



**OIL INDIA LIMITED**  
(A Government of India Enterprises)  
4, India Exchange Place  
Kolkata -1

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**FORWARDING LETTER**

<b>Tender No.</b>	<b>: SKI1904P14</b>	<b>dated 29.11.2013</b>
<b>Tender Fee</b>	<b>: Rs 1,000.00</b>	
<b>Bid Security Amount</b>	<b>: Rs 47,000.00</b>	
<b>Bidding Type</b>	<b>: SINGLE STAGE COMPOSITE BID</b>	
<b>Bid Closing on</b>	<b>: As mentioned in the e-portal</b>	
<b>Bid Opening on</b>	<b>: -do-</b>	
<b>Performance Security</b>	<b>: Applicable</b>	
<b>Integrity Pact</b>	<b>: Applicable</b>	
<b>Delivery</b>	<b>: Duliajan , Assam .</b>	

OIL invites Bids for the supply, installation & commissioning of **ELECTRICAL PANEL** through its E-Procurement site. The bidding documents and other terms and conditions are available at Booklet No. MM/CALCUTTA/E-01/2010. The prescribed Bid Forms for submission of bids are available in the Technical RFx -> External Area -> Tender Documents .

The general details of tender can be viewed by opening the RFx [ Tender] under RFx and Auctions.. The details of items tendered can be **found in the Item Data and details uploaded under Technical RFX.**

**The tender will be governed by:**

- “General Terms & Conditions” for e-Procurement as per Booklet NO. MM/CALCUTTA/E-01/2010 for E-procurement (LCB Tenders).
- Technical specifications and Qty. as per **ANNEXURE II** .
- The prescribed Bid Forms for submission of bids are available in the Technical RFx -> External Area -> Tender Documents.

- d) In the event of receipt of only a single offer against the tender within 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.
- e) Any sum of money due and payable to the contractor (including Security Deposit refundable to them) under this or any other contract may be appropriated by Oil India Limited and set-off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited).
- f) Bidder are advised to fill up the Technical bid CHECK LIST and RESPONSE SHEET given in MS excel format in Technical RFX -> External Area -> Tender Documents. The above filled up document to be uploaded in the **Technical RFX** Response.

**Special Note:**

**1.0 General Qualification Criteria:**

In addition to the general BRC/BEC, following criteria on Bidders' Experience and their financial capabilities shall be considered (**documentary evidence to be provided along with the bid in** Technical RFX -> External Area -> Tender Documents) as on the Bid Closing Date:

- a) Bidder should have experience of successfully executing similar order of **Rs. 14.17 Lakhs** during last 3 years.
- b) Annual financial turnover of the firm in any of the last 3 financial years or current financial year should not be less than **Rs. 47.25 Lakhs**.

**2.0** Application showing full address / e-mail address with Tender fee (non-refundable) of ₹ 1000.00 per tender (excepting PSU and SSI units registered with NSIC) by Demand Draft in favour of M/s. Oil India Limited payable at Kolkata and to be sent to Head-Calcutta Branch, Oil India Limited, 4, India Exchange Place, Kolkata – 700 001. Application shall be accepted only upto one week prior to Bid Closing date. The envelope containing the application for participation should clearly indicate “REQUEST FOR ISSUE OF USER ID AND PASSWORD FOR E TENDER NO SKI1807P14 for easy identification and timely issue of authorisation. On receipt of requisite tender fee and subject to fulfilment of eligibility criteria, USER\_ID and initial PASSWORD will be communicated to the bidder (through-e-mail) and will be allowed to participate in the tender through OIL's e-Procurement portal. No physical tender documents will be provided. USER\_ID AND INITIAL PASSWORD WILL BE ISSUED TILL ONE WEEK PRIOR TO THE BID CLOSING DATE.

**NOTE: PSUs and SSI units are provided tender documents Free of Cost (as per govt guidelines), however they have to apply to OIL's designated office to issue the tender documents before the last date of sale of tender document mentioned in the tender.**

3.0 Please note that all tender forms and supporting documents are to be submitted through OIL's e-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribed with **Tender no.** and **Due date** to **Head Materials, Materials Department, Oil India Limited, Duliajan - 786602, Assam** on or before the Bid Closing Date and Time mentioned in the Tender.

- a) **Original Bid Security**
- b) **Detailed Catalogue (if any)**
- c) **Any other document required to be submitted in original as per tender requirement**

All documents submitted in physical form should be signed on all pages by the authorised signatory of the bidder and to be submitted in triplicate.

5.0 Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the NIT or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in rejection of its offer without seeking any clarifications.

6.0 Bidders must ensure that their bid is uploaded in the system before the tender closing date and time. Also, they must ensure that above documents which are to be submitted in a sealed envelope are also submitted at the above mentioned address before the bid closing date and time failing which the offer shall be rejected.

7.0 Bid must be submitted electronically only through OIL's e-procurement portal. Bid submitted in any other form will be rejected.

8.0 The tender shall be governed by the Bid Rejection & Bid Evaluation Criteria given in enclosed Annexure-II. However, if any of the Clauses of the Bid Rejection Criteria / Bid Evaluation Criteria contradict the Clauses of the tender and / or "General Terms & Conditions" as per Booklet No. MM/CALCUTTA/E-01/2010 for E procurement (LCB Tenders) to General Terms and Conditions for Indigenous E-Tender elsewhere, those in the BEC / BRC shall prevail.

9.0 All the Bids must be Digitally Signed using "Class 3" digital certificate (e-commerce application) with organisation name as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

10.0 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.

11.0 Please do refer the User Manual provided on the portal on the procedure How to create Response for submitting offer.

**Yours Faithfully**

**Sd-**

**Prayas Chakravorty  
Sr. Purchase Officer  
For Chief Manager Materials  
For Head Calcutta Branch**



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**ANNEXURE-II**

Tender No& Date : SKI1904P14

DATED 29.11.2013

**OIL INDIA LIMITED invites Indigenous tenders for items detailed below:**

**TECHNICAL SPECIFICATIONS WITH QUANTITY**

SLNO & MATERIAL CODE NO.	MATERIAL DESCRIPTION.	QUANTITY	UNIT
10 OC000161	<b><u>ELECTRICAL PANEL</u></b> <i><u>Detailed specification is given below</u></i>	01	NO.
20	<b><u>Installation &amp; Commissioning</u></b>	01	AU

**DETAIL SPECIFICATION (Item 10)**

Pre-fabricated and ready to use unitized electrical sub-station, outdoor, weatherproof, housed in a steel enclosure and mounted on sturdy steel frame suitable for installation on a concrete foundation.

The house structure shall comprise three main compartments, HT compartment housing an RMU, a transformer and an LT PCC panel with the following specifications:

## A. Enclosure

The enclosure shall be factory built and tested, shall be compact in construction and shall be easy to maintain.

Features of the enclosure:

- a) The unitized substation house shall be an outdoor, weatherproof steel house mounted on a self supporting skid of ISMC channels. The substation house shall be suitable for bottom lift.
- b) The substation house shall be a fabricated sheet steel structure. The house columns and ceiling frame will be constructed from structural steel seam welded. The shell of the house shall be fabricated from CRC sheet steel not less than 2 mm thick. Load bearing members shall be constructed from minimum 4 mm thick hot dipped GI ISMC.
- c) The roof shall have sufficient gradient with welded gutter for easy drainage of rain water. The roof shall be double skinned with air insulation.
- d) The house shall be provided with special ventilation openings to facilitate air circulation, so that no compartment runs hot even in summer season.
- e) The substation house shall be in 3 (three) segregated compartments. Compartments should be modular and of completely bolted design. The compartments shall be used to house 1 (one) no. Ring Main Unit (for isolation of the incoming power), 1 (one) no. 11kV /415 V, 1000 kVA transformer and 1 (one) no. PCC panel with MCCB type outgoing feeders.
- f) Lockable doors shall be provided on each side of the house to provide access to the RMU, LV and transformer compartments. The doors shall open outwards.
- g) The house shall have independent access to all compartments for facilitating routine maintenance.
- h) Painting of the enclosure: Powder coated, Shade RAL 7032 or suitable equivalent shade
- i) Size of the enclosure should not exceed 3m (L) x 3m (W) x 3 m (H).
- j) The complete substation shall be manufactured and tested as per IEC-62271-202/IS: 14786-2000.
- k) Rated enclosure class- 15

Safety features:

- a) All live parts in the enclosure compartments shall be protected against unintentional contact by means of lockable /mechanically interlocked door and covers.
- b) The Low voltage parts are also to be protected with unintentional contact.
- c) The enclosure of the substation shall be effectively earthed with the earth busbar forming a grid inside the house interconnecting all the equipments. Provision for connecting the external grid earth shall be provided on either sides of the substation.
- d) Internal earthing of substation shall be done with sufficiently sized Aluminum straps as per IS: 3043.

