

OIL INDIA LIMITED

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Tender No. & Date : KID0220L19/04 07.01.2019

Bid Security Amount : INR 0.00 OR USD 0.00
 (or equivalent Amount in any currency)

Bidding Type : Single Bid (Composite Bid)

Bid Closing On : 26.02.2019 at 14:00 hrs. (IST)
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Performance Guarantee : Applicable

OIL INDIA LIMITED invites Limited tenders for items detailed below:

Item No./ Mat. Code	Material Description	Quantity	UOM
10 99000210	<p><u>AQUEOUS FILM FORMING FOAM(AFFF) COMPOUND</u></p> <p>Aqueous Film Forming Foam Concentrate for fire fighting.</p> <p>1 TECHNICAL:</p> <p>1.1 Aqueous Film Forming Foam (AFFF) liquid concentrate to be used for fighting fires on hydrocarbon fuels.</p> <p>1.2 The foam concentrates shall be Type # 3: To be used as 3 parts of concentrate in 97 parts of water v/v.</p> <p>1.3 The AFFF concentrates shall be suitable for use in foam generating equipment with fresh water and sea water with no loss in its performance.</p> <p>1.4 In addition to being suitable for use at low expansion, the AFFF foam concentrate shall have film formation characteristics and allow it to be used through non-aspirating monitors.</p> <p>1.5 The produced foam shall essentially have a quick control time, good burn-back resistance, effective vapour sealing properties and low critical application rates.</p> <p>1.6 The AFFF concentrate shall conform to IS: 4989 latest revision & marked with IS: 4989. Copy of IS certificate should be submitted along with offer.</p> <p>1.7 The AFFF foam concentrate shall be UL (underwriters Laboratories) listed conforming to UL-162.</p> <p>1.8 The bidder shall submit the UL Listing confirming that the offered AFFF foam should be compatibility approved with following UL Listed equipment:-</p> <p>1.8.1 Proportioners - Portable IN-Line Inductors</p> <p>1.8.2 Nozzles</p> <p>1.8.3 Foam Monitors</p> <p>1.9 The material shall have no adverse effect on health of personnel when used for the intended purpose. It shall be biodegradable. Necessary supporting documents shall be submitted along with offer.</p> <p>2 AFFF CONCENTRATE CHARACTERISTICS:</p> <p>2.1 The concentrate shall conform to the physical properties, chemical properties & performance requirements as per IS:4989 (latest revision) & UL-162 as follows:</p> <p>2.1.1 Tests as per IS: 4989:</p>	10000	L

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Item No./ Mat. Code	Material Description	Quantity	UOM
	<p>Foam concentrate shall meet following physical properties, chemical properties & performance tests conforming to IS: 4989(latest revision): Table - I</p> <p>Sl. No. Concentrate requirements Values Test Method as per IS:4989 latest amendment</p> <p>(1) (2) (3) (4)</p> <p>i) pH 6.5 - 8.5 Annex. A of IS:4989</p> <p>ii) Specific gravity 1.0 # 1.12 Annex. B of IS:4989</p> <p>iii) Miscibility with water Miscible (shall pass the test) Annex. C of IS:4989</p> <p>iv) Viscosity 10 cSt. Max Using viscosity meter of size no. 3, as given in table 2 of IS 1206 (Part 3)</p> <p>v) Pour point Zero Annex. D of IS:4989</p> <p>vi) Sludge content (% w/w) max. Original 0.25 Conditioned 0.5 Annex. E of IS:4989</p> <p>vii) Spreading co-efficient +4.5 Minimum(using both fresh & sea water) Annex. F of IS:4989 (Minimum value shall be min. + 4.5 conforming to OISD-115 instead of +3.0 as given in IS:4989)</p> <p>viii) Film Formation Yes Annex. H of IS:4989</p> <p>ix) Expansion at 27 ± 5oC 8 to 12 Annex. J of IS:4989</p> <p>x) 25% Drainage time at 27 ± 5oC, (min.) 1 min, 30 Sec. Annex. J of IS:4989</p> <p>xi) Fire control(s) 60 Sec. Annex. K of IS:4989</p> <p>xii) Fire extinction(s) 90 Sec. Annex. K of IS:4989</p> <p>xiii) Burn back, Min. 8 Mints. Annex. K of IS:4989</p> <p>xiv) Sealability To pass the test Annex. K of IS:4989</p> <p>2.1.2 Tests as per UL-162: Foam concentrate shall meet following performance tests conforming to UL-162:</p> <p>Table #II: S.No. Test UL-162 Clause</p> <p>i) Film Forming Test Clause No. 6</p> <p>ii) Foam Quality Tests Clause No. 8</p> <p>iii) Class B Fire Tests # Topside Discharge Devices Clause No. 10</p> <p>iv) Induction Rate Tests Clause No. 12</p> <p>v) Minimum Storage Temperature Test Clause No. 13</p> <p>2.1.3 In addition to tests as given in the table #II, Foam concentrate shall meet following special fire equipment tests as per UL-162:</p> <p>Table #III: S.No. Test UL-162 Clause</p> <p>i) Drainage time with non-aspirating type monitors of minimum 500 GPM capacity. Clause No. 8.1.1(a)</p> <p>ii) Foam Expansion with non-aspirating type monitors of minimum 500 GPM capacity. Clause No. 8.1.1(b)</p> <p>2.1.4 Non-metallic Storage container for foam concentrate shall meet following tests Conforming to UL-162:</p>		

