioned in the tender along with their offer. Offers received without proper documentary proof of meeting BRC will not be acceptable.**

**Interested parties may download the tender & after filling up their prices in Annexure-III & enclosing all the documents required as per BRC, may submit their offer in the following address:**

**Chief General Manager(Contract & Purchase)  
Oil India Limited , Plot No.19, Sector-16A,  
Noida-201301.**



**Oil India Limited**  
**(Govt. of India Enterprise)**

Plot No. 19, Sector 16A, Noida – 201301, U.P.  
Phone No. : 0120 - 2419000  
Fax: 0120 - 2488310  
E-mail: [oilindia@oilindia.in](mailto:oilindia@oilindia.in)  
Web Site: [www.oil-india](http://www.oil-india)

( F O R W A R D I N G   L E T T E R )

Tender No.	<b>LCP 5757 L18</b>
Date	<b>10.10.2017</b>
Bid Closing Date	<b>31.10.2017</b>
Bid Closing Time	<b>14 : 30 Hrs.(IST)</b>
Bid Opening Date	<b>31.10.2017</b>
Bid Opening Time	<b>14 : 45 Hrs. (IST)</b>
Tender Type	<b>Single Stage Composite Bidding</b>

Sirs,

**1.0** Oil India Limited (OIL), a Govt. of India Enterprise, invites sealed quotations for Supply of packaged mineral drinking water of brands : Bisleri/ Kinley/Aquafina in different capacity bottles/jars, for day to day consumption in the following 3(Three) offices of OIL :

- i) OIL House, Plot No.19, Sector-16A, Noida .
- ii) E&D Directorate office, Oil India Ltd., NBCC Centre, 5<sup>th</sup> & 6<sup>th</sup> Floors, Plot no.-02, Phase-1, Okhla, New Delhi.
- iii) SB Tower, 6<sup>th</sup> Floor, Sector-16A, Noida.

**2.0** OIL shall enter into a rate contract for supply of mineral drinking water bottles/jars of different capacity for a period of 1(one) year . Total quantity required by us of various capacity water bottles/jars have been provided in the Bidding Format for Rates enclosed as PART-I with the tender document. Bidders are requested to quote their rates, applicable taxes(GST), HSN code of the items etc. against all the three items in the above Bidding Format. Scope of work and Special Terms and conditions are enclosed as PART-II.

**3.0** General Terms and Conditions of the tender is enclosed as Annexure-I. Your offer must conform to the General Terms and conditions and Special Terms and Conditions of the tender enclosed.

**4.0** Bidders are requested to submit their offer in a sealed envelope super scribing the following details on the right hand top corner :

OIL Tender No. \_\_\_\_\_  
Bid Closing date \_\_\_\_\_  
Brief description of the job \_\_\_\_\_  
Bidder's Name \_\_\_\_\_

**5.0** Offers must be addressed to:

**Chief General Manager(C&P)**  
**Oil India Limited**  
**Plot No. 19, Sector-16A,**  
**NOIDA-201301**

**5.1** The sealed offer must be delivered at the tender box kept at the office of Chief General Manager(C&P) at the above address latest by 2.30 PM (IST) on the Bid Closing Date.

**5.2** Bidders, in their own interest, are advised to drop their bids personally in the Tender Box placed at the above address. Alternatively, they may send the same through Courier or by Post. OIL will not be responsible for any delay, wrong delivery or non-delivery of the bids.

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

**5.5** Your offer must include :

- i) Tender No. & Date
- ii) **Bid closing date.**
- ii) Description of item.
- iii) Rates as per the Bidding Format enclosed as Part-I.

**6.0** All entries in the offer must be made in English. The offered rate must be firm and shall be both in figures and words. Deviations/conditions, discounts if any, should be high-lighted. Offer should show the details of Taxes, Duties and other charges, if any. In absence of these details the quoted rates shall be considered as net price inclusive of all charges / expenses for completing the job in all respect at the required place / location.

**7.0 Validity:**

Offers must be valid for acceptance for a period of 60 (sixty ) days from the Bid Closing date. Bidder must indicate validity of the offer in the quotation failing which it will be construed that offer is valid for 60 (sixty) days from the bid closing date.

**8.0** Offers must conform in all respects to the terms & conditions of the tender. Deviations, if any, must be clearly and specifically stated. OIL reserves the right to reject any or all tenders or to accept any tender either in full or in part without assigning any reason whatsoever.