Site conditions:

Insulation system of the cubicle should withstand extreme humid condition and suitable for use under site condition mentioned below.

1. a) Maximum Ambient air temperature: 40 ° C  
b) Minimum Ambient air temperature: 5 ° C
2. Maximum humidity at site (at 40 ° C): 98 %
3. Surrounding atmospheric condition: Humid. Average rainfall- 250 cm annually

4. Site altitude: 120 mtr.

B. HT Compartment:

HT compartment shall house an RMU with the following specifications and features:

Specifications:

- a) SF6 Gas insulated metal enclosed ring main unit, with one VCB and two load break isolator switches
- b) Rated voltage and frequency: 11 kV/ 50 Hz, 3 phase
- c) Rated current: Busbars- 630 A minimum
- d) Rated current: Circuit breaker- 630 A minimum
- e) Rated current: Isolator- 630 A minimum
- f) Type of insulation: SF6
- g) Rated lightning impulse withstand voltage(1.2kV/50us peak) (for busbar, circuit breaker and isolator) - 75 kV minimum
- h) Rated Power frequency short duration withstand voltage (for busbar, circuit breaker and isolator) - 28 kV RMS minimum
- i) Rated short time current duration (for busbar, circuit breaker and isolator) – 20 kA for 3 seconds minimum
- j) Making capacity of circuit breaker and isolator- 50 kA peak minimum
- k) Operation counter of 5 digits
- l) High mechanical endurance of 10,000 (minimum) operations
- m) Mechanical ON/OFF indication
- n) Spring FREE/ CHARGED indication
- o) Position indicator # SERVICE/ TEST/ ISOLATE
- p) Manual ON and TRIP button, emergency tripping arrangement without having to open the front door of the breaker chamber
- q) Operating sequence: O #0.3 min # CO # 3 min # CO
- r) Shunt trip coil and closing coil: 110 V DC rated, coil power supply taken from supplied power pack unit

Control supply for the tripping shall be taken from the PT through suitably rated Power Pack having following specifications:

- i) 110V AC input supply to the power pack shall be taken from PT output.
- ii) 3 phase rectifier with 1200 PIV shall be used in the power pack.
- iii) Surge suppressor suitable for numeric relays shall be provided in the power pack.
- iv) Power pack shall be protected through input HRC fuses.
- v) Battery shall be provided in the power pack to provide DC power for 90 minutes after incoming power failure.
- vi) Suitable filters should be provided in the power pack to give ripple free DC output for reliable relay operation.

Features:

- a) The RMU shall be provided with self powered numerical relay.
- b) The RMU shall be provided with metering cubicle with related accessories like CT, PT etc.
- c) The RMU will be provided with logical mechanical interlocks.
- d) XLPE HT cable of sufficient capacity shall be used to connect to the transformer.

- e) VCB shall have electrically operated spring charging system as well as manual operation
- f) Cable connection facility shall be provided from front at bottom (through foundation).
- g) Protection class: IP 54
- h) Conformity to IS: 2147, IEC-62271-202, IEC-60298 and IEC-60694
- i) The following minimum safety devices shall be provided to ensure the safety of operating personnel:
  - i) Explosion vents for Breaker to let out the gases under pressure generated during event of a fault inside the panel.
  - ii) Front door/panel sides to be pressure tested to withstand arc faults.
  - iii) RMU shall be type tested for internal arc fault
  - iv) CB and metal enclosure earthed in accordance with latest IS (IS-2516, part-1, section-1)
  - v) The required clearances as per mandatory standards shall be maintained between all load and non-loading bearing members.

Make of RMU: Alstom/ Crompton Greaves/ Siemens/ ABB/Areva

Make of numerical relay: C&S/Schneider/ABB/Siemens/Areva

Metering:

a) 01 no. - Microprocessor based digital multifunction meter with accuracy class 0.5 and with RS-485 port with MODBUS protocol for data logging/downloading. The meter shall preferably be of size 96mm x 96mm and shall measure the following electrical parameters: Voltage, Current, Frequency, KVA, KVA<sub>r</sub>, PF, KWH, and KVA<sub>r</sub>h. The multifunction meter shall have inbuilt memory to store data for minimum 75 days.

Make: HPL-Socomec(Diris Series)/Siemens/Merlin-Gerin/Swift-Encore

b) The CT required for metering and protection shall be as per IS: 2705 and IS: 4201 & shall be sized adequately. Insulation of CT shall be epoxy cast type. Metering CT- burden 15VA, Class-1, ratio 600-300/5. Protection CT- burden 15VA, Class-5P10, Ratio-600-300/5. Short time rating- 13kA for minimum 3 sec.

Make: Kappa/Precise Electricals/Automatic Electric/Pragati Electricals/same make of the VCB

c) PT shall be dry and indoor type epoxy cast resin type & as per IS: 3156(Part I, II, III). PT should be horizontal draw out type and mounted on the top of the panel. Cable entry shall be from bottom side. PT Ratio 11kV/110V (phase to phase), burden- 200 VA, accuracy class - 0.5 & protected with HRC fuse on both HT & LT side. PT shall be star star connected with neutral grounded.

Make: Kappa/Precise Electricals/Automatic Electric/Pragati Electricals/same make of the VCB

C. Transformer:

The transformer compartment shall house a 1000 kVA, 11kV/415V, 3 Phase, 50 Hz, copper conductor, Dry type, Resin encapsulated Insulation, natural air cooled distribution transformer for indoor use & as per following data sheet:

- a) Voltage ratio: 11 kV/ 415 V, three phase, 50 Hz
- b) Capacity: 1000 kVA
- c) Vector group: Dyn 11



- d) Tap changer: HT side, off circuit type with tap ratings from + 5% to -5% @ 2.5%
- e) Winding material: Copper
- f) Insulation: Dry type, Resin encapsulated, Class F
- g) Enclosure protection: IP 23 minimum
- h) Platinum RTD's with marshalling box- for each winding

Features:

- a) Transformer shall be provided standard fittings as follows:
  - i) HV bushings: 3 nos.
  - ii) LV bushings: 4 nos.
  - iii) Winding temperature scanner shall be provided with three nos. RTDs, one each for each LV winding. The scanner should provide indication, alarm & trip contacts. The RTDs should be properly wired up to the scanner terminals. Scanner alarm/ trip contacts shall be wired up to the HT Breaker (RMU).
  - iv) Lifting lugs
  - v) Body earthing terminals/studs: 2 nos.
  - vi) Jacking lugs
  - vii) Inspection covers
  - viii) Base channels with bi-directional rollers
  - ix) Any other accessories essential & required for operation and maintenance as per IS may also be included.
- b) Transformer shall be factory fitted inside the enclosure. However, if the transformer is to be fitted at site, the enclosure shall be designed for lifting along with the transformer fitted inside.
- c) LV panel shall be connected with the transformer LV side with flexible LV copper cables of sufficient capacity and size.

Make of transformer: Voltamp/RPG Raychem /Kirloskar/ Crompton Greaves/Alstom/ Bharat Bijlee

D. LV Compartment:

The LV compartment shall house an LV switchboard with one ACB as incomer and with one identical spare ACB and assorted MCCBs as outgoing feeders as per list given below.

Specifications of the LV panel:

- a) Horizontal busbars: 3 phase, 4 W, 415 V, 50 Hz, aluminium, minimum 2000 A capacity –Phase and neutral bus identical capacity- 1 set
- b) Air circuit breaker: 4P, 2000A, 50kA EDO type with  $\mu$ p based o/c, s/c & e/f release- 2 nos. in two panels
- c) Outgoing MCCBs-
  - i) 630A, 4P, 36kA fixed manual type with  $\mu$ p based o/c, s/c and e/f release – 4 nos.
  - ii) 400 A, 4P, 36kA fixed manual type with  $\mu$ p based o/c, s/c and e/f release – 4 nos.Alternatively, earth leakage protection through separate CBCT and earth leakage detection relay can be provided for the outgoing MCCBs in place of  $\mu$ p based e/f release.
- d) Brought out terminal connections shall be provided in the side or rear of the PCC panel for connection of the outgoing cables

Features of the panel:

a) Panel wiring:

i) All control wiring inside the panels shall be done with single core, flame retardant multi-stranded flexible copper PVC insulated (1100 V) wire, 1.5 mm<sup>2</sup> for potential circuits and 2.5 mm<sup>2</sup> for CT/current circuits. Control wires shall be properly identified with ferrule numbers and suitably terminated with proper sized lugs; control cable make-Finolex/Havells/Henley.

ii) Ring lugs shall be used at all critical connections such as CT connections. No more than two wires or lugs shall be attached under any one screw. All control & CT wiring should be terminated on suitable TBs. All terminal strips to have minimum 2 nos. spare terminals to accommodate any modification required during commissioning / operation. All terminal strips shall be accessible for testing and troubleshooting/maintenance.

b) Panel and its components shall be conforming to IS: 8623, 8828, 13947 and 12640. Protection shall be as per IP-54. Ambient-40°C (Max)/ 5°C (Min), Humidity-98% (Max).

c) Adequate insulated barriers between the bus chamber and feeder shall be provided to achieve Form-2 separation as per IEC 439-1.

d) All the hardware should be of high tensile steel duly zinc passivated for corrosion protection & fitted with proper sized heavy duty spring washer & two nos. heavy duty flat washers.

e) Sufficient space should be provided for proper glanding, dressing, connecting up and maintenance of cables. Adequate space should be provided for connecting the cable leads to the terminal blocks.

f) Wiring cables from panel to door shall be protected with heavy duty PVC spiral binding.

g) All hinged doors shall be earthed with copper flexible loops / braids as per IS-3043.

h) Suitable SS/brass material, NiCd plated single compression cable glands shall be provided in the panels.

