

TENDER No. LCP6458L18 dated 20.11.2017

This tender for procurement of “**02 (Two) nos. Automatic Battery Charger for DG sets Batteries at OIL House, 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.

Sl. No.	Name	Contact Details
1	M/s H S Engineering	D-7/48 Dayalpur , Delhi-110094
2	M/s R K Enterprise	Shop No.20 Mini market, Alok Nandan, New Delhi
3	M/s Surendra Engineers	Garhi Mayachak, Shyampur, Dist-Dehradun, Uttarakhand
4	M/s Rana Electrical & Contractor	Pocket B7/ Flat No.464, Mayur Vihar Phase-III Delhi-96
5	M/s Rastriya Electrical & Engg Corporation	1970 Electrical Market, Bhagirathi Place, Delhi-06

Note: All addenda, Corrigenda, time extension etc. to the Tender will be hosted on the OIL's website 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 उद्यम)
Oil India Limited
(A Government of India Enterprise)

Plot No. 19, Sector 16A, Noida – 201301, U.P.
Phone: 0120 –2419000, 2419200
Fax: 0120-2488310
E-mail: corp_c&p@oilindia.in
Web Site: www.oil-india.com

Tender No.	LCP6458L18
Date	20.11.2017
Type of Bid	Single Stage Single (Composite) Bid
Bid Closing Date & Time	19.12.2017 [14 :30 Hrs. (IST)]
Bid Opening Date & Time	19.12.2017 [15 :00 Hrs. (IST)]
Bid Security	Not Applicable
Performance Security	Not Applicable

Ma'am/Sir,

Oil India Limited (OIL), a Govt. of India Enterprise under Ministry of Petroleum & Natural Gas, invites you to submit your firm quotation for “**02 (Two) nos. Automatic Battery Charger for DG sets Batteries at OIL House, Noida**” as specified in the enclosed **Annexure-I** complete in all respect without keeping any ambiguity and conforming to the "General Terms & Conditions" (Document No. MM/OIL-DEL/ INDIGENOUS-PUR/2011) enclosed.

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

- 1.0 a) The sealed quotation should be sent to the following address:
Chief 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) Documentary evidence established in accordance with BRC / BEC part
 - iv) Your rates as per the format enclosed
 - v) Any deviation in specification.
 - vi) Validity of minimum 90 days from the bid closing date.
 - vii) 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. Clauses related to GST (Goods & Services Tax) will be applicable as detailed in **Annexure-III**.

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

(Ujjwal Jyoti Gogoi)
Sr. Manager (Materials)
For Chief General Manager (C&P)
For Chairman & Managing Director

Scope of Work

1. The requirement under this tender is for 02 (Two) nos. Automatic Battery Charger for DG sets Batteries at OIL House, Noida:

Sr. No.	Item Description	Quantity in Nos.
1	Automatic Battery Charger, 24 Volt DC, 25 Amp, Single Phase Float & Boost Charging With Digital Amp Meter, Volt Meter And Accessories. Make - Blue Hill Electricals & Electronics Or Equivalent.	2 Nos.

General Notes for Bidders:-

- 1.0** Materials shall be brand new, unused & of prime quality.
- 2.0** Delivery:
- 2.1 Bidders shall offer their price for delivery at OIL House, Sector-16A, Noida. No extra transportation cost, insurance, out of pocket expenses, etc. will be paid.
- 2.2 Delivery to be completed within 2 (two) weeks from date of receipt of the order.
- 3.0** Installation and Commissioning:
- 3.1 The supplier shall install the unit at locations as per instruction of concerned OIL executive.
- 3.2 The installation and commissioning to be completed to OIL's satisfaction within 1(one) week of delivery of the material at site.
- 3.3 All material and manpower required for installation must be supplied by the supplier.
- 4.0** Warranty:
- 4.1 The materials supplied as part of this tender shall be covered under warranty for a period not less than 1 (one) year from the date of successful installation and commissioning of the unit.
- 4.2 The supplier must ensure preventive & corrective maintenance including replacement of defective parts during warranty period, at no extra cost.
- 5.0** Payment Terms:
- 5.1 100% payment shall be made after receipt and successful installation and commissioning of Battery Chargers at site.
- 5.2 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.