**9.0** By submitting a bid, a bidder will be deemed to have understood and satisfied himself the nature of service to be rendered and they have taken into account all conditions and difficulties that may be encountered during supply of the items.

**10.0 Bid Rejection Criteria (BRC) :**

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

**10.1 Technical Criteria :** Bidder should have experience of successfully executing at least 1(one) similar order of value not less than Rs. 4.53 lakhs in the preceeding 5(five) years,reckoned from the original Bid Closing date of the tender.

**SIMILAR ORDER** means supply of packaged mineral drinking water bottles/jars of brands : Bisleri or Kinley or Aquafina.

Note: Bidder must enclose copy of order showing description of items, quantity and value of order and should enclose a completion certificate showing order no. and value of the order etc. If order placed is from Oil India limited, completion certificate is not required .Only copy of purchase order should be enclosed by the bidder.

**10.2 Financial Criteria :** Annual turnover of the bidder's firm should be atleast Rs. 4.53 lakhs in any of preceeding 3 financial years,reckoned from the original Bid Closing date of the tender. All documents in support of meeting annual turnover must be duly certified by a practising Chartered / Cost Accountants firm.

**IMPORTANT NOTES :**

Bids should be accompanied by adequate documentary evidence of the above mentioned experience and annual turnover criteria. Bidders must submit Completion Certificate showing Gross value of order, description of items etc. along with the bid, otherwise their bid will be rejected. Bidders who are giving order copies issued from Oil India Limited (OIL), need not submit Completion certificate separately. All documents in support of financial turnover must be duly certified by a practicing Chartered/Cost Accountant, otherwise the offer of the bidder will be rejected.

**10.3** Bids with inadequate validity will be rejected.

**10.4** Bids received after Bid Closing date and time will be rejected.

**10.5** Bids received from unsolicited bidder will be rejected.

**10.6** Bids containing incorrect statement and / or incomplete information will be rejected.

**10.7** Bidders must quote for all the items failing which the offer will be considered as unresponsive and will be rejected.

**11.0 Bid Evaluation Criteria :**

11.1 Evaluation will be on overall total lowest value, based on the quantities shown in the bidding format(Part-I).

11.2 In the event of computational error between unit price and total price, unit price shall prevail and adopted for evaluation.

11.3 Similarly, in the event of discrepancy between words and quoted figure, words will prevail.

**12.0 Contact Personnel : For** any clarification, bidders may contact the following person:

Ms. N.Ratna  
Dy. General Manager (Admin)  
Oil India Limited, Plot No.19,Sector-16A,Noida.  
Contact No.9810539139.

Thanking you,

Yours faithfully,  
OIL INDIA LIMITED

( Ms. A. Doley.)  
Dy. General Manager (C&P)  
For Chief General Manager (C & P)

## PART-I

**BIDDING FORMAT FOR RATES**  
**(Tender No. LCP5757L18 )**

.Sl No.	Description of Item	Quantity /Unit	HSN Code	Unit Rate (INR)	GST in %	Total amount including GST (INR)
1.	Refill, Mineral drinking water, 20 Ltr., conforming to latest BIS standards & with BIS mark & with manufacturer sticker & sealed.  Make: Bisleri/Aquafina/Kinley	10,620 nos.				
2.	Bottle, Mineral drinking water, 500 ML, conforming to latest BIS standards & with BIS mark & with manufacturer sticker & sealed.  Make: Bisleri/Aquafine/Kinley	20,160 Nos.				
3.	Bottle, Mineral drinking water in 200 ML, conforming to latest BIS standards & with BIS mark & with manufacturer sticker & sealed.  Make: Bisleri/Aquafina/Kinley	21,312 No.				
Grand Total Value Including GST in INR.						

**Special Notes:**

1. Please specifically mention applicable Taxes(GST) in the above format, otherwise the rates will be considered as all inclusive rates.

2. Rates quoted should be for F.O.R. basis. Bidder should quote rates inclusive of transportation charge, insurance charge, out of pocket expenses etc. No additional charges shall be paid extra.

3. Commercial evaluation of bids will be done on the basis of Grand Total value of all items inclusive of taxes.

4. Bidder shall indicate GST Registration details of the firm in their offer.

**5. INDIRECT TAXES(GST) :**

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

(a) GST - means any tax imposed on the supply of goods and/or services under GST Law.

(b) Cess means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017.

(c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.