Make of ACB: Siemens/Merlin Gerin/ABB

Make of MCCBs: Siemens/Merlin Gerin

## E. GENERAL NOTES, TERMS AND CONDITIONS

1.0 Documents to be submitted with the offer:

a) Technical details as per specifications mentioned above. Specific comment against each point is required.

b) Undertakings from the RMU, transformer and PCC panel manufacturers (if these equipment are not manufactured by the bidder) stating that in the event of an order on the party the individual manufacturers will supply the respective equipment through the party as per specifications of the tender and order and assurance to stand guarantee of the individual equipment supplied by them

c) Credentials regarding manufacture and supply of similar type of unitized substation with PCC/MCC/PMCC panels to Government/Public Sector Units during last five years

d) Copy of report of type tests done on identical/similar configuration unitized substation for insulation level, fault current level and temperature rise tests at CPRI or any govt. approved NABL accredited test laboratory

e) Copy of report of type tests done on similar VCB/RMU panel for fault current level and temperature rise tests at CPRI or any govt. approved NABL accredited test laboratory

- f) Copy of report of type tests done on similar transformer for fault current level and temperature rise tests at CPRI or any govt. approved NABL accredited test laboratory
- g) Copy of report of type tests done on similar LT panel for fault current level and temperature rise tests at CPRI or any govt. approved NABL accredited test laboratory
- h) General arrangement and layout drawing of the house, VCB panel, transformer, PCC panel
- i) Indicative schematic and wiring diagram of the PCC panel
- j) Technical catalogue/brochure of different equipment from the manufacturers
- k) Foundation details for the substation, with cable entry arrangement
- l) Bill of Materials
- m) Any other information

2.0 In case of an order the supplier shall submit detailed GA drawing, electrical schematics, wiring diagram, termination details, RMU panel drawings, transformer detailed drawings, LT panel drawings, cable schedule, bill of materials etc. to OIL within one month of placement of order. OIL shall scrutinize the drawings and communicate amendment/revision to the party, if any. Party shall incorporate the changes/revisions in the design and manufacture the unit accordingly. In case of an order on the party complete tender specs. and the deviations accepted by OIL in writing only shall be mentioned in the order.

3.0 Following documents are to be supplied with the item:

- a) Four sets of installation, commissioning & operation manual of the RMU, transformer and PCC panel
- b) Four sets of literature of main components like meters, protection & auxiliary relays etc.
- c) Four sets of test report containing results of tests done at substation manufacturer's works, along with test reports of routine tests carried out on individual equipment in respective manufacturer's works
- d) Guarantee certificate duly signed by the supplier, including guarantee of individual items like RMU and transformer
- e) Recommended list of spares with part nos. for maintenance for all items

4.0 Material should be adequately packed to avoid damage and ingress of water during transit.

OIL's PO no. and date shall be embossed/engraved on the panel.

All feeders shall have engraved designation nameplates. Details of Feeder designation shall be provided by OIL at the time of approval of drawing.

## F. TESTING AND INSPECTION

- a) OIL representatives shall carry out pre-despatch inspection of the unitized substation and witness all necessary testing at manufacturer's works. Bidders shall include charges towards inspection and witness test, if any, in their offer. [To and fro charges of OIL's personnel to manufacturer's works will be to OIL's account].
- b) The individual equipment shall be routine tested as per relevant IS and IEC standards at respective manufacturer's works (if the unit is assembled).
- c) Primary & secondary injection tests for RMU panel and LT panel in accordance with IS shall be carried out at the substation manufacturer's works during inspection.

d) Routine Test certificates/reports for individual equipment as well as for the complete unit carried out at manufacturer's works as per relevant IS & IEC shall be submitted at the time of final inspection by OIL's representative failing which despatch clearance will not be given.

Any alteration/modification requirements pointed out during the inspection shall be carried out by the manufacturer at no extra cost to OIL and confirmed before dispatch, without which dispatch clearance shall not be given.

#### G. GUARANTEE

The complete substation with RMU, transformer and LT panel must be guaranteed with all its components for a period of 12 months after commissioning. Supplier shall arrange for repair/ replacement, as required by OIL, of defective parts within one month of reporting of the failure by OIL. The guarantee/warranty shall be over and above the guarantee declared by the respective manufacturers for the individual components.

#### H. PAYMENT

80% of material cost shall be paid through bank against dispatch documents 20% of the balance material cost & 100% of installation & commissioning charges shall be paid after successful commissioning of the panel.

Scope of supply:

1. Complete unitized substation with the specifications as mentioned in the detailed specifications, with internal interconnections and internal earthing grid and external earthing provision (studs etc.)
2. Cables, flexible copper, of sufficient capacity (for HV, XLPE insulated and LV, PVC type) shall be provided for connections between busbars of transformers & busbars of RMU.
3. Commissioning spares, if any
4. "As-Built" drawings (Schematic and SLD), manuals, catalogues, test report etc. after pre-despatch inspection and final installation and commissioning

Installation and Commissioning:

Supplier shall install and commission the substation in the designated site of OIL at R & D complex. Supplier shall arrange for all manpower, tools and tackles, instruments etc. necessary for installation and commissioning of the PCC panel.

Scope of Commissioning:

- a) Checking of the substation house and indoor equipment for transit damage and rectification if any
- b) Testing of the equipment before energization
- c) Energization of the RMU/transformer and LT panel and testing of the panels- no load condition
- d) Testing of the panels in load condition, including simulation of faults, with available loads
- e) Submission of testing and commissioning report

Following shall be carried out by OIL:

- a) Connection of the incoming HT cable to the RMU
- b) Connection of outgoing LT cables to loads
- c) Transformer neutral earth connections
- d) Substation house earth connections

**NOTES:-**

1. Substation shall be installed and commissioned by the supplier at R & D building complex of Oil India Limited at Duliajan. Supplier will be intimated one week in advance for commissioning. Board, lodging and transportation of commissioning personnel will be in the scope of the supplier. Bidder shall quote commissioning charges separately.
2. All necessary manpower, tools and tackles, instruments etc. required for commissioning shall be in the scope of the supplier.
3. The following documents shall be submitted with the bid for scrutiny: [Refer Clause E, 1.0- "Documents to be submitted with the offer"]
  - a) Technical details as per specifications mentioned above. Specific comment against each point is required.
  - b) Undertakings from the RMU, transformer and PCC panel manufacturers (if these equipment are not manufactured by the bidder) stating that in the event of an order on the party the individual manufacturers will supply the respective equipment through the party as per specifications of the tender and order and assurance to stand guarantee of the individual equipment supplied by them
  - c) General arrangement and layout drawing of the house, RMU panel, transformer, PCC panel
  - d) Indicative electrical single line/schematic diagram
  - e) Bill of Materials and datasheets/catalogues of all the components used in the substation
  - f) Copy of report of type tests done on identical/similar configuration unitized substation for insulation level, fault current level and temperature rise tests at CPRI or any govt. approved NABL accredited test laboratory
  - g) Copy of report of type tests done on similar VCB/RMU panel for fault current level and temperature rise tests at CPRI or any govt. approved NABL accredited test laboratory
  - h) Copy of report of type tests done on similar transformer for fault current level and temperature rise tests at CPRI or any govt. approved NABL accredited test laboratory
  - i) Copy of report of type tests done on similar LT panel for fault current level and temperature rise tests at CPRI or any govt. approved NABL accredited test laboratory
  - j) Credentials regarding manufacture and supply of similar type of unitized substation with PCC/MCC/PMCC panels to Government/Public Sector Units during last five years
  - k) Foundation details for the substation, with cable entry arrangement

In addition, the bidder should provide the following information:

- a) Evidence of availability of minimum nine Tank Chemical Treatment Plant, Powder Coating Facilities and Stoving Oven
- b) Evidence of availability of calibrated testing equipment as per IS.
- c) The manufacturer must have documented quality management system certified to ISO 9001:2008 version.

In the event of an order, successful bidder shall submit fresh sets of detailed drawings (as mentioned above), which shall be approved by OIL before actual assembly/ manufacturing of the substation.

