



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

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

FORWARDING LETTER

Tender No. : **SDI4522L24/C6 dated 21.09.2023**

Tender Fee : **NIL**

Bid Security : **NIL. However, submission of Bid Securing Declaration is mandatory.**

Bidding Type : **LIMITED TENDER COMPOSITE BID SYSTEM**

Bid Closing on : **25.10.2023 (11.00 HRS IST)**

Bid Opening on : **25.10.2023 (14.00 HRS IST)**

Performance Security : **Applicable @ 10% of the Rate Contract Value if Rate Contract Value is INR 5.00 Lakh & above.**

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/iri/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.

OIL invites Bids for **Procurement of Calibration Gas Cylinders with Accessories on Rate Contract Basis for a period of two (02) years** 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	STATE BANK OF INDIA
b	Branch Name	Duliajan
c	Branch Address	Duliajan, Dist-Dibrugarh
d	Banker Account No.	10494832599
e	Type of Account	Current Account
f	IFSC Code	SBIN0002053
g	MICR Code	786002302
h	SWIFT Code	SBININBB479
i	Contact No.	9435554859
j	Contact Person Name	Mr. K. L. K. Banik, AGM
k	Fax No.	0374-2802729
l	Email Id	sbi.02053@sbi.co.in

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) Categorization and various Criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 and Amendment vide Gazette Notification no. CG-DLE-16062021-227649 dated 16th June, 2021 issued by Ministry of MICRO, SMALL AND MEDIUM ENTERPRISE.

The bidder claiming as MSE status (MSE-General, MSE-SC/ST, MSE -Woman) against this tender has to submit the following documents for availing the benefits applicable to MSEs:

Udyam Registration Number with Udyam Registration Certificate.

Note: In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur or Woman Entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur/ Woman Entrepreneurs should also be enclosed.

- d) MSE Units** (Manufacturers/Service Providers only and not their dealers/distributors) registered with District Industry Centers or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or any other body specified by Ministry of MSME shall submit copy of valid Registration Certificate for the items they intend to quote along with the bid. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who

has registered the bidder as MSE owned by SC/ST entrepreneur/Woman Entrepreneurs should also be enclosed.

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.

- e) For availing benefits under Public Procurement Policy (Purchase preference), the interested MSE Bidders must ensure that they are the manufacturers of the tendered item(s) and registered with the appropriate authority for the said item(s).
 - f) Bidders to submit any queries related to the tender within seven (07) days from the date of publishing of the tender. OIL will not be liable to respond to any queries received after this deadline.
- 2.1 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.
- 2.2 Please ensure that Technical Bid / all technical related documents related to the tender are uploaded in the RFx Information > Technical Attachment only. The “**TECHNO-COMMERCIAL UNPRICED BID**” shall contain all techno-commercial details except the prices. Please refer to Para 2.2 below regarding uploading of Priced Bid.
- 2.3 The “**PRICE BID**” must contain the price schedule and the bidder’s commercial terms and conditions. For price upload area , please refer “NEW INSTRUCTIONS” Please refer Annex-BB for price schedule.
- 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 **SINGLE STAGE COMPOSITE BID SYSTEM** shall be followed for this tender.
- 8.0 To ascertain the substantial responsiveness of the bid OIL reserves the right to ask the bidder for clarification.
- 9.0 Please do refer the User Manual provided on the portal on the procedure "How to create Response" for submitting offer.
- 10.0 Bidders are requested to refer to the enclosed Annexure – BBB for the Taxes and Duties clauses under GST regime.
- 11.0 While submitting the offers bidders are requested to refer to the enclosed Annexure – BB (Price Bid Format and Evaluation Criteria).
- 12.0 **The applicable GST on the Liquidated Damage if any, shall have to be borne by the seller. Accordingly, the Liquidated Damage shall be recovered from the seller along with applicable GST.**
- 13.0 **Delivery/collection Instructions in the event transportation is in OIL's scope:**
- (i) The suppliers shall be required to deliver the Sundry consignments of weight less than 03 (Three) Tons at the godown/office/collection point of OIL's authorized transporter in various cities.
 - (ii) Consignments weighing more than 3(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 transporters is M/s Western Carriers (India) Ltd.
- Bidder's are requested to note the above delivery/collection instructions while submitting their offers.**
- 14.0 Bidders should fill-up and submit along with their bid an **UNDERTAKING** towards **authenticity of information/documents** furnished by them, as per enclosed **ANNEXURE-K**.
- 15.0 **ONLINE VIEWING OF PRICE BY BIDERS:** 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.

