

Tender No. : SSI6064L25/L4 dated 02.04.2024

Attention of Vendors for Flagged Tenders

Other than the vendors to whom the enquiry has been issued, interested vendors who wish to participate in the tender may apply with proper credentials (Relevant documents including company profile, financial status, product range, client list must be submitted along with the application) and should fulfill the below mentioned criteria –

(i) Experience of successfully executing at least 1 (one) similar order for minimum 50% of the tendered quantity (against each line item) in preceding 5 (five) years to be reckoned from the original stipulated bid closing date of the tender [Copies of Purchase Order(s) along with completion certificate towards successful execution of the order to be submitted].

*(ii) Annual financial turnover of at least **50% of the tendered value i.e INR 8.15 Lakhs** in any of preceding 3 (three) financial years.*

(iii) The Net worth should be Positive for preceding financial / accounting year.

Note:

*a. **Annual Financial Turnover** of the bidder from operations shall mean Aggregate value of the realisation of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (i.e., bidding entity, as the case may be) during a financial year as per the Companies Act, 2013 Section 2 (91).*

*b. **Net worth shall mean** the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.*

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

i) A certificate issued by a practicing Chartered /Cost Accountant (with Membership Number, UDIN and Firm Registration Number), certifying the Annual turnover & Net worth

OR

ii) Audited Balance Sheet along with Profit & Loss account.”

Documentary evidence as stipulated above along with offer, should reach the office from where the tender is floated within the bid closing date and time.

List of vendors to whom the tender enquiry has been issued

Comm. No.	Supplier	Vendor Name	Description 1	Desc 2	Comm. Type	Reference	Location	Tender Typ	Vendor Gp	Short Text
1300	200194	SACHIN SALES & SERVICE PVT LTD	ENGINE SPARES - FILTERS		GL	HD.MAT/SPO(IS)/1214621/12 DTD 31.05.12	DJN	I	A	
1300	200232	GUPTA MOTOR STORES	ENGINE SPARES - FILTERS		GL		DJN	I	A	
1300	200243	SHEW MACHINERY STORES	ENGINE SPARES - FILTERS		GL		DJN	I	A	
1300	200887	MAHLE FILTER SYSTEMS (INDIA) LTD.	ENGINE SPARES - FILTERS		GL		DJN	I	A	
1300	201584	PAREEK & PAREEK AGENCIES	ENGINE SPARES - FILTERS		GL	HD.MAT/DMM-TR/IP/14 DT 05.01.15	DJN	I	A	PR 1218945
1300	203320	DONALDSON INDIA FILTER SYSTEMS	ENGINE SPARES - FILTERS		GL	HD.MAT/SPO(IS)/TR/1216807/13 DT 16.09.13	DJN	I	A	PR 1216807
1300	208524	FLEETGUARD FILTERS PVT.LTD.	ENGINE SPARES - FILTERS		GL	MM/IP/TR/CC/1300 DATED 28/10/09	DJN	I	A	
1300	208530	MAHESH MOTORS PVT LTD	ENGINE SPARES - FILTERS		GL	MM/IP/TR/CC/1300 DATED 28/10/09	DJN	I	A	
1300	210664	FRIENDS ASSOCIATES	ENGINE SPARES - FILTERS		GL	HD.MAT/SPO(IS)/TR/1216807/13 DT 16.09.13	DJN	I	A	PR 1216807
1300	213079	IMPEX ASSOCIATES	SPARES FOR CUMMINS GAS/DIESEL ENGINE		GL	HM/IP/DID/001//NMK	DJN	I	A	PR. 1230314
1300	213890	GARUDA POWER PRIVATE LIMITED	AUTHORISED DEALER OF CUMMINS		GL		DJN	I	A	
1300	213902	GARUDA POWER PRIVATE LIMITED	CUMMINS AUTHORISED DEALER		GL	GM-MAT/IP/INC-STOCK/AJS/009 ; 17.02.2018	DJN	I	A	
1300	503730	M/S. GARUDA POWER PRIVATE LTD.	AUTHORISED DEALER OF CUMMINS		GL	GM-MAT/IP/INC-STOCK/AJS/005 DT03.11.2017	DJN	I	A	



OIL INDIA LIMITED
(A Government of India Enterprises)
PO : Duliajan – 786602
Assam (India)