4. Offered substation must be new and in unused condition. No reconstructed/ rebuilt substation will be acceptable.

5. Components used in the substation shall be of reputed make (as given in the detailed description) and easily available. Bidder shall submit Bill of Materials (including any additional item to the item list given in the detailed description, if considered essential). Bidder shall also supply all commissioning spares essential for installation and commissioning of the substation panel at the designated site of OIL.

6. Bidder shall also submit list of 2 (two) years spares with prices for maintenance of the substation, along with the technical quotation. Prices of the spares are for reference only and will not be considered for evaluation purpose.

7. Bidder shall mention any deviations or other items/ points not indicated /included in the specifications but deemed necessary for design, Installation and commissioning, efficient control and operation of the substation. However, proper justification for deviation must be given.

8. On arrival of the substation and other materials (commissioning spares etc.) at OIL's premises at Duliajan and subsequent intimation by OIL, the supplier shall carry out inspection of the supplied items to ascertain/certify that there is no transit damage and items are complete in all respect and ready for installation. The party/supplier shall inspect within 15 days from OIL's date of intimation.

9. OIL representatives shall carry out pre-despatch inspection of substation and witness all necessary testing at manufacturer's works. Bidders shall include charges towards inspection and witness test, if any, in their offer. [To and fro charges of OIL's personnel to manufacturer's works will be to OIL's account].

10. Routine Test certificates/reports for the substation carried out at manufacturer's works as per relevant IS shall be submitted at the time of final inspection by OIL's representative failing which despatch clearance will not be given.

11. Substation shall be guaranteed for 12 (twelve) months from the date of commissioning.

12. Supplier shall submit the documents as detailed in E 3.0 ("Documents to be submitted with the item") before handing over the unit to OIL.

13. Packing shall be done properly to avoid transit damage and water/ moisture ingress.

### **BID EVALUATION CRITERIA/BID REJECTION CRITERIA**

The following BRC/BEC will govern the evaluation of the bids received against this tender. Bids that do not comply with stipulated BRC/BEC in full will be treated as non responsive and such bids shall prima-facie be rejected. Bid evaluation will be done only for those bids that pass through the "Bid Rejection Criteria" as stipulated in this document.

Other terms and conditions of the enquiry shall be as per General Terms and Conditions vide MM/CALCUTTA/E-01/2010 for E-Procurement LCB Tenders. However, if any of the Clauses of the Bid Rejection Criteria / Bid Evaluation Criteria (BRC / BEC) contradict the Clauses of the tender or MM/CALCUTTA/E-01/2010 elsewhere, those in the BRC / BEC shall prevail.

## 1. BID REJECTION CRITERIA (BRC):

### A: TECHNICAL

The offers must conform to the specifications and terms and conditions given in the demand. Bids shall be rejected in case the items offered do not conform to the required parameters stipulated in the technical specifications and to the respective standards wherever stipulated.

Notwithstanding the general conformity of the bids to the stipulated specifications and terms and conditions, the offer/ offers will be considered as non-responsive and is/are liable to be rejected on the following grounds:

1. The bidder shall be manufacturer or authorised dealer of 11 kV HT panel, or panel manufacturer of 11kV outdoor type substation, or authorized dealer or manufacturer of prefabricated 11KV outdoor type substation. In case of authorized dealer, valid authorised dealership certificate must be submitted along with bid.
2. Offer shall be complete in all respect to meet the technical specifications as per NIT. The bidder must quote for both (a) supply of prefabricated 11KV outdoor type substation and (b) installation, testing and commissioning of prefabricated 11KV outdoor type substation at OIL's designated site.
3. The bidder shall have experience of supply, installation, testing and commissioning of minimum 1 set of HT Switchgear in any Central Govt/ State Govt/ PSU in last three year as on bid closing date. Experience of the manufacture will also be considered for the bidder if the bidder is an authorised dealer of 11 kV HT panel or unitized substation. The bidder shall submit documentary evidence in support of this such as purchase order/ works order with detailed scope of work, completion certificate, performance certificate etc. along with their bid.
4. The manufacturer shall have designed, engineered, manufactured, tested and supplied in the last five years at least one set of prefabricated 11KV outdoor type substation and having 11KV VCB/RMU with 630A, 11KV VCB and 11KV/415V dry type transformer and 3/4 pole, 415 V ACB with outgoing MCCBs. The bidder shall submit documentary evidence in support of this such as purchase order/ works order with detailed scope of work, completion certificate, performance certificate etc. along with their bid.
5. Bidder has to submit copy of report of type tests done on identical/similar configuration unitized substation (as per offer) as per relevant IS: 14786/IEC at CPRI or any govt. approved NABL accredited test laboratory, along with the bid.

### B: COMMERCIAL :

- i). **Bid security of Rs. 47,000.00 (Forty seven Thousand)** shall be submitted manually in sealed envelope superscribed with BID SECURITY AGAINST Tender no. **SKI1904P14 to Head Calcutta Branch, Oil India Limited, 4, India Exchange Place , Kolkata-700001** only on or before the Bid Closing Date and Time

mentioned in the Tender. **If bid security in ORIGINAL of above mentioned amount is not received within bid closing date , the bid submitted through electronic form will be rejected without any further consideration.** For exemption for submission of Bid Security, please refer relevant para of General Terms and Conditions vide MM/CALCUTTA/E-01/2010 for E-Procurement LCB Tenders. **The Bid Security shall be valid for six month from the date of bid opening.**

- i). The prices offered will have to be firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and rejected.
- ii). Successful bidder will be required to furnish a **Performance Bank Guarantee @10%** of the order value. For exemption for submission of Performance Bank Guarantee, please refer relevant para of General Terms and Conditions vide MM/CALCUTTA/E-01/2010 for E-Procurement LCB Tenders. The Performance Bank Guarantee must be valid for one year from the date of successful commissioning of the equipment or 18 months from the date of despatch whichever is earlier. **Bidder must confirm the same in their bid. Offers not complying with this clause will be rejected.**
- iii). ***The Bank Guarantee should be allowed to be encashed at all branches within India.***
- iv). Bids received after the bid closing date and time will be rejected. Similarly, modifications to bids received after the bid closing date & time will not be considered.
- v). Validity of the bid shall be minimum 120 days from the Bid Closing Date. Bids with lesser validity will be rejected.
- vi). Bids containing incorrect statement will be rejected.
- vii). All the Bids must be Digitally Signed using “Class 3” digital certificate (*e-commerce application*) as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. The bid signed using other than “Class 3” digital certificate, will be rejected.

## **BID EVALUATION CRITERIA :**

### **A. TECHNICAL:**

The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Rejection Criteria (BRC) will be considered for further evaluation as per the Bid Evaluation Criteria given below.



- i) In the event of computational error between unit rate and total price, the unit rate as quoted by the bidder shall prevail.
- ii) Similarly in the event of discrepancy between words and quoted figure, words will prevail.

**B. COMMERCIAL:**

- i) To evaluate the inter-se-ranking of the offers, Assam entry tax on purchase value will be loaded as per prevailing Govt. of Assam guidelines as applicable on bid closing date. Bidders may check this with the appropriate authority while submitting their offer.
- ii) 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 to must be received on or before the dead line given by the company, failing which the offer will be summarily rejected.

**Standard Notes:**

- A. The original bid security (Amount is mentioned above and also in Basic Data of the tender in OIL's e-portal) should reach us before bid closing date and time .Bid without original Bid Security will be rejected. The bidders who are exempted from submitting the Bid Bond should attach documentary evidence in the Collaboration folder as per General Terms and conditions for e-Procurement as per Booklet NO. MM/CALCUTTA/E-01/2010 for E-procurement (LCB Tenders).**
- B. All the Bids must be Digitally Signed using "Class 3" digital certificate (*e-commerce application*) only as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. The bid signed using other than "Class 3" digital certificate, will be liable for rejection.**
- C. "General Terms & Conditions" for e-Procurement as per Booklet NO. MM/CALCUTTA/E-01/2010 for E-procurement (LCB Tenders).**
- D. Offers should be valid for minimum 120 days from the date of Technical Bid closing Date, failing which offer shall be rejected.**

**Response Sheet**

Annexure-FFF

<b>Tender No.</b>	SKI1904P14
<b>Bidders Name</b>	

**Bidders Response Sheet**

<b>Sl No.</b>	<b>Description</b>	<b>Remarks</b>
1	Name of Bidder	
2	Whether all attached documents are digitally signed using digital signatures issued by an acceptable Certifying Authority (CA) as per Indian IT Act 2000.	
3	Place of Despatch	
4	Whether Freight charges have been included in your quoted prices	
5	Whether Insurance charges have been included in your quoted prices	
6	Make of quoted Product	
7	Offered Validity of Bid as per NIT	
8	Delivery Period in weeks from placement of order	
9	Complied to Standard Payment Terms of OIL or not.	
10	Bid Security Submitted (if applicable)	
11	Details of Bid Security Submitted to OIL (if applicable)	
	a) Bid Security Amount (In Rs):	
	b) Bid Security Valid upto:	
	c) Name and Full Address of Issuing Bank:	
12	Bid Security if Not submitted reasons thereof	
13	Whether you shall submit Performance Security in the event of placement of order on you (if applicable)	
14	Integrity Pact Submitted (if applicable)	
15	Whether submitted documents in support of General Qualification criteria of NIT	
16	If bidder is Small scale unit whether you have quoted your own product	
17	If bidder is Small scale unit whether you are eligible for purchase preference (as per Govt guidelines)	
18	Whether filled up the bank details for online payment as per Annexure GGG	