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	<p>Table #IV: S.No. Test UL-162 Clause i) Drop Test Clause No. 21 ii) Non-metallic Container Tests (OIL shall review the test documents) Clause No. 22</p> <p>3 PACKAGING: 3.1 The AFFF Compound shall be supplied in UV protected HDPE containers of capacity preferably 30/200 liters. 3.2 25% AFFF Compound should be supplied in 30 Litres Jerry cans and Remaining 75% in 200 Litres HDPE Drum. 3.3 The container shall bear UL (UL-162) marking and conforming to BIS (IS: 7959).The bidder shall provide supporting documents for UL Listing of the container along with the offer. 3.4 Each container shall be legibly and indelibly marked with the following information along with other marking as per UL & IS: a) UL marking for AFFF and BIS certification marking. b) Manufacturer#s name or trade mark, if any c) Type d) Foam compatible with : Fresh Water & Sea Water e) Quantity in liters f) Month and year of manufacture and production batch no g) Net and gross weight in kg 3.5 Opening spanners (Min. 2) for opening the HDPE containers both type i.e. Jerry cans & HDPE Drums (Each type) shall be supplied along with the supply.</p> <p>4 UNDERTAKING: 4.1 The offered AFFF shall have a shelf life of minimum 15 years</p>		

Special Notes : 1. Performance Guarantee is applicable against this tender. 10% of the ordered value shall be given as performance guarantee in the form of bank guarantee and shall be valid for 90 days beyond applicable warranty / guarantee / defect liability period (if any). Bidders should undertake in their bid to submit Performance Security as stated above.

A. Bidders should note that the bank guarantee issued by the bank must be routed through SFMS platform as per following details:

- (i) MT 760 / MT 760 COV for issuance of bank guarantee.
- (ii) MT 767 / MT 767 COV for amendment of bank guarantee.

The above message / intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Corporate Banking Branch, IFSC Code - UTIB0001164. Branch Address - AXIS Bank Ltd, Corporate Banking Branch, 3rd Floor, AC Market, 1, Shakespeare Sarani, Kolkata 700071."

B. The Bidder shall submit to OIL the copy of SFMS message as sent by the issuing bank branch along with the original bank guarantee.

2. INSPECTION NOTE:

2.1 Inspection will be carried out at Supplier's Works before dispatch by any one of OIL

approved "Third Party Inspection Agency" viz. M/s. Bureau VERITAS/ IRS/ LRIS/ RITES/ DNV / Tuboscope Vetco in presence of OIL's representative.

2.2 Vendor shall inform in advance when the foam is ready for final inspection/testing.

2.3 Scope of Inspection shall be as per Table-I, Table-II, Table-III & Table-IV of the specification.

2.4 The vendor shall arrange for conducting following tests on samples randomly drawn from dispatch ready lot of the ordered foam for ensuring quality of the foam/containers being supplied at no extra cost to OIL:

2.4.1 Physical properties, chemical properties & performance tests for foam concentrate conforming to IS: 4989(latest revision) as mentioned in table-I.

2.4.2 Performance tests for foam concentrate conforming to UL-162 as mentioned in table-II.

2.4.3 Additional test for foam concentrate with non-aspirating type monitor as mentioned in table-III.

2.4.4 Tests for non-metallic container as mentioned in table-IV. Reports of the Non-metallic container test as per clause 22 of UL-162 shall be reviewed during inspection.