TELEPHONE NO: (91-374) 2808735

FAX NO: (91-374) 2800533

Email: nayanmoni@oilindia.in; erp_mm@oilindia.in

FORWARDING LETTER

Tender No. : SSI6064L25/L4 dated 02.04.2024.
Tender Fee : NIL
Bid Security : Not Applicable
Bidding Type : LIMITED TENDER COMPOSITE BID
Bid Closing on : 24.04.2024 (11.00 HRS IST)
Bid Opening on : 24.04.2024 (14.00 HRS IST)
Performance Security : Applicable if P.O value exceeds ₹ 10 (ten) lakhs.
Integrity Pact : Not Applicable.

The complete bid documents and details for purchasing bid documents, participation in e-tenders are available on OIL's e-procurement portal <https://etender.srm.oilindia.in/irj/portal> as well as OIL's website <https://www.oil-india.com>

NOTE: All addenda, Corrigenda, time extension etc. to the tenders will be hosted on above website and e-portal only. Bidders should regularly visit above website and e-portal to keep themselves updated.

The items covered by this enquiry shall be used by Oil India Limited in the PEL/ML areas which are issued/renewed after 01/04/99 and hence concessional rate of GST @12% against Indigenous Supplies Certificate (formerly known as Essentiality Certificate) for invoice values ₹ 1 Lakh and above will be applicable as per Notification No. 08/2022- Integrated Tax (Rate) dated 13th July, 2022.

In the event of order, OIL will issue Indigenous Supplies Certificate (ISC), where concessional rate of GST @12% will be applicable. Supplier shall affect dispatch only on receipt of this certificate from OIL, failing which all related liabilities shall be to Supplier's account.

OIL invites Bids for **Procurement of Spares for Caterpillar Equipments (Qty.- 600 Nos.)** through its e-Procurement site under **LIMITED TENDER COMPOSITE BID SYSTEM**. The bidding documents and other terms and conditions are available at Booklet No. MM/LOCAL/E-01/2005 for E-Procurement of `Indigenous Tenders. 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:

- a) For technical support on various matters viz. Online registration of vendors, Resetting of Passwords, submission of online bids etc, vendors should contact OIL’s ERP MM Deptt at following: Tel Nos = 0374-2807178/ 7171/ 7192/ 4903 , Email id = erp_mm@oilindia.in, esupport@oilindia.in.

- b) OIL’s office timings are as below:

	Time (in IST)
Monday – Friday	07.00 AM to 11.00 AM; 12.30 PM to 03.30 PM
Saturday	07.00 AM to 11.00 AM
Sunday and Holidays	Closed

Vendors should contact OIL officials at above timings only.

- c) OIL Bank Details:

Bank Details of Beneficiary		
A	Bank Name	ICICI BANK LTD.
B	Branch Name	DULIAJAN
C	Branch Address	KUNJA BHAVAN, DAILY BAZAAR, DULIAJAN, DIBRUGARH, ASSAM – 786602
D	IFSC Code	ICIC0000213
E	Unique identifier code (Field 7037)	OIL503988890
F	Company name	Oil India Limited

The Bank Guarantee issued by the bank must be routed through SFMS platform as per the following details: (i) MT 760/MT 760 COV for issuance of bank guarantee. (ii) MT 760/MT 767 COV for amendment of bank guarantee. [**Purchase Order Number should reflect in the SFMS text under MT 760/MT 760 COV**] The above message/intimation shall be sent through SFMS by the BG issuing Bank branch to ICICI Bank, Duliajan Branch, IFSC Code- ICIC0000213, Branch Address: ICICI Bank Ltd, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602.

- d) “General Terms & Conditions” for e-Procurement as per Booklet No. MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders.
- e) Technical specifications and Quantity as per **Annexure – I**.
- f) The prescribed Bid Forms for submission of bids are available in the Technical RFx -> External Area -> Tender Documents.
- g) All corrigenda, addenda, amendments, time extension, clarifications etc. To the tender will be hoisted on OIL’s website (www.oil-india.com) and in the e-portal (<https://etenders.srm.oilindia.in/irj/portal>) only and no separate notification shall be issued in the press. Prospective bidders are requested to regularly visit the website and e-portal to keep themselves updated.