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.

16.0 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 tender. Therefore, all bidders are requested to be guided by the Clauses stipulated in the enclosed **Annexure-N** of this tender. In this respect, the format of Undertaking to be submitted by the bidders is given vide **EXHIBIT-I & EXHIBIT-II** of this tender.

17.0 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 (if applicable) 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 (I H) of Income tax Act, 1961.

18.0 ~~a) The Integrity Pact is applicable against this tender. Therefore, please submit the Integrity Pact document duly signed along with your quotation as per BRC. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide Annexure XII of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be submitted by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit Integrity Pact with the offer, their bid shall be rejected straightway.~~

~~b) The name of the OIL's Independent External Monitors at present are as under:~~

~~1. Dr. Tejendra Mohan Bhasin,
Former Vigilance Commissioner, CVC
E-mail: tmbhasin@gmail.com~~

~~2. SHRI Om Prakash Singh, IPS (Retd)
Former DGP Uttar Pradesh
E-mail ID: ops2020@rediffmail.com~~

~~3. Shri Ram Phal Pawar, IPS (Retd.),
Former Director, NCRB, MHA
Mobile No.: 8017017878
E-mail ID's: rpawar61@hotmail.com, ramphal.pawar@ips.gov.in~~

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.

19.0 **APPLICABILITY OF BANNING POLICY OF OIL INDIA LIMITED:** Banning Policy dated 17.03.2023 (in line with the provisions of Office Memorandum No. F.1/20/2018-PPD dated 02.11.2021 issued by Department of Expenditure, Ministry of Finance) as uploaded in OIL's website 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. Applicability of the policy shall include but not limited to the following in addition to other actions like invoking bid security/performance security/cancellation of order etc. as deemed fit and as mentioned elsewhere in the tender:

- a) Backing out by bidder within bid validity
- b) Backing out by successful bidder after issue of LOA/ Order/ Contract
- c) Non/ Poor performance and order/ contract execution default

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 Note regarding submission of PBG in the form of Bank Guarantee (BG):** PBG shall be **APPLICABLE** only for Rate Contract valuing INR 5.00 Lakh & above. In case a supplier wishes to transfer PBG amount online directly, then OIL's bank details (where online transfer of PBG amount is to be done) are as below-

OIL's Bank account Details:-

- (i) Name:** Oil India Limited
- (ii) Bank:** State Bank of India
- (iii) Branch:** Duliajan
- (iv) Account Number:** 10494832599
- (v) Account Type:** Current
- (vi) IFSC Code:** SBIN0002053

Upon transferring PBG amount online to OIL, vendor shall provide the transaction details to the dealing officer (email ID: aayush_somani@oilindia.in) so that receipt of the same can be verified in OIL's bank account.

In case PBG is desired to be submitted in original hard copy in the form of 'Bank Guarantee', then the same needs to be submitted as per the prescribed format and shall indicate the Rate Contract No. and item description. Supplier is to 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 760/MT 767 COV for amendment of bank guarantee.

[Rate Contract Number (in case of PBG) 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. The Bank details are as under:

Bank Details of Beneficiary:-

- A) Bank Name:** ICICI BANK LTD.

B) Branch Name: DULIAJAN

C) Branch Address: KUNJA BHAVAN, DAILYBAZAAR, DULIAJAN, DIBRUGARH, ASSAM - 786602

D) IFSC Code: ICIC0000213

E) Unique Identifier Code (Field 7037): OIL503988890

F) Company Name: Oil India Limited

G) Swift Code: ICICINBBXXX

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

21.0 Encryption certificate is mandatorily required for submission of bid. In case bidder created response using one certificate (using encryption key) and bidder subsequently changes the digital signature certificate then the old certificate (used for encryption) is required in order to decrypt his encrypted response for getting the edit mode of his response. Once decryption is done, the bidder may use his new DSC certificate for uploading and submission of his offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of DSC certificate, Oil India Limited is not responsible.