2.5 Five filled containers of foam shall be set aside from each "lot of the supply" and the same shall be sealed in presence of a manufacturer representative & OIL's representative at the time of inspection. These samples shall be termed as "control samples". OIL in its discretion may send the control samples for testing to any of the following laboratories:

2.6 Centre for Fire, Explosive and Environment Safety (CFEES) of Defense Research & Development Organization

2.7 Fire Test & research Laboratory of Institute of Fire Engineers, India or

2.8 Any NABL accredited laboratory approved for testing of the foam.

2.9 In case of control sample fails in test, the vendor shall replace all unspent AFFF concentrate supplied under the purchase order at no cost to OIL.

3. Documents:

3.1 The percentage of imported material i.e. quantity of fluorocarbon surfactant / super concentrate to be used in manufacturing of AFFF compound shall be declared by the bidder in the offer.

3.2 The bidder shall submit the spectra conformity graph evaluated by UL for his product during UL Listing along with offer.

3.3 The bidder shall submit the UL Listing confirming that the offered foam should be compatibility approved with following UL Listed equipment:-

3.3.1 Proportioners - Portable IN-Line Inductors

3.3.2 Nozzles

3.3.3 Foam Monitors

3.4 Bidder should confirm that they are having all the testing facilities at their premises for carrying out all the tests mentioned in the specification.

3.5 Bidder should submit all valid certificates for calibration of required instrument/ equipment at the time of inspection.

3.6 Material Safety Data Sheet (MSDS) shall be supplied along with supply.

3.7 The sample from the supply may be send for verification of "spectra conformity graph" to any approved source / laboratory available in India like IIT, DRDO etc. where such facility exists for verification.

4. Testing Facilities:

4.1 The vendor shall have test facilities as per IS and UL requirement to carry out physical & chemical properties and performance tests as specified in table-I, Table-II & Table-IV in its premises.

5. The bidder shall submit the technical literature / catalogue of the offered product along with the offer.

6. Bidder shall submit a copy of material safety data sheet of the quoted product along with the offer.

7. Inspection will be carried out at manufacturer's works before dispatch by our company representative in presence of third party.

8. Guarantee / Warranty certificate for 18 months from date of despatch or 12 months from the date of receipt whichever is earlier will be required along with the supply.

9. Validity of offer: 75 days from the date of tender opening. Offer with validity less than 75 days will be rejected.

10. Bidder are advised to fill up the Undertaking of authenticity of information/documents submitted (Annexure - B) along with their technical bid.

11. PAYMENT TERMS:

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

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

12. Bidders are advised to submit their prices & other relevant details in attached price bid format.

13. (A) Taxes:

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

- (a) GST - means any tax imposed on the supply of goods and/or services under GST Law.
- (b) Cess - means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017.
- (c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.

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

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

IV. Bidder is required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profiteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the bidder must confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and must also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the bidder to ensure that the intended benefits of GST have been passed on to OIL.

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

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

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

VIII. GST liability, if any on account of supply of free samples against any tender/purchase order (wherever applicable) shall be to bidder's/ supplier's account.

(B) Comparison of Offers:

Comparison of bids shall be done on the basis of " Total FOR DESTINATION VALUE" quoted by the bidders against each individual item as per Price Bid format given in Annexure-A. Therefore, bidders are required to submit prices as per said price bid format.

(C) Price Bid Format: attached as per Annexure-A.

Tender No. : KID0220L19/04
Tender Date : 07.01.2019
Bid Closing On : 26.02.2019 at 14:00 hrs.(IST)
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Tender issued to following parties only:

Slno	V_Code	Vendor Name	City/Country
1	203528	VIMAL FIRE CONTROLS PVT. LTD.	MUMBAI
2	203916	INTEGRATED FIRE PROTECTION PVT. LTD	KOLKATA
3	206889	K.V.FIRE CHEMICALS (I)PVT.LTD	NAVI MUMBAI
4	208607	FIRE SAFETY DEVICES PVT LTD	FARIDABAD
5	209966	S&P SAFETY PRODUCTS PRIVATE LIMITED	KOLKATA
6	210734	FOAMTECH ANTIFIRE COMPANY	NEW DELHI