- h) 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).
- i) Bidder are advised to fill up the Technical bid check list (**Annexure EEE**) and Response sheet (**Annexure FFF**) given in MS excel format in Technical RFx -> External Area - > Tender Documents. The above filled up document to be uploaded in the **Technical Attachment**. For details please refer “Vendor User Manual” / “NEW INSTRUCTIONS”.

Special Note:

1.0 Being Limited tender the tender documents have already been issued to you. You are requested to quote for the e-tender using the USER ID and PASSWORD already available with you. No physical tender documents will be provided. Details of NIT can be viewed using “Guest Login” provided in the e-Procurement portal. The link to e-Procurement portal has been also provided through OIL’s web site www.oil-india.com.

2.0

- a) Bidders who do not have E-tender Login ID and Password should complete their online registration **at least seven (7) days prior to the scheduled bid closing date** and time of the tender. For online registration, Bidder may visit the OIL’s E-tender site <https://etender.srm.oilindia.in/irj/portal>
- b) Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.
- c) Categorisation and various Criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISE.

The bidder claiming the MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against this tender should submit Udyam Registration Number with Udyam Registration Certificate for availing the benefit applicable to MSEs.

- d) Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product. If L-1 is not an MSE and MSE Seller(s) has/have quoted price within L-1+15% of margin of purchase preference/price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and purchase order will be awarded for **100% of total QUANTITY**.

- e) The turnover related figures of the bidders claiming as MSE bidders as mentioned above shall be considered based on Bidders self-declarations to be submitted with their bid as per new gazette notification no. CG-DL-E-26062020-220191 dated 26.06.2020. However, in case of any intentional misrepresentations or attempts to suppress facts in the self-declaration, the bidder shall be liable to penalty as specified under section 27 of the Act.
- 2.0** The tender is invited under **SINGLE STAGE-COMPOSITE BID SYSTEM**. The bidders are required to submit both the “TECHNO-COMMERCIAL UNPRICED BID” and “PRICED BID” through electronic format in the OIL’s e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The Techno-commercial Unpriced bid is to be submitted as per scope of works and Technical specification of the tender and the priced bid as per the online Commercial bid format. For details of submission procedure, please refer relevant para of General Terms and Conditions vide MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders. Any offer not complying with the above shall be rejected straightway
- 3.0** Please ensure that Technical Bid / all technical related documents related to the tender are uploaded in the Technical RFX Response-> Technical Attachment only. **For details, please refer “NEW INSTRUCTIONS”**.
- 3.1** 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 **GM Materials (HOD), Materials Department, Oil India Limited, Duliajan - 786602, Assam** on or before the Bid Closing Date and Time mentioned in the Tender.
- a) **Detailed Catalogue (if any)**
b) **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.
- 4.0** 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.
- 5.0** 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.
- 6.0** Bid must be submitted electronically only through OIL’s e-procurement portal. Bid submitted in any other form will be rejected.
- 7.0** To ascertain the substantial responsiveness of the bid OIL reserves the right to ask the bidder for clarification.
- 8.0** Please do refer the User Manual provided on the portal on the procedure “How to create Response” for submitting offer.

- 9.0 Bidders are requested to refer to the enclosed **Annexure – BBB** for the Taxes and Duties clauses under GST regime.
- 10.0 While submitting the offers bidders are requested to refer to the enclosed **Annexure – BB (Price Bid Format and Evaluation Criteria)**.
- 11.0 **Delivery/collection Instructions in cases where transportation is in OIL's scope:**
(i) The suppliers shall be required to deliver the Sundry consignments of weight less than 3 (Three) Tons at the godown/office/collection point of OIL's authorized transporter in various cities.
(ii) Consignments weighing more than 03 (Three) Tons shall be collected from the supplier's premises/loading points by OIL's authorized transporter.
(iii) The name of OIL's current authorized transporter is M/s Western Carriers (India) Ltd.

Bidders are requested to note the above delivery/collection instructions while submitting their offers.