- End of Annexure-I -

BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC)**1.0 BID REJECTION CRITERIA (BRC):**

The bid shall conform generally to the specifications and terms and conditions given in the Bid Documents. Bids will be rejected in case items offered do not conform to the required 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. All the documents related to BEC must be submitted along with the Bid.

1.1 Technical: The bidder should have experience of successfully executing at least one SIMILAR ORDER of minimum value **Rs. 39,500.00 (Rupees Thirty Nine Thousand Five Hundred only)** in previous 5(five) years reckoned from the original bid closing date.

SIMILAR ORDER means supply of Automatic Battery Charger for DG Sets Batteries.

Note to BRC Clause 1.1 above: Documentary evidence in respect of experience should be submitted in the form of copies of relevant Purchase Orders **along with** copies of any of the documents in respect of satisfactory execution of each of those Purchase Orders, such as –

- (i) Satisfactory Inspection Report (OR)
- (ii) Satisfactory Supply Completion / Installation Report (OR)
- (iii) Any other documentary evidence that can substantiate the satisfactory execution of each of the purchase orders cited above.

1.2 Financial:

1.2.1 Annual Financial Turnover of the bidder during any of preceding three financial / accounting years from the original bid closing date should be at least **Rs. 39,500.00 (Rupees Thirty Nine Thousand Five Hundred only)**

1.2.2 Net worth of bidder must be positive for preceding financial/ accounting year.

Notes to BRC Clause 1.2 above:

I. For proof of Annual Turnover & Net worth, any one of the following documents/ photocopies must be submitted along with the bid:-

- (i) Audited Balance Sheet along with Profit & Loss account.

OR

- (ii) A certificate issued by a practicing Chartered / Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **Proforma-I**.

II. Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that 'the balance sheet/Financial Statements for the financial year _____ has actually not been audited so far'.

III. In case the bidder is a Central Govt. organization / PSU / State Govt. organization / Semi-State Govt. Organization or any other Central / State Govt.

Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidences for the same.

1.1 Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:

- (i) Firm price
- (ii) Period of validity of Bid
- (iii) Price Schedule
- (iv) Delivery / Completion Schedule
- (v) Scope of work
- (vi) Guarantee of material / work
- (vii) Liquidated Damages clause
- (viii) Tax liabilities
- (ix) Arbitration / Resolution of Dispute Clause
- (x) Force Majeure
- (xi) Applicable Laws
- (xii) Specifications
- (xiii) Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.

2.0 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 [in addition to General BEC mentioned vide Para 34.0 of General Terms and Conditions (MM/OIL-DEL/ INDIGENOUS-PUR/2011)]:

2.1 Comparison of responsive bids will be done on the basis of overall "Total F.O.R. OIL House, Plot No.19, Sector-16A, NOIDA Value including taxes & GST" as per the Price Schedule enclosed as **Annexure-IIA** and order will accordingly be placed on the lowest evaluated bidder.

2.2 Purchase Preference to Micro and Small Enterprises will be given as per prevailing Government Guidelines as applicable on bid closing date.

3.0 GENERAL:

3.1 In case bidder takes exception to any clause of tender document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BRC.

3.2 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.

3.3 If any of the clauses in the BEC/BRC contradict with other clauses of tender document elsewhere, the clauses in the BEC/BRC shall prevail.

3.4 Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.

3.5 The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

- End of Annexure-II -

BIDDING FORMAT

Sl. No.	Description	Unit of Measurement	Quantity	Unit Rate including all taxes but excluding GST (Rs.)	GST (Rate) on Unit Price (in %)	Total F.O.R. OIL House, Plot No.19, Sector-16A, NOIDA Value including taxes & GST (Rs.)	HSN Code
			A	B	C	D = A X (B + C X B)	
1	Automatic Battery Charger, 24 Volt DC, 25 Amp, Single Phase Float & Boost Charging With Digital Amp Meter, Volt Meter And Accessories. Make - Blue Hill Electricals & Electronics Or Equivalent.	Number	2				

Authorised Person's Signature: _____

Name of Authorised Person: _____

Name of Vendor: _____

Existing Vendor Code with OIL (if any): _____

Seal of the Vendor:

- End of Annexure-IIA -

TAXES AND DUTIES CLAUSE - FOR VENDOR/SUPPLIER/CONTRACTOR
(For Supplies/ Services during GST Regime i.e., New Tender)

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 to 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-Profiteering 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. Oil India Ltd. shall declare the value of free issue of materials and services, if any, involved in the execution of the contract. The Contractor should consider the same while working out the GST liability, if any. Further in cases where GST is leviable on any facilities provided by OIL and used by bidders and the consideration for which is recovered by OIL in the form of reduction in the invoice raised by bidders then OIL will raise GST invoices on such transactions and the same will be reimbursed by bidders.
6. **When Input tax credit is available for Set Off as per the end use certification given by User Department at the time of raising Purchase Requisition (P.R.)**
Evaluation of L-1 prices shall be done based on Quoted price after deduction of Input Tax Credit (ITC) of GST, if available to OIL. OIL shall evaluate the offers on the basis of

the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders

When Input tax credit is NOT available for Set Off

Evaluation of L-1 prices shall be done based on Quoted price only. OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders

7. Bidders agree to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and /or acceptance or rejection of credit notes / debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by OIL in the customized format shared by OIL in order to enable OIL to update its database etc. that may be necessary to match the invoices on GSTN common portal and enable OIL to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.
8. 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.
9. GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.

- End of Annexure-III -

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

TO BE ISSUED BY PRACTISING **CHARTERED ACCOUNTANTS' FIRM** ON THEIR
LETTER HEAD

TO WHOM IT MAY CONCERN

This is to certify that the following financial positions extracted from the audited financial statements of (Name of the Bidder) for the last three (3) completed accounting years upto**(as the case may be)** are correct.

YEAR	TURN OVER In INR (Rs.)	NET WORTH In INR (Rs.)

Place:

Date:

Seal:

Membership Number and Firm Registration Number :

Signature:

OIL INDIA LIMITED

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

MM/OIL-DEL/ INDIGENOUS-PUR/2011

GENERAL TERMS AND CONDITIONS **FOR INDIGENOUS TENDER**

(Please refer to ANNEXURE-A 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:
- Address of the factory from where the goods will be dispatched.
 - 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:**
- All taxes, stamp duties and other levies for the services including installation/commissioning, Training etc. shall be to the Bidder/Seller's account.
 - 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
- Bidder's name, address, contact Telephone No. & Email address
 - Tender No. and Bid Closing Date
 - Product Name
 - 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 re floated, 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.

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 six months from the 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 that the validity of the Bid Security till such time the Performance Security in conformity with Clauses 7.0 below as the case may be, is furnished.

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

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

6.7 The Bid Security (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 category limit for which the unit is registered. Documentary evidence of the monetary limits should be enclosed without which the bidder will not be entitled for exemption.

6.8.2 Public Sector undertakings are exempted from submitting Bid Security.

7.0 PERFORMANCE SECURITY:

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

7.1 The successful bidder shall furnish the Performance Security in the form enclosed (APPENDIX) herewith within 30 days of the receipt of Letter of Intent / order / LOA / Contract failing which OIL reserves the right to cancel the order / contract and forfeit the Bid Security. Bidders should undertake in their bid to submit Performance Security as stated above.

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

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

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

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

(a) Full Address

(b) Branch Code

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

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

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

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

7.8 Performance Security for capital nature items like plant and machinery etc. shall be valid for 12 months from the date of commissioning or 18 months from the date of despatch whichever concludes earlier. However, for consumables like chemicals, cement, tubular etc. the Performance Security shall be valid for 12 months from the date of despatch. The validity requirement of Performance Security specified in the main order is assuming despatch within stipulated delivery period. In case of any delay in despatch, validity of the Performance Security is to be extended suitably as aforesaid.