2. The rates quoted by the bidders shall be inclusive of all taxes, duties and levies. However, bidders are required to provide separately the rate and amount of all types of taxes, duties and levies. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have the right to recover the difference in case the rate of duty/ taxes finally assessed is on the lower side. Further, for the purpose of this contract, it is agreed between the parties that if Goods and Services Tax introduced during the tenure of this contract/agreement then the bidders have to clearly show the amount of GST separately in the Tax Invoices. Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.

3. Offers without giving any of the details of the taxes (Including rates and amounts) as specified above will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.

4. Bidders are required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profitteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the bidders should confirm that

benefit of lower costs has been passed on to OIL by way of lower prices/taxes and also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the bidders to ensure that the intended benefits of GST have been passed on to OIL.

5. Statutory variation(increase/decrease) of GST within the contractual delivery period will be to the account of OIL subject to documentary evidence. However, any increase in statutory levy after the expiry of the scheduled date of delivery shall be to the supplier's account.

6. Bidders agree to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and /or acceptance or rejection of credit notes / debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the 6. Bidders tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by OIL in the customized format shared by OIL in order to enable OIL to update its database etc. that may be necessary to match the invoices on GSTN common portal and enable OIL to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.

7. In case Input Tax Credit of GST is denied or demand is recovered from OIL by the Central / State Authorities on account of any non-compliance by bidders, including non-payment of GST charged and recovered, the Vendor/ Supplier/Contractor shall indemnify OIL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. OIL, at its discretion, may also withhold/recover such disputed amount from the pending payments of the bidders.

8. GST liability, if any on account of supply of free samples against any tender shall be

(End of PART-I)

**Scope of work & Special Terms and Conditions**

Scope of work & Special Terms & Conditions are as under :

1.0 OIL shall enter into a rate contract for a period of one year for supply of mineral drinking water bottle/jars of different capacity against this tender.

2.0 Packaged mineral drinking water in refill jars (20 ltrs capacity) should be suitable for dispensers.

3.0 Dispensers should be supplied free of cost to OIL. Requirement of hot and cold dispensers, as on date is approximately 20 nos. which should be supplied free of cost. In case of any increase in requirement, the additional quantity should be supplied free of cost to OIL's offices. However, the maximum requirement will be within 25 nos. OIL reserves the right for placing additional order for dispenser in case of extra requirement.

4.0 500 ml and 200 ml bottles will be ordered as per requirement of all the three offices of OIL on as and when required basis.

5.0 OIL shall be free to test the sample of drinking water supplied by you from any independent source for which all required cooperation/documentation shall be submitted by you.

6.0 Water testing report from reputed laboratory must be submitted by you in every month. Monthly payment shall be released only on submission of water test report with the bill.

7.0 20 ltr jars of mineral drinking water is required to be delivered before 5.00PM on daily basis as per the requirement of OIL.

8.0 OIL reserves the right to inspect quality of water being supplied on random basis and any foreign particles found or if the quality is not up to the standards of drinking water standards of WHO, contract shall be terminated with immediate effect.

9.0 Mineral Drinking water jars / bottles should be supplied as per the delivery terms of the contract & should strictly adhere to the delivery schedule mentioned in the orders which will be issued by OIL on the basis of actual requirement.

10.0 Average daily consumption of mineral drinking water of 20 ltr capacity jars will be approximately 35 jars on all working days from Monday to Friday or as advised by OIL. If water jars of 20 ltr. capacity are not delivered on a particular day, penalty of 10% amount of the bill of that day will be imposed.

11.0 In case of failure of the supplier to supply drinking water regularly, OIL reserves the right to arrange drinking water from any other sources and any additional cost incurred by OIL towards procurement of water bottles from alternate source shall be recovered from the successful bidder on whom order shall be placed against this tender.

**( End of PART-II)**



## ANNEXURE I

### **OIL INDIA LIMITED**

(A Government of India Enterprise)  
Plot No. 19, Sector 16A, Noida - 201301  
Phone: 0120 - 241900  
Fax: 0120 - 2488310  
E-mail: [oilindia@oilindia.in](mailto:oilindia@oilindia.in)  
Web Site: [www.oil-india.com](http://www.oil-india.com)

### **GENERAL TERMS AND CONDITIONS**

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

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

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

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

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

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

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

- 4.1 Offer should be in English . The Price Schedule shall be furnished by the bidder as per proforma vide Annexure - II. The prescribed proforma duly filled in and signed should be returned intact whether quoting for any service or not. When any service is not being quoted by the Bidder, the corresponding space should be filled up by the words "Not Quoting". The Price Schedule shall be complete and free from ambiguity, change or interlineations.
- 4.2 Offered rates should be kept firm through completion of the Contract duration.
- 4.3 TAXES(GST) : Taxes(GST) , duty etc, if any, should be shown separately. IF TAXES ETC. ARE NOT SHOWN SEPARATELY THE OFFER WILL BE CONSIDERED TO BE INCLUSIVE OF ALL TAXES, DUTIES ETC. AND WILL BE BINDING ON THE BIDDER. For details, please refer to Special Note no.(5) provided in the bidding format in PART-I enclosed.