- 12.0 Bidders should fill-up and submit alongwith their bid an **UNDERTAKING** towards **authenticity of information/documents** furnished by them, as per enclosed **ANNEXURE-K**.
- 13.0 **Online Viewing of price by bidders:** For convenience of the qualified Bidders and to improve transparency, the rates/costs quoted by bidders against OIL's e-tenders shall be available for online viewing by such Bidders whose price bids are opened by Company. A Bidder can view item-wise rates/ costs of all other such peer bidders against the tender immediately after price bid opening, if the e-tender is floated by Company with PRICE CONDITION. In case the Price-Bid is invited by Company through attachment form under "Notes & Attachment" (i.e., NO PRICE Condition), Bidders must upload their detailed Price-Bid as per the prescribed format under "Notes & Attachment", in addition to filling up the "Total Bid Value" Tab taking into account the cost of all individual line items and other applicable charges like freight, tax, duties, levies etc. Under NO PRICE Condition (i.e., Price Bid in attachment form), the "Total Bid Value" as calculated & quoted by the Bidder shall only be shared amongst the eligible bidders and Company will not assume any responsibility whatsoever towards calculation errors/ omissions therein, if any. Notwithstanding to sharing the "Total Bid Value" or the same is whether filled up by the Bidder or not, Company will evaluate the cost details to ascertain the inter-se-ranking of bidders strictly as per the uploaded attachment and Bid Evaluation Criteria only. Online view of prices as above shall be available to the Bidders only upto seven days from the date of Price-Bid opening of thee-tender.
- 14.0 **PBG Undertaking Form:**
In the event of award of purchase order against this tender, the successful bidder **must comply with the stipulations** of the enclosed **“PBG UNDERTAKING FORM - ANNEXURE-M”** and **submit it duly filled-in along with their PBG (Performance Bank Guarantee)**.
- 15.0 **Restrictions on procurement from a bidder of a country which shares a land border with India:** It is for information of all Bidders that Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide office memorandum No. F.7/10/2021-PPD (1) dated 23rd February,2023 (order- Public Procurement no.4) has proclaimed Requirement of registration under Rule 144 (xi) of the General Financial Rules

(GFRs), 2017. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement only if the bidder is registered with the Competent Authority. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority to be eligible to bid in this GeM Bid. Therefore, all bidders are requested to be guided by the Clauses stipulated in the enclosed Annexure-N of this GeM Bid. In this respect, the format of Undertaking to be submitted by the bidders is given vide EXHIBIT-I & EXHIBIT-II of this tender.

16.0 Tax Collected at Source (TCS):

Tax Collectible at Source (TCS) applicable under the Income-tax Law and charged by the SUPPLIER shall also be payable by OIL along with consideration for procurement of goods/materials/equipment. If TCS is collected by the SUPPLIER, a TCS certificate in prescribed Form shall be issued by the SUPPLIER to OIL within the statutory time limit. Payment towards applicable TCS u/s 206C (1 H) of Income Tax Act, 1961 will be made to the supplier provided they are claiming it in their invoice and on submission of following undertaking along with the invoice slating that:

- a. TCS is applicable on supply of goods invoiced to OIL as turnover of the supplier in previous year was more than Rs. 10 Cr. And
- b. Total supply of goods to OIL in FY ... exceeds Rs. 50 Lakh and
- c. TCS as charged in the invoice has already been deposited (duly indicating the details such as challan No. and date) or would be deposited with Exchequer on or before the due date and
- d. TCS certificate as provided in the Income Tax Act will be issued to OIL in time. However, Performance Security deposit will be released only after the TCS certificate for the amount of tax collected, is provided to OIL. Supplier will extend the performance bank guarantee (PBG), wherever required, till the receipt of TCS certificate or else the same will be forfeited to the extent of amount of TCS. if all other conditions of Purchase order are fulfilled. The above payment condition is applicable only for release of TCS amount charged by supplier u/s 206C (1 H) of Income tax Act, 1961.

The above payment condition is applicable only for release of TCS amount charged by supplier u/s 206C (1 H) of Income tax Act, 1961.

17.0 FINANCING OF TRADE RECEIVABLES OF MICRO AND SMALL ENTERPRISES (MSEs) THROUGH TRADE RECEIVABLES DISCOUNTING SYSTEM (TReDS) PLATFORM:

Based on the initiatives of Government of India to help MSE vendors get immediate access to liquid fund based on Buyers credit rating by discounting, OIL has registered itself on TReDS platform with M/s RXIL and M/s A TREDS Ltd. (Invoice Mart). MSE vendors can avail this benefit by registering themselves with any of the exchanges providing e-discounting / electronic factoring services on TreDS platform and following the procedures defined therein, provided OIL is also participating in such TreDS Platform as a Buyer.

