

OIL INDIA LIMITED

(A Govt. of India Enterprise)

Rajasthan Project,

02-A, SARASWATI NAGAR,

DISTRICT SHOPPING CENTRE, BASNI

JODHPUR- 342005,

RAJASTHAN, INDIA

Fax-0291 2727050

Ph-0291 2727473

Email: amar_singh@oilindia.in

Tender No. & Date : JIS4001L20**03.03.2020**

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 : 07.04.2020 at 15:00 hrs. (IST)

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Performance Guarantee : Applicable@10% of order value

OIL INDIA LIMITED invites Limited tenders for items detailed below:

Item No./ Mat. Code	Material Description	Quantity	UOM
10 85100775	LUBRICANTS FOR USE AS CONSUMABLES IN ENGINES, COMPRESSORS, PUMPS, WORKSHOP EQUIPMENT AND OTHER EQUIPMENT ENGAGED IN <u>DRILLING, PRODUCTION, TRANSPORT AND EXPLORATION OF HYDROCARBON.</u> BRAND: I.O.C. - Servo Super Plus 20W40 BPCL: MAK T 20 W 40 HPCL- Hylube Extra 20W40 or equivalent Brand of Balmar Lawrie Level as per Viscosity Grade: Level 2(210 Ltrs/Cask)	2520	L

Standard Notes: 1.0 Items shall be brand new, unused & of prime quality. Bidders shall warrant (in the event of order) that the items will be free from all defects & fault in material, workmanship and manufacture and shall be in full conformity with the ordered specification. This clause shall be valid for 12 months from date of dispatch/shipment. The defective items, if any, rejected by OIL shall be replaced by the supplier on F.O.R. destination basis at their own expenses including payment of all taxes and duties. Bidders must confirm the same in their quotation.

2.0 Validity of the offer should be 90 days from the date of bid opening. Bid with lesser validity will be rejected.

3.0 Quotation should be submitted in duplicate.

4.0 In the event you authorize your dealer/stockist/channel partner to quote on your behalf, the dealer/stockist/channel partner while submitting bid should mention on the body of the envelope that they are submitting bid on your behalf and a copy of Authorisation letter issued by you is also to be submitted along with the bid. In the authorisation letter, it is to be clearly mentioned that you are authorising your dealer/stockist/channel partner to quote on your behalf against the tender (Tender no should be clearly mentioned) In the event the dealer/stockist/channel partner do not mention the name of their OEM/principal on the body of the envelope and fail to submit Authorisation Letter, the offer shall be treated as unsolicited offer and will not be considered for

opening.

The dealer/stockist/channel partner should take note of above while submitting bid on behalf of their OEM/principal.

Further, the authorised dealer should submit a copy of valid dealership certificate from their OEM.

5.0 Bidders are to quote for Unit Material value, Packing/Forwarding Charges (if any), Taxes & Duties as applicable, Transportation charges etc. upto OIL's Thaiyat-Hamira Stores which is 25 KM (approx.) from Jaisalmer Town (Rajasthan), Payment Terms, Delivery Period, Net Weight, Gross Weight & Volume in their offer. Comparison of offers will be done on Total F.O.R OIL's Thaiyat-Hamira Stores,Jaisalmer,Rajasthan basis.

6.0 For order with F.O.R. Destination term, 100% payment against dispatch document will not be entertained. In this regards please refer payment terms in General Terms and Condition uploaded at oil website vide MM-TENDER-LP-01(REV.2018). Bidders are advised to take note of this while mentioning payment term.

7.0 Please consider bid closing time/Opening time as at 15:00 hrs (IST). You are advised to ignore the timing of 13:00 hrs (IST), appearing anywhere of the tender document.

8.0 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.

9.0 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.

10.0 Original signed offer should be submitted in sealed envelope. No offers should be sent by Telex, Cable, E-mail or Fax. Such offers will not be accepted.

11.0 Bids containing incorrect statement will be rejected.

12.0 Bids shall have no interlineations, erasures or overwriting except as necessary to correct the errors made by the bidder, in which case, such corrections shall be initiated by the person(s) signing the bid. Any bid not meeting this requirement shall be rejected.