**NOTE: Please fill up the greyed cells only.**

**(TO BE FILLED UP BY ALL THE VENDOR IN THEIR OWN LETER HEAD)  
(ALL FIELDS ARE MANDATORY)**

**Tender No.** :.....  
**Name of Beneficiary** :M/s.....  
**Vendor Code** :.....  
**Address** :.....  
:.....  
**Phone No. (Land Line)** :.....  
**Mobile No.** :.....  
**E-mail address** :.....  
**Bank Account No. (Minimum  
Eleven Digit No.)** :.....  
**Bank Name** :.....  
**Branch** :.....  
**Complete Address of your  
Bank** :.....  
**IFSC Code of your Bank**  
    **a) RTGS** :.....  
    **b) NEFT** :.....  
**PAN** :.....  
**VAT Registration No.** :.....  
**CST Registration No.** :.....  
**Service Tax Registration No.** :.....  
**Provident Fund Registration** :.....

**I/We confirm and agree that all payments due to me/us from Oil India Limited can be remitted to our above mentioned account directly and we shall not hold Oil India Limited responsible if the amount due from Oil India Limited is remitted to wrong account due to incorrect details furnished by us.**

**Office Seal**

.....  
**Signature of Vendor**

**Counter Signed by Banker:  
Seal of Bank:**

**Enclosure: Self attested photocopies of the following documents-**

- 1) PAN Card**
- 2) VAT Registration Certificate**
- 3) Service Tax Registration**
- 4) CST Registration**
- 5) Provident Registration Certificate**
- 6) Cancelled cheque of the bank account mentioned above (in original).**
- 7) Bank Statement not older than 15 days on the date of submission.**

Technical Bid Checklist

Annexure-EEE

<b>Tender No.</b>	SK11904P14		
<b>Bidder's Name :</b>			
		<b>Compliance by Bidder</b>	
<b>SL. NO.</b>	<b>BEC / TENDER REQUIREMENTS</b>	Indicate 'Confirmed' / 'Not Confirmed' / Not applicable	Indicate Corresponding page ref. of unpriced bid or Comments
1	Bidder to confirm that he has not taken any exception/deviations to the bid document .		
2	Confirm that the product offered strictly conform to the technical specifications.		
3	Confirm that the Offer has been made with Bid Bond / Bank Guarantee / Earnest Money along with the offer (Wherever Applicable) ?		
4	Confirm unconditional validity of the bid for 120 days from the date of opening of techno-commercial bid.		
5	Confirm that the prices offered are firm and / or without any qualifications?		
6	Confirm that all relevant fields in the on-line bidding format been filled in by the bidders for the items quoted by them.		
7	Confirm that the the price bid is in conformity with OIL's online bidding format ?		
8	Confirm that the Bid comply with all the terms & conditions ?		
9	Confirm that the offers and all attached documents are digitally signed using digital signatures issued by an acceptable Certifying Authority (CA) as per Indian IT Act 2000.		
10	CONFIRM THAT YOU HAVE SUBMITTED THE DULY SIGNED INTEGRITY PACT DOCUMENT (Wherever Applicable)		
11	CONFIRM THAT YOU HAVE SHALL SUBMIT PERFORMANCE BANK GUARANTEE AS PER NIT IN THE EVENT OF PLACEMENT OF ORDER ON YOU (Wherever Applicable)		
12	CONFIRM THAT YOU HAVE SUBMITTED DOCUMENTS AS PER GENERAL QUALIFICATION CRITERIA		

NOTE: Please fill up the greyed cells only.



**OIL INDIA LIMITED**  
(A Government of India Enterprise)  
4, India Exchange Place, 4<sup>th</sup> floor,  
Kolkata 700001,  
West Bengal (India)

TELEPHONE NO. (033) 2230 1657 / 58 / 59

FAX NO: (91-033) 2230 2596

Email : [oilcalmn@oilindia.in](mailto:oilcalmn@oilindia.in)

[oilcalmn@dataone.in](mailto:oilcalmn@dataone.in)

**OIL'S BOOKLET REF.**

**MM/CALCUTTA/E-01/2010`**

**For**

**E-PROCUREMENT LCB TENDERS**

# **INSTRUCTIONS TO BIDDERS**

## **GENERAL TERMS AND CONDITIONS**

### **1.0 ELIGIBILITY TO BID :**

- 1.1 The bid should be from Original Equipment manufacturers.
- 1.2 However, the bids from sole selling agents / authorised distributors / authorised dealers / authorised supply houses can also be considered, provided such bids are accompanied with back-up authority letter (valid at the time of bidding) from the manufacturer authorising them to market their product. OIL INDIA LIMITED (OIL) reserves the right to reject offers without back up authority letter from manufacturer.

### **2.0 TRANSFERABILITY OF BID DOCUMENTS**

- 2.1 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.
- 2.2 Unsolicited offers will not be considered and will be straightway rejected.
- 2.3 Employees of Oil India Limited are prohibited from submitting and also from getting others to quote on their behalf.

### **3.0 TENDER FEE**

- 3.1 For Limited tenders, no tender fee will be required.
- 3.2 In case of press tenders, prospective bidders can purchase tender documents from the offices of the of Oil India Limited (hereinafter referred to as 'OIL') mentioned in the notice inviting tenders (NIT) against an application along with requisite non-refundable tender fee. The bidders shall be able to create the bid online only after payment of tender fee. OIL will not take any responsibility for any delay/late in receipt of Tender Fee.

### **3.3 EXEMPTION OF TENDER FEE :**

- 3.3.1 Small Scale Industries (SSI) registered with NSIC under Single Point Registration Scheme (and not their dealers/distributors) are exempted from payment of tender fees for the items they are registered with NSIC. Valid registration certificate with NSIC must be enclosed along with the application for issuing tender documents.
- 3.3.2 Public Sector Units (PSU) are also exempted from payment of tender fee.

3.3.3 Firms registered with NSIC, PSU's & Government Departments claiming exemption from payment of tender fee should submit their request with all credentials to the tender administrator at least 7 days in advance from the date of closer of sale of bid documents, to get access for participation in the tender.

3.3.4 Tender documents provided to SSI Units registered with NSIC on free of charge basis shall submit their offer for their own product for which they are registered. Their offer for other than their own product shall not be acceptable. Their offer as supply house also will not be acceptable and shall be rejected straightway.

**3.4 REFUND OF TENDER FEE :**

In case of cancellation of Press tenders, tender fee will be refunded. However, in case fresh tender is issued in cancellation of earlier tender, tender fee will not be refunded. Instead, such bidders will be allowed to participate Free of charge.

**4.0 COST OF BIDDING:**

4.1 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.

General Terms and Conditions with following **Annexures** (contained in booklet No: MM/CALCUTTA/E-01/2010

<b>Annexure I</b>	<b>:</b>	<b>Bid Submission proforma</b>
<b>Annexure II</b>	<b>:</b>	<b>Price Schedule Proforma</b>
<b>Annexure III</b>	<b>:</b>	<b>Proforma of Exceptions/Deviations</b>
<b>Annexure IV</b>	<b>:</b>	<b>Check List</b>
<b>Annexure V</b>	<b>:</b>	<b>Proforma of Bidder's past supplies</b>
<b>Annexure VI</b>	<b>:</b>	<b>Proforma of Authorisation Letter for Attending Tender Opening</b>
<b>Annexure VII</b>	<b>:</b>	<b>Proforma of Bid Security</b>
<b>Annexure VIII</b>	<b>:</b>	<b>Proforma of Performance Security.</b>
<b>Annexure IX</b>	<b>:</b>	<b>Declaration Certificate</b>

4.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid without seeking any clarifications.

## **5.0 AMENDMENT TO BIDDING DOCUMENTS**

- 5.1 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.
- 5.2 OIL may at its discretion if considered necessary, extend the deadline for the submission of bids.

## **6.0 CONTENTS OF OFFERS :**

- 6.1.1 The Prices along with price related conditions shall be filled online in the Price-Bid screen. Any documents sought to be attached with price bid shall also be attached at appropriate place must be digitally signed.

Unpriced techno-commercial Bids shall be submitted in the prescribed bid proforma as per Annexure I to IX. The above Annexures shall be duly filled in without any alteration to OIL's proforma. The above Annexures along with copy of Bid Bond as per Annexure VII and all other techno-commercial documents other than price details to be submitted with unpriced bid as per tender requirement should be placed in the 'un-priced' bid folder.