22.0 Registration of suppliers on Government e-Market place (GeM) under rule 150 of General Financial Rule (GFR 2017):

a) In line with O.M. 6/9/2020-PPD dated 24.08.2020 issued by Department of Expenditure, Ministry of Finance, Government of India, it shall be mandatory for sellers providing Goods and Services to Oil India Limited to be registered on GeM and obtain a unique seller ID, at the time of placement of order/acceptance of contract. This ID shall invariably be incorporated in every supply order/contract/agreement/ purchase order while awarding any contract / order for procurement by Oil India Limited governed by the GFRs 2017. In this regard, the bidder/seller providing goods and services to Oil India Limited has to mandatorily register on Government E-Marketplace (GeM) [Website: www.gem.gov.in] and obtain a unique GeM seller ID.

b) Kindly indicate the GeM seller ID in your offer/bid/proposal to facilitate to comply with the aforementioned Office Memorandum.

23.0 Oil India Limited (OIL) has upgraded its E-tender Portal. All the bidders are requested to go through the following documents available on the login Page of the OIL's E-tender Portal before uploading their bid.

a) Guidelines to Bidders for participating in OIL.

b) New Vendor Manual

24.0 Oil India Limited (OIL) has upgraded its E-tender Portal. As part of the new system, the intending bidder must have Encryption Certificate along with Digital Signature Certificate (DSC) of Class III [Organization]. The date for implementation of new system is 12th April 2017 and the requirement of the new DSC will be applicable for the tenders floated on 12th April 2017 onwards. All our current and prospective esteemed bidders are therefore requested to acquire Class III DSC [Organization] along with Encryption Certificate issued by any of the Licensed Certifying Authorities (CA) operating under Controller of Certifying Authorities (CCA) of India as per Indian IT Act 2000. Guideline for getting Digital Signature and other related information are available on the e-tender website www.oilindia.com. The bid signed using any other digital certificate or digital certificate without organization name of the bidder, will be liable for rejection. **Please**

also note that the bidding entity's name and the organization name of the bidder should be the same, otherwise the bid will be rejected.

25.0 Bidder's response to all NIT stipulations shall clearly be defined. Bidder shall furnish specific details/ specifications of all major components, systems with Make & Model; etc. Generalised response like - 'As per NIT Specifications/ Technical Leaflet', 'Noted', 'and Accepted' or in any similar fashion is not acceptable.

26.0 Bidders are requested to visit OIL's e-tender portal regularly for any corrigenda / addenda etc. w.r.t. this tender. No separate notification shall be sent in this regard.

27.0 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 Seller's 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.

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.

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

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



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 Compatibility Settings](#)

[General Guidelines to bidders](#)

[Click for User Manuals](#)

Click here for the New Manual & Instruction

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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/-

(A. SOMANI)

MANAGER MATERIALS (IP)

FOR GENERAL MANAGER MATERIALS (HoD)

FOR RESIDENT CHIEF EXECUTIVE

OIL INDIA LIMITED
(A Govt. of India Enterprise)

ANNEXURE-IA

Tender No. : SDI4522L24/C6
Tender Date : 21.09.2023

Item No./ Mat. Code	Materials Description	Quantity	UOM
<u>10</u> 99108161	Standard Multi Gas calibration Cylinder (LEL,O ₂ ,CO,H ₂ S), (i) Calibration gas mixture in 1.6 Ltr. water capacity, Alu. Cylinder Composition: 25 PPM H ₂ S + 100 PPM CO + 2.5% CH ₄ + 18% O ₂ + Bal. N ₂ (ii) Volume: 112 Ltr., Cylinder Pressure: 70kg/cm ² . (iii) Certification Accuracy: +/- 2% to +/- 3%	20	NO
<u>20</u> 99108162	Standard SO ₂ Gas Cylinder (i) Calibration gas mixture in 1.6 Ltr. water capacity Alu. Cylinder Composition: 10 PPM SO ₂ + Bal. N ₂ (ii) Volume: 112 Ltr., Cylinder Pressure: 70kg/cm ² (iii) Certification Accuracy: +/- 2% to +/- 3%	4	NO
<u>30</u> 99083995	Regulator with hose pipe and pressure indicating gauge with all required accessories suitable for use with cylinders Hose Pipe Length: 1 meter (min)	24	NO

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) 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.

3) 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.

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

5) 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.

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

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

OIL INDIA LIMITED
(A Govt. of India Enterprise)

ANNEXURE-IA

Tender No. : SDI4522L24/C6

Tender Date : 21.09.2023

8) FALL CLAUSE: Fall Clause shall be APPLICABLE (in view of this Rate Contract Tender) as under:

8.1 The price charged for the Goods supplied under the contract by the contractor shall in no event exceed the lowest price at which the contractor sells the Goods Procurement of GOODS or offers to sell Goods of identical description, to any persons/ organizations including the Procuring Entity or any Department or Undertaking of the Central Government, as the case may be during the currency of the contract. Contractor shall forthwith notify such reduction or sale or offer of sale to the Procuring Entity and the price payable under the contract for the Goods supplied after the date of coming into force or such reduction or sale or offer of sale shall stand correspondingly reduced.