13.0 Bidders to note that Govt. of India under Micro, Small and Medium Enterprises Development (MSMED) Act 2006, has proclaimed the Public Procurement Policy, 2012 with effect from 1st April, 2012 in respect of procurement of goods and services, produced and provided by micro and small enterprises, by its Ministries, Departments and Public Sector Undertakings for promotion and development of Micro and Small Enterprises. A new Clause on applicability of Public Procurement Policy for procurement of goods from Micro, Small and Medium Enterprises(MSME) in the tender is furnished vide Amendment to General Terms and Conditions vide Booklet No. M/TENDER/LP/01/06(REV 2018). Bidders are requested to take note of the same and to submit their offers accordingly.

14.0 Purchase preference policy (linked with Local Content)(PP-LC):

This tender will be governed by the Purchase preference policy (linked with Local Content) (PP-LC) of Ministry of Petroleum & Natural Gas, Government of India. Indian Bidders are advised to refer notification no. O-27011/44/2016-ONG-II/FP dtd. 25.04.2017 and subsequent amendments, if any, and submit the necessary documents, declaration, undertaking etc. as per the policy guidelines along with their bid. As per the PP-LC policy, 50% of the tendered quantity would be awarded to the lowest techno-commercially qualified LC (Local Content) manufacturer / supplier which are within the price band of 10% of the L1, subject to matching the L1 price. Bidders seeking Purchase preference (linked with Local Content) (PP-LC) shall be required to meet / exceed the target of Local Content (LC) as per values furnished vide original notification

of the policy and subsequent amendments applicable as on the bid closing date. The remaining quantity will be awarded to L1 (i.e. Non-Local Content (NLC) manufacturer / supplier not meeting prescribed LC criteria). In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs-Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy. If a bidder seeks EMD exemption under the MSE policy, then it shall be considered that the bidder has sought benefit against the MSE policy and this option once exercised cannot be modified subsequently. Evaluation of bids with reference to PP-LC policy shall be done by OIL based on the documents submitted by the bidder. OIL shall not be responsible for any incorrect/incomplete submission of documents by bidder leading to non-compliance to PP-LC policy and denial of benefits under the policy.

15.0 The offer should reach within the Bid Closing Date & Time addressed to:

GENERAL MANAGER (C&P)
OIL INDIA LIMITED
RAJASTHAN FIELD
C&P DEPARTMENT
02-A SARASWATI NAGAR, BASNI
DISTRICT SHOPPING CENTRE
JODHPUR - 342005,
RAJASTHAN
INDIA

16.0 Contact details of dealing officer:

A. D. SINGH
MANAGER (C&P)
PHONE- 0291-2729-473
EMAIL: amar_singh@oilindia.in

Other terms and conditions of the tender shall be as per General Terms and Conditions vide booklet MM/TENDER/LP/01/06(REV 2018). However, if any of the Clauses of the tender stipulated above contradict the Clauses of the booklet MM-TENDER-LP-01(REV.2018) elsewhere, those in this tender document shall prevail.

17.0 Please ignore the all such taxes mentioned in MM-TENDER-LP-01(REV.2018) which is not applicable now a day, after implementation of GST after 01.07.2017. GST rules, regulations and all circulars of GOVERNMENT OF INDIA is applicable for this Tender.

General terms and Conditions MM/TENDER/LP/01/06(REV 2018) is uploaded in OIL WEB SITES. Please see the General Terms & Condition thoroughly before to submit your bid.

GOODS AND SERVICES TAX

Provision of Clause No. 6.3 & 6.4 of document no MM-TENDER-LP-01(REV.2018) stands deleted and replaced with the following:

1. "GST" shall mean Goods and Services Tax charged on the supply of material(s) and services. The term "GST" shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as "IGST") or Central Goods and Services Tax (hereinafter referred to as "CGST") or State Goods and Services Tax (hereinafter referred to as "SGST") or Union Territory Goods and Services Tax (hereinafter referred to as "UTGST") depending upon the import / interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.

2. The quoted price shall be deemed to be inclusive of all taxes , duties & levies except "Goods and Services Tax" (hereinafter called GST) (i.e. IGST or CGST and SGST/UTGST applicable in

case of interstate supply or intra state supply respectively and GST compensation Cess if applicable).

3. Contractor/vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL (Oil India Limited)/client. In the event that the contractor / vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules thereunder, OIL/client shall not be liable to make any payment on account of GST against such invoice.