#### **4.4 STATUTORY VARIATION:**

Any statutory variation (increase/decrease) in the rate of any statutory levy after the closing date of tenders/revised priced bid, as the case may be, but within the contractual delivery/completion period will be to the account of OIL subject to documentary evidence.

- 4.5 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
- 4.6 **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.

4.7 **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.

4.8 **VAGUE AND INDEFINITE EXPRESSIONS:**

Any vague and indefinite expressions will not be considered.

5.0 **CLARIFICATION IN RESPECT OF INCOMPLETE OFFERS**

Prospective bidders are advised to ensure that their bids are complete in all respects and conform to OIL's terms, conditions and bid evaluation criteria of the tender. If required, clarifications may be asked by OIL .

6.0 **DOCUMENTS COMPRISING THE BID :**

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

- a) Bidding format for Rates ,duly filled (Refer PART-I).
- b) Bid must accompany necessary literature/catalogue of the product , wherever required.
- c) Exceptions/Deviations Statement, if any
- d) Authorisation letter for attending Tender Opening (Refer Annexure - II)

7.0 **SUBMISSION OF OFFER :**

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

7.2 Bidders, in their own interest, are advised to drop their offers personally in "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.

7.3 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.

8.0 **DEADLINE FOR SUBMISSION OF BIDS :**

8.1 Offers must be received at the office of the Chief Adviser(C & P), Oil India Limited at NOIDA by the Bid Closing Date & time mentioned in the Notice Inviting Tender (NIT).

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

9.0 **MODIFICATIONS AND CLARIFICATIONS OF BIDS :**

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

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

10.0 **EXTENSION OF BID SUBMISSION DATE :**

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

**11.0 RETURN OF LATE BIDS :**

- 11.1 Bids received after Bid Closing Date & time will be treated as "Late Bids". In case of tenders where Bid Security has been called for, the late bids shall be returned to the bidders immediately. In all other cases, the late bids will be destroyed by OIL.

**12.0 OPENING OF TENDERS :**

- 12.1 Bidder or their authorised representative (only one person per bidder) will be allowed to be present at the time of opening of the Bids. However, a letter (in the form as per Annexure - IV enclosed) must be produced to the Tender Opening Officer at the time of opening of tenders. Unless this letter is presented, the representative will not be allowed to attend the tender opening.

- 12.2 In case of any unscheduled holiday/Bandh on the bid opening date, the Bids will be opened on the next working day. Accordingly, Bid Closing Date / time will get extended up to the next working day.

**13.0 COMPLIANCE WITH TENDER :**

- 13.1 Bidder's offer must conform in all respects with the applicable specifications, terms and conditions of the tender. Any deviation from the tender specifications or terms and conditions must be clearly and explicitly stated. If the bidder does not superficially mention about any deviations from the tender terms and conditions, it will be construed that they have agreed to comply with all the terms and conditions of the tender.

- 13.2 OIL reserves the right to accept / reject any deviation in bidder's offer pertaining to the terms and conditions stipulated in this tender without assigning any reason.

**14.0 OIL'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.**

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

**15.0 BANKING CHARGES :**

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

**16.0 ASSIGNMENT :**

The Bidder/ Contractor 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/ Contractor of any of his obligations which might have arisen before such permission was given.

**17.0 BID SECURITY : NOT APPLICABLE.**

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

- i) A Bank Guarantee from any scheduled Indian Bank. The Bank Guarantee shall be valid for 3(three) 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.

- 17.2.1 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.