- 6.1.2 The bid and all attached documents should be digitally signed using digital signatures issued by an acceptable Certifying Authority (CA) as per Indian IT Act 2000 before bid is uploaded. If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same.

The authenticity of above digital signature shall be verified through authorised CA after bid opening and in case the digital signature is not authorized the bid will be rejected.

Bidder is responsible for ensuring the validity of digital signature and it's proper usage by their employee.

- 6.1.3 The Bidders are advised in their own interest to ensure that all the points brought out in the check list enclosed at Annexure IV are complied with in their bid failing which the offer is liable to be rejected.
- 6.1.4 The bids can only be submitted in the name of the Bidder who have been permitted to participate in the bid. The bid papers, duly filled in and complete in all respects shall be submitted together with requisite information and Annexures. It shall be complete and free from ambiguity, change or interlineations.



- 6.1.5 The bidder should indicate at the time of quoting against this tender their full postal and Fax/Email addresses.
- 6.1.6 The bid including all attached documents shall be digitally signed by duly authorized representative of the bidding company.
- 6.1.7 The Bidder, in each tender for procurement of goods, will have to give a certificate in its offer, that the terms and conditions as laid down in this model bidding document booklet no. MM/CALCUTTA/E-01/2010 are acceptable to it in toto.
- 6.1.8 The bidders shall fill-in online the appropriate price schedule i.e the net unit prices of the goods they propose to supply and other pricing details etc. as per the Pricing condition separately .
- 6.1.9. The bidders must quote the following prices/information:
- i) Firm unit Ex-Works price of the quoted items and Currency.
  - ii) Firm Packign and forwarding component stating the place of despatch.
  - iii) Firm Freight as required in the price schedule stating road/rail freight.
  - iv) Any other Price component as applicable to the Tender.
- 6.1.10 Bidders must quote firm FOR destination price by rail/road.
- 6.2 OIL reserves the right to place order on FOR (despatching station) or FOR (destination) terms. Offered rate should be kept firm through delivery/despatch.

### **6.3 EXCISE DUTY :**

- 6.3.1 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.
- 6.3.2 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.
- 6.3.3 Bidders, who are manufacturers, should indicate the rate of Excise Duty, if any, separately for all quoted items.
- 6.3.4 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.

6.3.5 Bidder should indicate the following in their offer:

- a) Address of the factory from where the goods will be despatched.
- b) Chapter, Heading and Sub-heading of the Excise tariff for the material offered.

**6.4 SALES TAX :**

6.4.1 In case of concessional CST @ 2% (or any other rate as per the Act), necessary 'C' form shall be issued by OIL wherever applicable at the time of settlement of invoice. Wherever Sales Tax as per West Bengal / Assam General Sales Tax is payable by OIL, same shall be deducted at source for which tax deduction certificate shall be issued.

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

6.5 Taxes, Excise duty, if any, should be quoted 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.

**6.6 OTHER TAXES & LEVIES :**

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

**6.7 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.

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

6.8.1 Whenever Inspection by OIL's approved Third Party Inspection Agencies has been called for in the tender, Bidder must indicate the availability of the OIL's approved Third Party Inspection Agencies in their area. OIL reserves the right to inspect the material through any of the Third Party Inspection Agencies.

6.8.2 All inclusive charges for Third Party Inspection (TPI) must be filled in on-line in the bid.

6.8.3 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.

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

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

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

6.9.2 Sample must be received on or before the Bid Closing Date failing which the offer will be rejected.

6.9.3 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.

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

- 6.10.1 Bidders shall indicate cost for training OIL's personnel separately whenever called for.
- 6.10.2 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.
- 6.10.3 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.

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

- 6.11.1 In the event installation and commissioning of the item by the technical experts of the bidders is involved, the charges thereof should be quoted separately which should be inclusive of to and fro air fares, boarding/lodging & daily expenses of the bidder's technical personnel amongst others. OIL will provide local transport for commuting to the installation site. Bidders shall also indicate in their offer the total expected time required for installation/commissioning of the items.
- 6.11.2 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.

**6.12 DISCOUNT:**

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

**6.13 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.

**6.14 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.

**6.15 DELIVERY :**

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

**6.16 VALIDITY OF BIDS:**

Offers must be valid for acceptance for the minimum period of 75 days in case of Limited Tender and 120 days in case of Press Tender, unless otherwise specified, counted from the Bid Closing Date as indicated in the tender. 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 asked for in the tender and it will be incumbent on the bidders to accept order, if any, when placed within such validity.

**6.17 VAGUE AND INDEFINITE EXPRESSIONS:**

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

**7.0 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.

**8.0 BID SECURITY:**

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

- 8.1 All the Bids must be accompanied by Bid Security for the amount as mentioned in the NIT or an equivalent amount in freely convertible currency and shall be in the prescribed format (Annexure VII) in one of the following forms:

- i) A Bank Guarantee from any nationalised scheduled Indian Bank. The Bank Guarantee shall be valid for six (6) months from the Bid closing date and shall be enforceable at Duliajan / Delhi / Kolkata / Guwahati.
  - ii) Bank draft in favour of OIL INDIA LIMITED and payable at Kolkata.
- 8.2.1 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.
- 8.2.2 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
- 8.2.3 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.
- 8.3 Any bid not accompanied by a proper Bid Security (in Original) in conformity with Clauses 8.1, 8.2.1, 8.2.2 will be rejected outright without any further reference.
- 8.4 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 VIII) 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 9.0 below as the case may be, is furnished.
- 8.5 The bidders will extend the validity of the Bid Security, if and whenever specifically advised by OIL, at the bidder's cost.
- 8.6 Bid Security will not accrue any interest during its period of validity or extended validity.

- 8.7 The Bid Security will be forfeited:
- a) If a bidder withdraws his bid during the period of validity of bid or any extension thereof duly agreed by the bidder,
- OR
- b) If the successful Bidder do not accept the order or fails to furnish the Performance Security within 30 days of placement of order or before the expiry of Bid Security (unless extended), whichever is earlier.

## **8.8 EXEMPTION OF BID SECURITY:**

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

## **9.0 PERFORMANCE SECURITY :**

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

- 9.1 The successful bidder shall furnish the Performance Security in the form enclosed (Annexure VIII) herewith within 30 days of the receipt of Letter of Intent / Order failing which OIL reserves the right to cancel the order and forfeit the Bid Security. Bidders should undertake in his bid to submit Performance Security as stated above.
- 9.2 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.
- 9.3 The Performance Security shall be denominated in the currency of the contract and shall be in the form of a Bank Guarantee.
- 9.4 The Bank Guarantee will have to be given from the nationalised scheduled banks on non judicial stamp paper of requisite value, as per the Indian Stamp Act, and stamp paper should be in the name of the issuing bank.
- 9.5 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

- 9.6 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 bidder shall be treated as cancelled forthwith and the bidder shall be debarred from participating in future tenders. Further, the Bid Security submitted by such bidder shall be invoked without any further reference.
- 9.7 The Bank Guarantee should be allowed to be encashed at all branches within India
- 9.8 The amount of Performance Security shall be 10% of order value (unless specified otherwise).
- 9.9 The 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.
- 9.10 The Performance Security will be discharged by 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 purchase.
- 9.11 Performance Security amount will not accrue any interest.

**9.12 EXEMPTION OF PERFORMANCE SECURITY :**

- 9.12.1 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 limit 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.



9.12.2 The bidders will extend the validity of the Performance Security, if and whenever specifically advised by OIL, at the Bidder/Seller's cost.

**10.0 DOCUMENTS COMPRISING THE BID:**

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

- a) Price schedule (Refer on-line) Price Schedule as applicable)
- b) Documentary evidence in accordance with Clause 1.2 if the bidder is other than Original Equipment Manufacturer.
- c) Bid must accompany necessary literature/catalogue of the equipment as well as of the spare parts catalogue thereof, wherever required.
- d) Bid Submission Proforma duly filled in (Refer Annexure I)
- e) Exceptions/Deviations Form duly filled in (Refer Annexure III)
- f) Check List duly filled in (Refer Annexure IV)
- g) Bidder's past supplies proforma duly filled in (Refer Annexure V)
- h) Authorisation letter for attending Tender Opening (Refer Annexure VI)
- i) Bid Security, wherever required.
- j) Confirmation about the Performance Security, wherever required
- k) Back-up Authority Letter for warranty cover of manufacturer in case the bid is from sole selling agent/authorised distributor/authorised dealer/authorised supply house.