4. GST shall be paid against receipt of tax invoice and proof of payment of GST to government. In case of non-receipt of tax invoice or non-payment of GST by the contractor/vendor, OIL shall withhold the payment of GST.

5. GST payable under reverse charge for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/vendor but will be directly deposited to the government by OIL/client.

6. Where OIL/client has the obligation to discharge GST liability under reverse charge mechanism and OIL/client has paid or is /liable to pay GST to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL/client for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OIL/client to Contractor / Supplier.

7. The Supplier shall always comply with the requirements of applicable laws and provide necessary documents as prescribed under the Rules & Regulations, as applicable from time to time. In particular, if any tax credit, refund or other benefit is denied or delayed to OIL/project owner due to any non-compliance / delayed compliance by the Supplier under the Goods & Service Tax Act (such as failure to upload the details of the sale on the GSTN portal, failure to pay GST to the Government) or due to non-furnishing or furnishing of incorrect or incomplete documents by the Supplier, the Supplier shall be liable to reimburse OIL/project owner for all such losses and other consequences including, but not limited to the tax loss, interest and penalty.

8. Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor / Vendor is denied by the tax authorities to OIL/client for reasons attributable to Contractor / Vendor, OIL/client shall be entitled to recover such amount from the Contractor / Vendor by way of adjustment from the next invoice. In addition to the amount of GST, OIL/client shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL/project owner.

9. TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.

10. The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/ concessions available under tax laws.

11. The contractor will be liable to ensure to have registered with the respective tax authorities and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.

12. In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST &

SGST/UTGST or IGST) of price schedule.

13. OIL/client will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL/client is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

14. GST (GOODS & SERVICE TAX) (TRANSPORTATION CHARGES, SUPERVISION / TRAINING, SITE WORK):

The quoted Prices towards Transportation, Supervision, Training, Site Work, AMC shall be inclusive of all taxes & duties except Goods & Service Tax (GST).

Goods & Service Tax (GST) as billed by the Supplier shall be payable at actuals by Owner subject to Contractor furnishing proper tax invoice issued in accordance with Goods & Service Tax (GST) rules to enable Owner to take input tax credit as per Govt. Rules 2004 on Goods & Service Tax (GST) paid.

Goods & Service Tax (GST) shall not be payable, if the requirements as specified above are not fulfilled by the Supplier. In case of non-receipt of above, Owner shall withhold the payment of Goods & Service Tax (GST).

In case of Foreign Bidders, where foreign bidder does not have permanent establishment in India, for supervision/training services by foreign supervisor at Project Site, Goods & Service Tax (GST) shall be paid by Owner to tax authorities.

15. Documentation requirement for GST

The vendor will be under the obligation for invoicing correct tax rate of tax/duties as prescribed under the GST law to Owner/OIL, and pass on the benefits, if any, after availing input tax credit. Any invoice issued shall contain the following particulars-

- a) Name, address and GSTIN of the supplier;
- b) Serial number of the invoice;
- c) Date of issue;
- d) Name, address and GSTIN or UIN, if registered of the recipient;
- e) Name and address of the recipient and the address of the delivery, along with the State and its code,
- f) HSN code of goods or Accounting Code of services;
- g) Description of goods or services;
- h) Quantity in case of goods and unit or Unique Quantity Code thereof;
- i) Total value of supply of goods or services or both;
- j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
- k) Rate of tax (IGST, CGST, SGST/ UTGST, cess);
- l) Amount of tax charged in respect of taxable goods or services (IGST, CGST, SGST/ UTGST, cess);
- m) Place of supply along with the name of State, in case of supply in the course of inter-state trade or commerce;
- n) Address of the delivery where the same is different from the place of supply and
- o) Signature or digital signature of the supplier or his authorised representative.

GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner-

- a) The original copy being marked as ORIGINAL FOR RECIPIENT;
- b) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
- c) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

In case of any advance given against any supplies contract, the supplier of the goods shall issue

Receipt Voucher containing the details of details of advance taken along with particulars as mentioned in clause no. 15 (a), (b), (c), (d), (g), (k), (l), (m) & (o) above.

16. GENERAL REMARKS ON TAXES & DUTIES:

In view of GST Implementation from 1st July 2017, Excise Duty, CST/VAT, Service tax, Entry Tax and other indirect taxes and duties have been submerged in GST. Accordingly reference of Excise Duty, Service Tax, VAT, Sales Tax, Entry Tax, E1/E2 Forms, and any other form of indirect tax except of GST mentioned in the bidding document shall be ignored.