8.2 The above stipulation shall, however, not apply to:

- (a)** Exports by the contractor
- (b)** Sale of Goods as original equipment at prices lower than the prices charged for normal replacement
- (c)** Sale of perishable Goods having a limited shelf life, such as drugs that have expiry dates.

8.3 The Supplier / Contractor shall furnish the following certificate to the concerned Accounts Officer with each bill for payment of supplies made against the contract:

"We certify that there has been no reduction in the sale price of the Goods of description identical to the Goods supplied to the Procuring Entity under the contract herein, and such Goods have not been offered/ sold by me / us to any person/ organization including any Ministry / Department / Attached and Subordinate Office/ Public Sector Undertaking of Central or State Government(s) as the case may be upto the date of bill / the date of completion of Contract at a price lower than the price charged under this contract except for the quantity of Goods categories under (a), (b) and (c) of sub-clause (2) above, details of which are as follows:-"

9) All the Bids must be Digitally Signed using "Class 3" digital certificate with Organization'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 Organization's Name" digital certificate, will be rejected.

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

11) Please refer to the Tender Forwarding Letter for Important Points like Applicability Bid Security / Earnest Money Deposit (its value and validity), Performance Security (PBG), Integrity Pact, Land Border Sharing Clause,

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ANNEXURE-IA

Tender No. : SDI4522L24/C6

Tender Date : 21.09.2023

Trade Receivables Discounting System (TReDS), Tax Collectible at Source, Banning Policy of OIL etc.

Special Notes: 1.0 This Tender has been raised for entering into a Rate Contract for a period of Two (02) years for Supply of Standard Gas Cylinder & accessories to perform calibration of Handheld Explosimeters.

2.0 Quantity indicated above are for meeting approximately 2 (Two) years requirement. However, quantity may be increased or decreased depending upon the actual requirement. OIL will be at liberty to buy more or less quantity against each item within the overall value of contract.

3.0 Delivery is to be made on "as & when required" basis. Supply to be made within **90 days (maximum)** from the date of receipt of individual Purchase Orders issued against the Rate Contract.

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 01.04.1999 and hence concessional rate of GST 12% against Indigenous Supplies Certificate (ISC) [formerly known as Essentiality Certificate (EC)] for invoice having material value INR 1.00 Lakh and above will be applicable as per Notification No. 3/2017- Integrated / Central Tax (Rates) dated 28.06.2017 & subsequent Notification No. 08/2022- Integrated Tax (Rates) dated 13.07.2022.

In the event of Rate Contract, if an individual Purchase Order is found to be having Material Value INR 1.00 Lakh or more, then only concessional GST @12% shall be applicable and in such, OIL will apply to the Directorate General of Hydrocarbons (DGH) for issuance of ISC, where concessional rate of GST @12% will be applicable. Supplier shall effect dispatch only on receipt of this certificate from OIL for such individual orders, failing which all related liabilities shall be to Supplier's account.

5.0 Since the cylinders will be in pressurized condition, to ensure compatibility of the cylinders with the regulators, all the items of this tender will be procured from the same source.

6.0 The warranty period of the item should be for a minimum of 18 months from the date of dispatch / shipment or 12 months from the date of receipt.

7.0 Responsibility for replacement of either defective or dissimilar materials of order is to be under the scope of OEM / authorized agent of OEM. Bidder must confirm it.

8.0 Bidder must be either an OEM or OEM authorized dealer / distributor / stockist / channel partner. Bidders other than OEM must provide valid certificate of authorization from OEM at the time of bid submission, otherwise the offer will be rejected. This certificate of authorization should

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be valid for the entire period of execution of Rate Contract.

9.0 In the event of Rate Contract, individual Purchase Order shall be released preferably once an year; however, more than one Purchase Order may also be released based on the requirement of the User Department.

10.0 The item shall be packed and forwarded as per national / international standard to avoid breakage / loss / transit damage / moisture ingress etc.

11.0 The validity of the supplied cylinders shall be minimum six (06) months from date of supply of the cylinders.

12.0 Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.

13.0 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 other payment terms, apart from the above listed payment terms, shall **NOT BE ACCEPTED** by OIL.

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

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