- (i) MSE Vendor should be aware that all costs relating to availing the facility of discounting on TreDS platform including but not limited to Registration charges, Transaction charges

for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor.

(ii) MSE Vendor hereby agrees to indemnify, hold harmless and keep OIL and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TreDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.

(iii) OIL shall not be liable for any special, indirect, punitive, incidental, or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TreDS platform for discounting their (MSE Vendor's) invoices.

Notes:

(a) Buyer means OIL who has placed Purchase Order/ Contract on a MSE Vendor (Seller).

(b) Seller means a MSE vendor, who has been awarded Purchase Order/ Contract by OIL (Buyer).

18.0 Bidder's Financial Standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect along with their offer.

19.0 Applicability of Banning Policy of Oil India Limited: Revised Banning Policy dated 17.03.2023 as uploaded in OIL's website and revised guidelines of banning/debarment vide OM no. F.1/20/2018-PPD dated 02.11.2021 issued by Department of Expenditure, Ministry of Finance, Govt of India will be applicable against the tender (and order in case of award) to deal with any agency (bidder/contractor/supplier/vendor/service provider) who commits deception, default, fraud or indulged in other misconduct of whatsoever nature in the tendering process and/or order execution processes.

The bidders who are on Holiday/Banning/Suspension list of OIL on due date of submission of bid/ during the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening/evaluation/award. If the bidding documents were issued inadvertently/downloaded from website, the offers submitted by such bidders shall also not be considered for bid opening/evaluation/ Award of Work.

20.0 SET-OFF: Any sum of money due and payable to the Seller (including Security Deposit refundable to them) under any purchase order 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 a sum of money arising out of any other purchase order made by the Seller with Oil India Limited (or such other person or persons contracting through Oil India Limited).

21.0 SETTLEMENT OF DISPUTES:

21.1 Arbitration (Applicable for Suppliers/CONTRACTORS other than PSU and MSME):

(21.1.1) Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

(21.1.2) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.

(21.1.3) It is agreed and undertaken by the Parties that irrespective of country of origin of the CONTRACTOR, the arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and under no circumstances, the proceedings shall be construed as International Arbitration.

(21.1.4) The number of arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Up to Rs.25.00 Lakh	Not applicable	Not applicable
Above Rs.25.00 Lakh Up to Rs.25 Crore	Sole Arbitrator	OIL
Above Rs. 25 Crore	3 Arbitrators	One Arbitrator by each party and the 3rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

(21.1.5) The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.

(21.1.6) If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.

(21.1.7) Parties agree and undertake that neither shall be entitled for any pre-reference or pendent-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

(21.1.8) The arbitral tribunal shall complete the proceedings, make and publish the award within time stipulated in the Arbitration and Conciliation Act, 1996 (as amended).

(21.1.9) If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:

- (i) 20% of the fees if the claimant has not submitted statement of claim.
- (ii) 40% of the fees if the pleadings are complete
- (iii) 60% of the fees if the hearing has commenced.
- (iv) 80% of the fees if the hearing is concluded but the award is yet to be passed.

(21.1.10) Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, both parties shall equally share all expenditures that may be required to be incurred.

(21.1.11) The fees and other administrative/secretarial expenses of the arbitrator(s) shall not exceed the model fee as stipulated in Schedule of the Act and such expenses shall be equally borne by the parties.

(21.1.12) The Place/Seat of Arbitration shall be Guwahati or the place where the contract is executed. The venue of the arbitration shall be decided by the Arbitrator(s) in discussion with the parties. The cost of arbitration sittings shall be equally borne by the parties.

(21.1.13) The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.