OIL INDIA LIMITED, RAJASTHAN PROJECT's provisional GST ID No. is 08AAACO2352C1ZX

Special Notes : 1.0 Delivery: Items are very urgently required. Bidders are requested to quote their best delivery period.

2.0 Performance Security: Successful bidder will be required to furnish a Performance Security @10% of the order value. The Performance Security must be valid for a period of for a period of 15 months from the date of dispatch / shipment. The bidder should confirm submission of the requisite Performance security (in the event of order) in their offer itself, failing which the offer will be rejected.

3.0 NOTE: FOR BID SECURITY/EMD AND PBG-In case of Bank Guarantee.

The bidders/successful bidders are requested to advise the Bank Guarantee issuing bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original bank guarantee in Oil's tender issuing office:

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 760 / 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, Jodhpur Branch, IFS Code - UTIB0000057, Swift Code:- AXISINBB057 Branch Address - AXIS Bank Ltd, Prince Tower, Near Jaljog Circle, Residency Road, Jodhpur- 342003.

4.0 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 Nil Customs Duty against CIF valuing INR 1.00 Lakh and above & concessional IGST during import will be applicable. Indigenous bidder shall be eligible for concessional rate of GST (for invoice valuing INR 1.00 Lakh and above) against Essentiality Certificate wherever applicable, as per Notification No.3/2017 - Integrated/Central Tax (Rate) dated 28th June, 2017. However, Indian bidders are requested to quote actual rate of GST with HSN Code.

PRICE BID FORMAT

Srl. No.	DESCRIPTION	Qty.	Unit	Unit Rate Including Packing & Forwarding Charges (excluding GST) (INR)	Total Value (excluding GST) (INR)	GST Component(INR)	Total value (INR)
1	NIT ITEM NO. 10 (Packing: 210 Ltrs/Cask) As per details specification given in Tender	2520	L				
2	Total FOR Despatching Station value (1)						
3	Inland freight Charges up to OIL Store, Hamira, Jaisalmer						
4	GST on (3)						
5	Insurance Charges, Inclusive of GST						
6	Total FOR OIL Store, Hamira, Jaisalmer Value (2+3+4+5)						
7	Total value in words						
8	Gross Weight of total consignment :						
9	Gross Volume of total consignment						
10	Import Content						
11	HSN / SAC code for above items / services						

Comparison of Offers :

Comparison will be done on Total value vide SI no 6.

Note:

1. Domestic bidders must quote inland freight charges up to **Hamira store, Jaisalmer (Rajasthan)**. In case bidder fails to quote inland freight charges, highest freight quoted by domestic bidder (considering pro-rata distance) against this tender or OIL's estimated freight, whichever is higher, shall be loaded to their offer for comparison purpose.

2. The items covered under this enquiry shall be used by OIL in the PEL/ML areas issued/renewed after 01/04/99 and hence, applicable Customs Duty for import of goods shall be ZERO. However, GST@ %5 shall be applicable. GST@ 5% shall be applicable for Indigenous bidders also under deemed export benefit.

3. Other clauses shall be applicable as per **MM-TENDER-LP-01-06(REV. 2018)** which is uploaded on oil web site. Bidder should visit the same and to quote accordingly.
4. If any of the Clauses of this tender document contradict the Clauses of the **booklet MM-TENDER-LP-01-06(REV. 2018)** for procurement elsewhere; those in this tender document shall prevail.

Tender No. : JIS4001L20
Tender Date : 03.03.2020
Bid Closing On : 07.04.2020 at 13:00 hrs.(IST)
Bid Opening On : 07.04.2020 at 13:00 hrs.(IST)

Tender issued to following parties only:

Sln0	V_Code	Vendor Name	City/Country
1	202838	HINDUSTAN PETROLEUM CORPORATION LTD	MUMBAI
2	206153	PAGARIA & SONS	JODHPUR
3	206680	Indian Oil Corporation Limited	Jodhpur
4	402654	BALMER LAWERIE & CO. LTD.	NEW DELHI
5	404740	BHARAT PETROLEUM CORPORATION LIMITE	MUMBAI