**11.0 SUBMISSION AND OPENING OF BIDS:**

11.1 The bid along with all annexures and copies of documents should be submitted in e-form only through OIL's e-bidding engine. The price bids submitted in physical form against e-procurement tenders shall not be given any cognizance. However the following documents should necessarily be submitted in physical form in sealed envelope superscribed as "Tender Number and due for opening on....." The outer cover should duly bear the tender number and date of closing/opening prominently underlined, alongwith the address of Purchaser's office (as under), as indicated in Invitation For Bids:

**HEAD (CALCUTTA BRANCH)  
OIL INDIA LIMITED  
4, INDIA EXCHANGE PLACE  
ICC BUILDING (4<sup>TH</sup> FLOOR)  
KOLKATA 700 001**

1. The original bid security.
2. Any other document required to be submitted in original as per tender requirement.
3. If Sample is called for in the Tender
4. Printed catalogue and Literature if called for in the NIT.

**12.0 DEADLINE FOR SUBMISSION OF BIDS:**

- 12.1 Bidders will not be permitted by System to make any changes in their bid after bid has been uploaded by bidder. Bidder may however request the administrator of particular tender through the system for returning their bids before the due date of submission for resubmission. But no such request would be entertained once due date for submission of bids has been reached.
- 12.2 No bid can be submitted after the submission dead line is reached. The system time displayed on e-procurement web page shall decide the submission dead line.

**13.0 CLARIFICATIONS OF BIDS :**

- 13.1 No unsolicited correspondence after submission of the offer will be taken cognizance of or responded to.
- 13.2 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.

**14.0 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.

**15.0 LATE BIDS:**

Bidders are advised in their own interest to ensure that bid are uploaded in system well before the closing date and time of the bid.

**16.0 OPENING OF BIDS:**

- 16.1 The bid will be opened at 1400 Hrs. (IST) or on the date & time of opening indicated in "Invitation for Bid". 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 VI 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.
- 16.2 In case of unscheduled holiday on the closing/opening day of bid, the closing/opening date shall be re-fixed to next working day, the time notified remaining the same.

**17.0 COMPLIANCE WITH TENDER :**

- 17.1 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, the Bidder must enclose Annexure – III (duly filled in) with their Bid.
- 17.2 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.

**17.3 CHECK LIST :**

THE CHECK LIST, AS PER ANNEXURE - IV ENCLOSED, MUST BE COMPLETED AND SUBMITTED ALONG WITH THE OFFER.

**18.0 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.**

- 18.1 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.

## **19.0 INSPECTION AND TEST :**

- 19.1 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 together with the declaration certificate (as per Format mentioned in Annexure IX)
- 19.2 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.
- 19.3 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 together with the Declaration Certificate (as per Format mentioned in Annexure IX) to OIL alongwith the despatch/shipping 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.

## **20.0 PACKING :**

- 20.1 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.
- 20.2 Machined steel and iron parts are to be heavily greased / varnished as a prevention against rust.
- 20.3 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.
- 20.4 Boxes / Packing cases containing electrical / electronic equipment are to be waterproof lined.

- 20.5 All items must have their respective identification marks painted / embossed on them.
- 20.6 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.
- 20.7 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. 20.1 to 20.4 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.

20.8 **WEIGHT AND SIZE LIMITATION OF PACKAGES :**

Normal limiting dimensions and weights are as under :

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

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

21.0 **DESPATCH :**

21.1 Road Despatch :

- 21.1.1 In the event of an order other than FOR Destination terms, the material will be required to despatch through OIL's approved transporters (which will be specified in the order) on "Door Delivery" basis.
- 21.1.2 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.

## 21.2 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.

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

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

## 22.0 **INSURANCE** :

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

## 23.0 **PAYMENT TERMS:**

### 23.1 **Payment terms where installation / commissioning and Training are not involved :**

- a. 100% Payment will be made against despatch documents within 30 days to the parties with whom OIL has got long business relationship and whose performance in execution of the orders has been found accordingly.
- b. In certain cases payment to the extent of 90% (max.) may be made against despatch documents, Balance amount will be released after receipt and acceptance of materials. Adjustments, if any, towards liquidated damage shall be made from the balance payment.
- c. In the event of placement of order on new parties, payment will be made only after site approval of goods.

23.2 **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.

23.3 **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.

23.4 **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.

24.0 **BANKING CHARGES :**

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

25.0 **ADVANCE PAYMENT:**

25.1 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.

25.2 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.

25.3 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.

25.4 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.

**26.0 CONFIDENTIAL INFORMATION :**

26.1 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.

**27.0 PATENT AND OTHER RIGHTS :**

27.1 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.

27.2 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.

**28.0 INDEMNITY AND INSURANCE :**

28.1 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.

28.2 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.



**29.0 ASSIGNMENT :**

29.1 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.

**30.0 WARRANTY / GUARANTEE :**

30.1 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 mentioned hereunder 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.

<u>NATURE OF ITEMS</u>	<u>PERIOD OF WARRANTY / GUARANTEE</u>
For consumables like Cement, Chemicals, tubulars etc	12 months from the date of despatch/shipment
For Capital Items	18 months from the date of despatch/shipment or 12 months from the date of successful commissioning, whichever is earlier
For other items	18 months from the date of despatch/shipment or 12 months from the date of receipt at destination, whichever is earlier

**31.0 DEFAULT IN DELIVERY / LIQUIDATED DAMAGES :**

31.1 Time will be of the essence of the contract.

31.2 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.

- 31.3 As an alternative to Clause No. 31.2 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 31.2 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.

- 31.4 The liquidated damage as agreed by both the parties as a genuine pre-estimated loss shall be payable on Landed Cost of the materials at Duliajan inclusive of all cost to the extent of default (undelivered portion only in cases where part delivery is acceptable) and commissioning at site is not involved.

## **32.0 FORCE MAJEURE :**

- 32.1 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.
- 32.2 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 32.1 and which renders performance of the contract by the said party completely impossible.

**33.0 DEFAULT :**

33.1 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.

**34.0 TERMINATION :**

34.1 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 them in performance of the Contract prior to such termination.

**35.0 APPLICABLE LAW :**

The contract arising out of this tender shall be interpreted in accordance with and governed by the laws of India.

**36.0 ARBITRATION :**

36.1 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 Kolkata unless otherwise agreed by OIL

36.2 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.

**37.0 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:

- 37.1 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.
- 37.2 Offers with inadequate validity will be rejected.
- 37.3 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.
- 37.4 Offers received from unsolicited parties shall not be considered and rejected.
- 37.5 The authenticity of the digital signature shall be verified through authorised CA after bid opening and in case the digital signature is not authorized the bid will be rejected.
- 37.6 Any offer containing incorrect statement will be rejected
- 37.7 Bids without original Bid Security as per Para 8.0 (wherever called for) and confirmation regarding submission of requisite Performance Security as per Para 9.0 (wherever called for) shall be rejected.
- 37.8 The bids shall conform generally to the specifications and terms and conditions given in the tender. Bids shall be liable for rejection in case the goods offered don't conform to the required minimum / maximum parameters stipulated in the technical specifications and to the respective international/National standards wherever stipulated.
- 37.10 Bids not submitted in compliance with Para 6.9 above regarding submission of samples (whenever applicable) will be rejected.

**38.0 BID EVALUATION CRITERIA :**

- 38.1 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.
- 38.2 Each item shall be normally evaluated independently unless otherwise stated.

- 38.3 In the event of computational error between unit price and total price, unit price shall prevail and adopted for evaluation.
- 38.4 Similarly, in the event of discrepancy between words and quoted figure, words will prevail.
- 38.5 Preference to Public Sector Undertaking and Small Scale Industries etc. will be given as per prevailing Government Guidelines as applicable on bid closing date.
- 38.6 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.
- 38.7 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.

#### **39.0 PURCHASE PREFERENCE :**

OIL reserves the right to allow to the Central Public Sector Enterprises, purchase preference facilities as admissible under the existing policy. However, the provisions are subject to change as per Govt. Guidelines and the provisions ruling at the time of bid (price bid in case of two bid/stage system) opening will be applicable. Bidders are requested to take a note of the latest guidelines of the Govt. in this regard on their own and quote accordingly.

#### **40.0 COMPARISON OF OFFERS:**

- 40.1 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 consignment (forming rake load) and road freight for others will be considered for arriving at the FOR destination cost.
- 40.2 In case of any conflict between the Rejection/Evaluation criteria stipulated in this Section with that given in the Invitation for Bid against specific Tender, those mentioned in the Invitation for Bid against specific Tender will prevail.

**BID SUBMISSION PROFORMA**

Tender No :

Oil India Limited

Dear Sirs,

I / We have understood and complied with the " Instructions to Bidders" at "Bid evaluation / Rejection Criteria" and the "General Terms and Conditions" for supply and have thoroughly examined and compiled with the specifications, drawings and / or pattern stipulated hereto and / are fully aware of the nature of the material required and my / our offer is to supply materials strictly in accordance with the requirements.