(21.1.14) Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

21.2 Arbitration (applicable in case of Contract awarded on Public Sector Enterprise):

a) In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central Public Sector Enterprises (CPSEs) and also between CPSEs and Government Departments/Organizations (excluding disputes -concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

b) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause and refer the dispute(s) to AMRCD with a copy to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter.

c) Upon such reference, the dispute shall be decided by the Competent Authority appointed under the AMRCD, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

21.3 Arbitration (Applicable to Micro, Small and Medium Enterprise):

In the event of any dispute or difference relating to, arising from or connected with the Contract, efforts shall be made to resolve the dispute(s) amicably by mutual consultation and in case such dispute(s) cannot be resolved through mutual consultation, then same shall be resolved through the procedure as prescribed in Section-18 of the Micro, Small and Medium Enterprises Development Act, 2006.

21.4 Resolution of disputes through conciliation by OEC:

(Not Applicable in cases where value of dispute is less than Rs. 25 Lakhs and more than 2 Crore)

If any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, Company at its discretion, on its own or on the request of the CONTRACTOR, may refer the dispute to Outside Expert Committee (OEC) to be constituted by Corporate Business Committee (CBC), OIL as provided hereunder:

a) The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.

b) OIL shall nominate three outside experts, one each from Financial/commercial, Technical and Legal fields from the Panel of Outside Experts maintained by OIL who shall together be referred to as OEC (Outside Experts Committee).

c) Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.

d) The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof. Notwithstanding above, the proceedings shall be summary in nature and Parties agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the OEC proceedings.

e) OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept the same. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.

f) Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or through circulation. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.

g) OIL will share all other guidelines regarding reconciliation through OEC with the CONTRACTOR when it resorts to settlement through OEC. Both parties agree to adhere to these guidelines.

h) All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.

i) The OEC proceedings must be completed within a period of 3(three) months from the date of constitution of the OEC with a provision of extension of one months, subject to mutual agreement. The Place of OEC shall be either at New Delhi or Guwahati.

j) If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract.

k) The parties shall be represented by their in-house employees/executives. No party shall bring any advocate or outside consultant/advisor/agent. Ex-officers of OIL who have handled the matter in any capacity directly or indirectly shall not be allowed to attend and present the case before OEC on behalf of Contractor. However, ex- employees of parties may represent their respective organizations.

l) Solicitation or any attempt to bring influence of any kind on either OEC Members or OIL is completely prohibited in conciliation proceedings and OIL reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the Contractor or its representatives.

Disclaimer: *Rates/Costs shown above are as calculated/ quoted by the respective Bidder. Company does not assume any responsibility and shall not be liable for any calculation error or omissions. However, for placement of order/award of contract, Company shall evaluate the cost details to determine the inter-se ranking of Bidders strictly as per their Price-Bids and Bid Evaluation Criteria of the Tender. OIL INDIA LTD accepts no liability of any nature resulting from mismatch of "Total Bid Value" & price submitted under "Notes & Attachment" by any bidder and no claim whatsoever shall be entertained thereof.*

Please do refer "**NEW INSTRUCTION TO BIDDER FOR SUBMISSION**" for points 14.0 and 15.0 and also please refer "**New Vendor Manual (effective 01.03.2019)**" available in the login Page of the OIL's E-tender Portal.

Oil India Limited e-Procurement

User ID *

Password *

Logon Problems? [Get Support](#)

[Supplier Enlistment for E-Tender](#)

[Important Note for New Portal Users:](#)

[Click here to View Competability Settings](#)

[General Guidelines to bidders](#)

[Click for User Manuals](#)

© 2012 Oil India Limited. All rights reserved.
[Click for Terms of use, Privacy Policy, Refund Policy Docs](#)

Click here for the New Manual & Instruction

Note: Bidders should submit their bids (preferably in tabular form) explicitly mentioning compliance / non-compliance to all the NIT terms and conditions of NIT.

Yours Faithfully,

**-Sd-
(Nayan Moni Kakati)
Chief Manager Materials (IP)
For GM-Materials (HoD)
For Resident Chief Executive**

ANNEXURE-I**Tender No. : SSI6064L25/L4****Tender Date : 02.04.2024**

Item No./ Mat. Code	Material Description	Quantity	UOM
10 13833143	Element Assy.(oil) KFL pt. No.KFO-2020/Purolator Pt. No. PI-1401 for Caterpillar Engine D399	300	NO
20 13921819	SPARES FOR CATEPILLAR EQUIPMENTS GROUP : AIR CLEANER SPECIAL STG12-0088 Element, Primary for Caterpillar Engine G399 DONALDSON Part No. P181044 (SMP-18-1044) Part No. P18-1044 Part No. P18-1044	100	NO
30 13921821	Element, Safetly for Caterpillar Engine No. G399 DONALDSON Part No. P11-9371	100	NO
40 13921819	Element, Primary for Caterpillar Engine G399 DONALDSON Part No. P181044 (SMP-18-1044) Part No. P18-1044 Part No. P18-1044	100	NO