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

7.10 Performance Security amount will not accrue any interest.

7.11 Exemption of Performance Security:

~~7.11.1 Small Scale units registered with NSIC/Directorate of Industries are exempted from submitting Performance Security if the order/contract value is less than the monetary limits for which the firm is registered. In absence of monetary/quantity limit in the NSIC/Directorate of Industries certificate, bidders should submit Capacity~~

~~Assessment Certificate issued by concerned NSIC/District Industries Centres. Otherwise the unit will not be eligible to avail exemption for Performance Security. (Please refer to Para 5.0 of Annexure-A 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) Authorisation letter for attending Tender Opening (Refer APPENDIX-III)
- f) Bid Security, wherever required.
- g) Confirmation about the Performance Security, wherever required

9.0 **SUBMISSION OF OFFER:**

9.1 **SEALING AND MARKING OF BIDS:**

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

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

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

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

- 9.1.3 The sealed inner envelope containing the offers should then be put in another envelope bearing the following address:

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

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

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

- 9.4 Bidders, in their own interest, are advised to drop their offers personally in “LOCAL TENDER BOX” at C & P department at NOIDA. Alternatively they may send the same through Registered Post /courier. Oil India Limited will not be responsible for any delay, wrong delivery or non-delivery of the offers. No offer will be accepted after the bid closing date and time.
- 9.5 Bids must be submitted in original. No offer should be sent by Telex / Cable / Fax / E-mail/telephone unless specifically asked for in writing. Bids not complying with above will be rejected.
- 10.0 **DEADLINE FOR SUBMISSION OF BIDS:**
- 10.1 Offers must be received at the office of the 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 alongwith the despatch documents. The certificate issued by the Third Party Inspection Agency must specify that the inspection has been carried out for the material to be supplied to OIL INDIA LIMITED and inspection has been carried out as per the scope of inspection stipulated in OIL's Purchase Order. The certificate should also specify OIL's Purchase Order Number.

18.0 PACKING:

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

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

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

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

18.5 All items must have their respective identification marks painted / embossed on them.

18.6 Crates or boxes should have a list of items contained therein secured to the exterior by means of an enveloping piece of tin sheet nailed to the wood. A duplicate list should also be included inside the crate with the contents.

18.7 The Seller shall be responsible for damage of goods either in full or in part and for corrosion and/or deterioration of the plant and equipment during transit due to inadequate/insufficient packing or due to non-compliance with the above Para Nos. 18.1 to 18.4 depending upon the nature of items and as such shall be obligated to repair or replace the damaged goods or plant or equipment in full or in parts thereof, at free of cost to OIL within a reasonable period of time.

18.8 WEIGHT AND SIZE LIMITATION OF PACKAGES:

Normal limiting dimensions and weights are as under:

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

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

19.0 DESPATCH :

19.1 Road Despatch:

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

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

19.2 Rail Despatch:

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

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

a) Monday to Friday: Morning: 10:00 AM to 01.30 PM

Afternoon: 02.00 PM to 04.30 PM

20.0 INSURANCE:

20.1 Transit insurance will be arranged and paid for by OIL for all orders other than FOR Destination orders, if otherwise not mentioned anything in the tender. The Bidder/seller will be required to intimate the insurance agency (which will be specified in the Purchase Order) regarding the despatch details immediately after despatch. The Sellers have to arrange the transit insurance at their cost in case of orders placed on FOR Destination basis.

21.0 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)”.

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 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 180 days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

Sealed with the Said Bank

This _____ day of _____

 Signature of the Bank

PERFORMANCE BANK GUARANTEE FORM

Ref. No Bank Guarantee No

Dated

TO,
OIL INDIA LIMITED
P. O. - DULIAJAN - 786 602
ASSAM, INDIA

Whereas (herein after called 'the Seller') has undertaken, in pursuance of Order No. dated.to supply(description of Goods and Services) hereinafter called 'the Contract'.

AND WHEREAS it has been stipulated by you in the said Contract that the seller shall furnish you a Bank gurantee by a recognized Bank for the sum specified therein as security for compliance with the Seller's performance obligation in accordance with the contract.

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

THEREFORE we hereby affirm that we are Guarantors on responsibility to you, on behalf of the seller, up to a total of(amount of the Guarantee in words and figures) and we undertake to pay you upon first written demand declaring the Seller to be in default under the contract and without cavil or argument and sum or sums within the limits of.(Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

The Guarantee is valid until theday of

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