Yours faithfully,

**(SIGNATURE OF BIDDER)**

ADDRESS :

DATED :

**TELEPHONE NO** :

**FAX NO** :

**EMIAL ADDRESS** :

**Note** : This form should be returned along with offer duly signed

**Price Schedule Proforma**

-Deleted- not relevant for E-tendering

(Prices are to be quoted as per online format)

**PROFORMA EXCEPTION / DEVIATION****EXCEPTION / DEVIATION PROFORMA**

OIL expects the bidders to fully accept the terms and conditions of the bidding documents. However, should the bidder experience some exception and deviations to the terms of the bidding documents, the same should be indicated here and put in unpriced bid. In order to be considered responsive, Bidder's offer must specifically include the following statement :

- (a) We certify that our offer complies with all NIT requirements and specifications without any deviations.

Or

- (b) We certify that our offer complies with all NIT requirements and specifications with the following deviations :

Clause No. of Bidding Document	Full compliance/ not agreed	Exception/ deviations taken by the Bidders	Remark

**Signature of the Bidder**

**Name :**

**Seal of the company**



**CHECK LIST**

THE CHECK LIST MUST BE DULY FILLED UP COMPLETELY AND TO BE SUBMITTED ALONG WITH YOUR OFFER. PLEASE ENSURE THAT ALL THESE POINTS ARE COVERED IN YOUR OFFER. THESE WILL ENSURE THAT YOUR OFFER IS PROPERLY EVALUATED. PLEASE CROSS THE BOX WHICHEVER IS APPLICABLE.

**TECHNICAL**

1.0 Whether necessary literature/catalogue of the equipment as well as spare parts thereof has been attached with the offer?

Yes  No

2.0 Whether the product quoted is API approved and bears API monogram ? (if applicable)

Yes  No  Not applicable

3.0 Whether required sample asked in bidding document has been submitted along with the offer ?

Yes  No  Not applicable

4.0 If the sample has been asked for and the bidder is exempted from submission of sample, then whether exemption letter has been enclosed with the offer ?

Yes  No  Not applicable

5.0 Whether the materials being offered fully conform to the required technical specifications ?

Yes  No

6.0 If not, whether you have separately highlighted the deviation?

Yes  No

## COMMERCIAL

1.1 Whether requisite tender fee has been paid ?

Yes  No  Not applicable

1.2 If so, furnish the following :-

(i) Value

(ii) Mode of payment:  Cheque/ Draft  Cash

2.1 Whether Original Bid Security has been forwarded (if called for) ?

Yes  No  Not applicable

2.2 If so furnish the following:-

- (i) Name of the Bank
- (ii) Value
- (iii) Number
- (iv) Date of issue
- (v) Period of validity of the Bank Draft/Bank Guarantee/Letter of Credit.

(The validity of Bank Draft should not be less than 180 days).

3.0 In case the Bidder is a supply house, whether authorisation from the manufacturer, authorising him to bid, has been enclosed with the offer ?

Yes  No  Not applicable

4.0 Have you offered firm price?

Yes  No

5.0 Have you specified currency of the quoted price?

Yes  No

6.0 Whether the period of validity of the offer is as required in bidding document?

Yes  No

7.0 Have you indicate firm delivery ?

Yes  No

8.0 Whether Original Bid Security has been forwarded in original (if called for) ?

Yes  No  Not applicable

9.0 Whether confirmation regarding submission of performance Security has been furnished (if called for) ?

Yes  No  Not applicable

10.0 Whether confirmation regarding Gurantee/ warranty has been furnished ?

Yes  No

11.0 Whether Gross Weight / Volume of consignment has been furnished ?

Yes  No

12.0 Whether the cost of Third party Inspection charges included in the quoted prices? If not, whether these have been quoted separately. (if called for)

Yes  No  Not applicable

13.0 Whether the cost of Installation/ erection / Commissioning at Site charges included in the quoted prices? If not, whether these have been quoted separately. (if called for)

Yes  No  Not applicable

14.0. Whether the cost of training of OIL personnel included in the prices? If not, whether these have been quoted separately. (if called for)

Yes  No  Not applicable

15.0 Has the statement incorporating the exceptions/deviations as per the proforma at Annexure – III, been prepared and enclosed with the offer?

Yes  No

16.0 Has the bidder's past supplies proforma (Annexure – V) been carefully filled and enclosed with the offer ?

Yes  No

17.0. In case Antidumping Duty is applicable, whether confirmation to bear the Antidumping duty by the Bidder has been made in the Bid.

Yes  No  Not applicable

18.0. If the Bidder is seeking business with OIL for the first time, has he given the details of the parties to whom the offered items/services have been provided in past alongwith their performance report ?

Yes  No

19.0 Whether required sample asked in bidding document has been submitted alongwith the offer ?

Yes  No  Not applicable

20.0. Confirm that all documents required in unpriced techno-commercial bid without prices are placed in unpriced folder.

Yes  No

21.0. Confirm that bid and all documents are signed using valid digital signatures issued by acceptable Certifying Authority (CA) as per Indian IT Act 2000.

Yes  No

22.0 Whether firm Ex-works and FOR destination prices have been quoted by indigenous bidders

Yes  No

23.0 Whether a copy of latest income tax clearance certificate has been enclosed ?

Yes  No  Not applicable

24.0 Whether details of your registration under Sale Tax/Central Sales Tax have been indicated in the offer?

Yes  No

Offer Ref .. ..... Dated . .....  
OIL's Tender No. .. ..... Signed ... .....  
For & on behalf of ... .....Designation . .....

**ANNEXURE - V**

**PROFORMA IF BIDDER'S PAST SUPPLIES**

SL.NO	NAME & ADDRESS OF CLIENT	ORDER NO. & DATE	DESCRIPTION DETAILS	TOTAL QUANTITY ORDERED	TOTAL QUANTITY SUPPLIED SUCCESSFULLY

-----  
NOTE :- CERTIFICATE FROM CLIENTS TO BE ENCLOSED ALONGWITH THIS  
PROFORMA

Signature of the Bidder

\_\_\_\_\_

Name\_ \_\_\_\_\_

\_\_\_\_\_

Seal of the Company

\_\_\_\_\_

**ANNEXURE - VI**

**PROFORMA OF AUTHORISATION LETTER FOR ATTENDING TENDER OPENING**

NO.

Date

To,

The  
Oil India Ltd.,

(India)

Dear Sir,

Subject : **Tender No.**                      **due on**

For \_\_\_\_\_ Mr \_\_\_\_\_ has been  
authorised to be present at the time of opening of above tender due on  
at \_\_\_\_\_ on my/our behalf.

Yours faithfully

Signature of Bidder

Name:  
Designation :  
For & on behalf of :

**Copy to:** Mr \_\_\_\_\_ for information and for production before the \_\_\_\_\_ (MM)  
at the time of opening of bids.

**PROFORMA OF BID SECURITY**

Ref. No

Bank Guarantee No

Dated

TO,

OIL INDIA LIMITED  
4, INDIA EXCHANGE PLACE  
4<sup>TH</sup> FLOOR, KOLKATA 700001  
WEST BENGAL, INDIA

Whereas ..... (herein after called 'the Bidder') has submitted their Bid No. .... dated. ....against OIL INDIA LIMITED, KOLKATA, WEST BENGAL, INDIA (hereinafter called the purchaser)'s tender No. ....for the supply of ..... (hereinafter called 'the Bid') KNOW ALL MEN by these presents that we ..... Of ..... having our registered office at ..... ( hereinafter called 'the Bank') are bound unto the Purchaser, in the sum of ..... for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the said Bank this .....day of .....

**THE CONDITIONS of this obligation are :**

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



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

This guarantee will remain in force up to and including ninety (90) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

**Signature & Seal of the Bank**

**PROFORMA OF PERFORMANCE SECURITY FORM**

Ref. No \_\_\_\_\_ Bank Guarantee No \_\_\_\_\_  
Dated \_\_\_\_\_

TO,  
OIL INDIA LIMITED  
4, INDIA EXCHANGE PLACE  
4<sup>TH</sup> FLOOR, KOLKATA 700001  
WEST BENGAL, 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 Gurantee :

THEREFORE we hereby affirm that we are Gurantors on responsibility to you, on behalf  
of the seller, up to a total of \_\_\_\_\_( amount of the Gurantee 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 Gurantee) as aforesaid,  
without your needing to prove or to show grounds or reasons for your demand or the sum  
specified therein.

The Gurantee is valid until the .....day of .....

*Signature & Seal of the gurantors*

**Date** .....

.....  
Witness

*Name and address of the Gurantors*

**DECLARATION CERTIFICATE  
BY  
THE THIRD PARTY INSPECTOR**

**TO WHOM IT MAY CONCERN**

This is to certify that following material and quantity offered to us for inspection by M/s ..... has been inspected by us as per the scope of inspection mentioned in OIL INDIA LIMITED'S Order No. .... Dated. .... and passed by us for despatch.

Materials :

Quantity Passed :

Certificate No. :  
Issued by us.

Date. ....

Seal

Signature of Third Party Inspector

Name:

Designation :

For & on behalf of :