Note description for item no./nos. : 20, 30, 40

BIDDER OTHER THAN OEM MUST SUBMIT VALID DEALERSHIP/AUTHORIZATION CERTIFICATE AGAINST THE TENDER ALONGWITH THEIR OFFER, FAILING WHICH THE OFFER SHALL BE REJECTED.

Standard Notes: 1) Validity of the bid must be minimum 90 days from the Bid Closing Date. Offer with inadequate validity will be rejected.

2) Performance Security: The successful bidder shall submit Performance Security @ 5% if order value exceeds Rs. 10 Lakhs of PO value within 30 days of receipt of the formal purchase order failing which OIL reserves the right to cancel the order and forfeit the Bid Security. Bidders should undertake in their bids to submit Performance Security as stated above.

The Performance Security shall be in the following form :

A Bank Guarantee in the prescribed OIL's format valid for 90 days beyond delivery period and applicable warranty/guarantee period (if any).

The validity requirement of Performance Security is assuming despatch within stipulated delivery period and confirmation to all terms and conditions of order. In case of any delay in despatch or non-confirmation to all terms and conditions of order, validity of the Performance Security is to be extended suitably as advised by OIL.

However, PBG will be applicable only if value of Purchase Order exceeds Rs 10 (ten) lakhs.

Note: The Bank Guarantee issuing bank branch must ensure the following:

The Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:

ANNEXURE-I**Tender No. : SSI6064L25/L4****Tender Date : 02.04.2024**

- (i) MT 760 / MT 760 COV for issuance of Bank Guarantee
- (ii) MT 760 / MT 767 COV for amendment of Bank Guarantee

Bank Details of Beneficiary:

A. Bank Name: ICICI BANK LTD.

B. Branch Name: DULIAJAN

C. Branch Address: KUNJA BHAVAN, DAILY BAZAAR, DULIAJAN, DIBRUGARH, ASSAM # 786602

D. IFSC Code: ICIC0000213

E. Unique identifier code (Field 7037) OIL503988890

F. Company name: Oil India Limited

The Bank Guarantee issued by the bank must be routed through SFMS platform as per the following details:

(i) MT 760/MT 760 COV for issuance of bank guarantee.

(ii) MT 760/MT 767 COV for amendment of bank guarantee. [Purchase Order Number should reflect in the SFMS text under MT 760/MT 760 COV] The above message/intimation shall be sent through SFMS by the BG issuing Bank branch to ICICI Bank, Duliajan Branch, IFSC Code- ICIC0000213, Branch Address: ICICI Bank Ltd, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam # 786602.

3) 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.

4) 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.

5) All the Bids must be Digitally Signed using "Class 3" digital certificate with Organisation's name (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 with Organisation's Name" digital certificate, will be rejected.

6) Price should be maintained in the "online price schedule" only. The price submitted other than the "online price schedule" shall not be considered.

7) To evaluate the inter-se-ranking of the offers, all Taxes / Levies will be considered as per prevailing Govt. guidelines as applicable on the bid opening date. Bidders may check this with the appropriate authority before submitting their offer.

8) The bids will be evaluated strictly as per NIT specifications, terms & conditions.

9) Request for placement of purchase order to an entity, other than the bidder, shall not be considered.

Special Notes : 1) SPECIAL CONDITIONS :**1. SUPPLIER TO QUOTE ON ALL-INCLUSIVE F.O.R DULIAJAN BASIS WITH FREIGHT & TRANSIT INSURANCE IN SUPPLIER'S SCOPE.****2. BIDDER MUST MENTION/SUBMIT THEIR OFFERED PRODUCT ID AND PRODUCT CATALOGUE ALONG WITH THE OFFER.****2.DELIVERY REQUIREMENT-**

ANNEXURE-I

Tender No. : SSI6064L25/L4

Tender Date : 02.04.2024

To be delivered within 90 days from PO date.

(II) PAYMENT TERM: OIL's standard payment terms are as listed under:

(i) Payment will generally be made against completed supply, including installation & commissioning (if included in Supplier's scope). Where phased delivery is indicated in the order, payment will be made against each lot as per phasing.

(ii) 100% payment will be released within 21 days of receipt and acceptance of supply at destination/site as per purchase order against undisputed invoice, subject to adjustment towards applicable Liquidated Damages.

In certain cases, OIL will consider release of payment to the extent of maximum 90% of the value of supply within 21 days of receipt of materials at destination/site as per purchase order against direct submission of undisputed invoice to OIL, and the remaining 10% shall be released upon acceptance of goods after due adjustment towards applicable Liquidated Damages.

(iii) Wherever installation and commissioning etc. are to the scope of Supplier, maximum 80% of the cost of materials shall be payable within 21 days of receipt & verification of completeness of all the goods at destination/site as per purchase order against undisputed invoice and the remaining payment shall be released after successful commissioning.

The above payment terms supersede all the payment terms contained elsewhere in the tender document as well as "General Terms and Conditions" (Document No. MM/TENDER/LP/01/06). Bidders to note that no other payment terms, apart from the above listed payment terms, shall be accepted by OIL.

Annexure-K

**Format of undertaking by Bidders towards submission of authentic information/documents
(To be typed on the letter head of the bidder)**

Ref. No _____

Date _____

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your tender No. _____ Dated _____

To,
The HOD-Materials
Materials Deptt,
OIL, Duliajan

Sir,

With reference to our quotation against your above-referred tender, we hereby undertake that no fraudulent information/documents have been submitted by us.

We take full responsibility for the submission of authentic information/documents against the above cited bid.

We also agree that, during any stage of the tender/contract agreement, in case any of the information/documents submitted by us are found to be false/forged/fraudulent, OIL has right to reject our bid at any stage including forfeiture of our EMD and/or PBG and/or cancel the award of contract and/or carry out any other penal action on us, as deemed fit.

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

ANNEXURE-N
RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH
SHARES LAND BORDER WITH INDIA:

Subject to Order No. F.7/10/2021-PPD (1) dated 23.02.2023 issued by Department of Expenditure, Ministry of Finance, Govt. of India, Bidders should take note of the following:

- 1.0 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)]. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority to be eligible to bid in this tender.
- 2.0 "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- 3.0 "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means:
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- 4.0 The beneficial owner for the purpose of para 3.0 above will be as under:
 - 4.1 In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation:

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company.
 - b. "Control" shall include the right to appoint majority of the directors or to control the management: or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements.
- 4.2 In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership

- 4.3 In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement: to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- 4.4 Where no natural person is identified under (4.1) or (4.2) or (4.3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 4.5 In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- 5.0 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- 6.0 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- 7.0 **Validity of Registration:** The registration should be valid at the time of submission of bid and at the time of acceptance of bid. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.
- 8.0 **Undertaking regarding compliance:** The bidders are required to provide undertakings as per Exhibits - I, II along with their bid towards compliance of the above guidelines for participation in this tender. If the undertakings given by a bidder whose bid is accepted is found to be false, this would be a ground for debarment/action as per OIL's Banning Policy and further legal action in accordance with law.

EXHIBIT-I

**UNDERTAKING TOWARDS COMPLIANCE OF PROVISIONS FOR RESTRICTIONS
ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND
BORDER WITH INDIA**

We, M/s _____, have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; we certify that we are not from such a country/or if from such a country, have been registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and are eligible to be considered. [*wherever applicable, evidence of valid registration by the Competent Authority shall be attached*].

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name:

Designation:

Phone No.:

Place:

Date:

(Affix Seal of the Organization here, if applicable)

EXHIBIT-II

ADDITIONAL UNDERTAKING BY BIDDER IN CASES OF SPECIFIED TRANSFER OF TECHNOLOGY

We, M/s _____, have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that we do not have any ToT arrangement requiring registration with the competent authority.

OR

We, M/s _____, have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement: We certify that we have valid registration to participate in this procurement. [*Evidence of valid registration by the Competent Authority shall be attached*]

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)