- 17.2.2 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

- 17.2.3 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.
- 17.3 Any bid not accompanied by a proper Bid Security (in Original) in conformity with Clauses 17.1 and 17.2.1 will be rejected outright without any further reference.
- 17.4 The Bid Security of the unsuccessful bidders will be returned after finalization of tender whereas the Bid Security of the successful bidder will be discharged on such bidder's furnishing the Performance Security to OIL in the prescribed format (Annexure - VI) 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 18.0 below as the case may be, is furnished.
- 17.5 The bidders will extend the validity of the Bid Security, if and whenever specifically advised by OIL, at the bidder's cost.
- 17.6 Bid Security will not accrue any interest during its period of validity or extended validity.
- 17.7 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 15 days of placement of order or before the expiry of Bid Security (unless extended), whichever is earlier
- OR
- (c) If it is found that a Bidder has furnished fraudulent document/informations, the Bid Security shall be forfeited and the party will be debarred for a period of 3(three) years from date of detection of such fraudulent act.

18.0 **PERFORMANCE SECURITY : NOT APPLICABLE.**

18.1 The successful bidder shall furnish Performance security of 7.5% of the contract value. Initial Performance Security of 2.5% should be submitted in the form enclosed (Annexure - V) herewith within 15 days of the receipt of the notification of award of Contract, failing which OIL reserves the right to cancel the award of Contract and forfeit the Bid Security. Balance 5% shall be deducted from their running account bills. Bidders should undertake in their bid to submit Performance Security as stated above. Performance Security should be for an amount as mentioned in the Forwarding Letter. The Bank Guarantee issued by any Scheduled Bank should be kept valid for six more month than the validity of the Contract and extensions thereto. Alternatively the successful bidder can submit the Performance Security in the form of Bank Draft for the amount mentioned above. Performance security in any form will be returned to the Contractor only after six months after the validity of the Contract and extensions if any.

- 18.2 In the event of Bidder's failure to discharge their obligations under the Contract, the Performance Security shall be forfeited in part or full without any further reference to the Bidder.
- 18.3 The Performance Security shall be denominated in the currency of the contract and shall be in the form of a Bank Guarantee or Bank Draft.
- 18.4 The Bank Guarantee will have to be given from the Scheduled Bank 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.
- 18.5 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

- 18.6 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 LOA/Contract issued/placed on the Contractor shall be treated as cancelled forthwith and the bidder shall be debarred from participating in future tenders. Further, the Bid Security submitted by such Contractor shall be invoked without any further reference.
- 18.7 The Bank Guarantee shall be enforceable at NOIDA/DELHI or as specified in the Tender/Contract.
- 18.8 Performance Security amount will not accrue any interest.

**19.0 RETENTION MONEY : Not applicable.: NOT APPLICABLE**

A Retention Money equivalent to 7.5 % of each running account bill will be deducted till final completion of the Contract. This amount will be released to the Contractor along with the Performance Security i.e. after 6(six) months but within 7(seven) months from Completion of the Contract period. Retention Money will not accrue any interest.

**20.0 LIQUIDATED DAMAGES :**

The Contractor shall mobilize their personnel and equipment within the specified time for commencement / completion of services as mentioned in the notice of award of contract. In the event of the Contractor's default in timely commencement/ completion of services within the stipulated time, the Contractor shall be liable to pay Liquidated Damages at the rate of 0.5% (half percent) of the total evaluated value of the Contract per week or part thereof of delay subject to maximum of 7.5%. Liquidated damages will be reckoned from the stipulated date of commencement / completion as defined in the notice of award of the contract. Company may without prejudice to any other right or remedy available to it to recover damages for breach of contract, recover the liquidated damages as above from the Contractor. This is an agreed genuine pre-estimate of damages duly agreed by the parties.

The Company also reserves the right to cancel the contract without any compensation whatsoever in case of failure to commence services within the stipulated date.

**21.0 FORCE MAJEURE :**

- 21.1 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.
- 21.2 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 21.1 and which renders performance of the contract by the said party completely impossible.

**22.0 ARBITRATION :**

All disputes and differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this Tender and consequent Contract or the breach thereof shall be mutually settled. However, in case no such mutual settlement is arrived at, the matter shall be settled by arbitration in accordance with the provision of arbitration of the Indian Arbitration & Conciliation Act, 1996 and any statutory modification or re-enactment thereof and the Rules made there under and for the time being in force. The venue of arbitration shall be at NOIDA/DELHI unless otherwise agreed by OIL .

To  
**Chief General Manager(C & P)**  
**OIL INDIA LIMITED**  
**Plot No. 19, Sector 16A**  
**Noida - 201301**

Annexure-II

Dear Sir,

Sub : Tender 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:

