



ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्यम)
Oil India Limited
(A Government of India Enterprise)

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INVITATION TO e-BID UNDER SINGLE STAGE COMPOSITE BID SYSTEM

Tender No. & Date : SGI4092L24 dated 31.07.2023
Tender Fee : Not Applicable
Bidding Type : **SINGLE STAGE COMPOSITE BID SYSTEM**
Bid Closing on : As mentioned in Online E-tender portal
Bid Opening on : As mentioned in Online E-tender portal
Bid Validity : Bid should be valid for **90 days from bid closing date.**
Bid Security/EMD : Not applicable
Performance Guarantee : Applicable @ **10%** of order value.
Integrity Pact : Applicable

OIL INDIA LIMITED invites electronic bids from Indian bidders under SINGLE STAGE COMPOSITE BID SYSTEM through its e-procurement site for the item detailed below –

ITEM NO. MATERIAL CODE	MATERIALS DESCRIPTION	QTY	UNIT
10 85074201	SAE 40 Lube Oil for Heavy Fuel Oil Engines	39,900	L

The general details of tender can be viewed by opening the eRFx [Tender] under RFx and Auctions in the e-portal through Guest Login. The details of tendered items can be found in the Item Data and details uploaded under Technical RFx. The bidding document is available in the Technical RFx -> External Area -> Tender Documents.

STANDARD NOTES:

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, 0374-2807171, 0374-2807192. Email id = erp_mm@oilindia.in.

b) OIL's office timings are as below:

	Time (in IST)
Monday – Friday	07.00 AM to 11.30 AM; 01.00 PM to 03.30 PM
Saturday	07.00 AM to 11.00 AM
Sunday and Holidays	Closed

The tender will be governed by:

1.0 The tender will be governed by "General Terms & Conditions for National Tender (National Competitive Bidding)" for e-Procurement as per Booklet No. MM/LOCAL/E-01/2005(For e-tenders). However, if any of the clauses of the Bid Rejection Criteria / Bid Evaluation Criteria (BEC / BRC) contradicts the clauses in the General Terms & Conditions of the tender and/or elsewhere, those mentioned in the BEC/BRC shall prevail.

2.0 **Delivery and execution of the purchase order for supply of the lube oil will be made in two phases:**

Phase I : Initial lot of 4200 liters will be delivered at PHQ, Narengi, Guwahati

Phase II : Phase II delivery to be made after receipt of OIL's confirmation on successful execution of phase I.

3.0 This Bidding document consists of:

- (i) Annexure AA : Technical Specification
- (ii) Annexure BB : Bid Rejection Criteria/Bid Evaluation Criteria
- (iii) Annexure CC : Commercial Compliance Sheet
- (iv) Annexure DD : Price bid format
- (v) Annexure EE : Undertaking towards submission of authentic information/documents
- (vi) Annexure XX : Undertaking towards a country which shares a land border with India
- (vii) Annexure M : Undertaking By Vendor On Submission Of PBG
- (viii) Annexure XII : Integrity pact

4.0 Bidders without having E-tender Login ID and Password should complete their online registration at least 7(seven) 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>.

5.0 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.

6.0 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 and Small Enterprises (MSE) in the tender is furnished vide Amendment to General Terms and Conditions for Global Tender (MM/GLOBAL/E-01/2005). Bidders are requested to take note of the same and to submit their offers accordingly.

6.1 For availing benefits of Purchase Preference under Public Procurement Policy, the interested MSE Bidders must ensure that they are the manufacturer of tendered item(s) and registered with the appropriate authority for the said item(s). The technical offer of such MSE Bidders must include a valid copy of relevant MSE Certificate issued by appropriate authority specifying the item as per tender. Purchase Preference of 15% (fifteen percent) shall be extended to the eligible MSE Bidder (i.e. Manufacturer of tendered goods for procurement) over non-MSE L1 Bidder and PO shall be awarded for full tender quantity on such MSE bidder, subject to matching their quoted rates/costs with non-MSE L1 Bidder.

6.2 MSEs Units (manufacturers/Service Providers only and not their dealers/distributors) who are already 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 are exempted from payment of Bid Security (EMD) irrespective of their product category & capacity, subject to submission of valid MSME registration certificate issued by appropriate authority.

6.3 Micro or Small Enterprises (MSE) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and 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 mis-represents or attempts to suppress facts in the self-declaration, the bidder shall be liable to penalty as specified under section 27 of the Act.

- 7.0 Purchase Preference (Linked with Local Content) (PP-LC) is not applicable in this tender.
- 8.0 Bidder seeking benefits of MSME and Purchase Preference Policy (Linked with Local Content) shall clearly indicate the same in the tender with proper documents as stipulated in the tender.
- 9.0 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]. **All the Bids must be Digitally Signed using "Class III" digital certificate (e-commerce application) with 'Certificate Type: Organisation Certificate' 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.**
- 10.0 Bidders are requested to go through the '**Vendor User Manual**', '**Guidelines to Bidders for participating in OIL e-tenders**', '**New Instruction to bidders for submission of bid**' and '**Vendor User Manual for e-tendering**' available in the e-portal home page before submitting offer in system.
- 11.0 **Deemed export/Custom Duty benefits are not applicable against this tender and bidders should furnish prices without considering these benefits.**
- 12.0 Please note that all tender forms and supporting documents are to be submitted through OIL's e-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribed with Tender no. and Due date to **The Deputy General Manager - Materials (PL), Oil India Limited (Pipeline Headquarter), P.O. Udayan Vihar, Guwahati -781171 before 13.00 Hrs. IST on the Bid Closing Date** mentioned in the Tender.
- Detailed Catalogue (if any).
 - 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.
- 13.0 Bidders are requested to examine all instructions, forms, terms and specifications in the tender. Failure to furnish all information required as per the tender or submission of offers not substantially responsive to the bid in every respect will be at the bidder's risk and may result in rejection of its offer without seeking any clarifications.
- 14.0 Any deviation(s) from the tender specification should be clearly highlighted specifying justification in support of deviation.
- 15.0 Original Bid Closing Date shall be considered by OIL for evaluation of BRC Criteria in case of any extension of the original bid closing date.
- 16.0 Along with the technical bid, bidders must submit duly filled undertaking as per format provided vide **Annexure EE** as undertaking towards submission of authentic information/documents.
- 17.0 The tender is invited under **SINGLE STAGE-COMPOSITE BID SYSTEM**. The bidder has to submit both the "TECHNO-COMMERCIAL UNPRICED BID" and "PRICED BID" through electronic form in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The "Techno-commercial Unpriced Bid" shall contain all technical and commercial details except the prices which shall be kept blank. Details of prices as per Price Schedule to be uploaded as attachment in the Attachment Tab "Notes and Attachments".

Any offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria mentioned in the tender.

Notes and Attachments

➔ Only price details should be uploaded

Technical attachments

➔ All technical bid documents except price details

Bidders are requested to go through the 'New Vendor Manual', 'Guidelines to Bidders for participating in OIL e-tenders', 'New Instruction to bidders for submission of bid' and 'Vendor User Manual for e-tendering' available in the e-portal home page before submitting offer in system



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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- 18.0 For the 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 & Attachments" (i.e., NO PRICE CONDITION), Bidder 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 the e-tender.

The screenshot shows the 'Create RFX Response' interface. At the top, there are tabs: **Submit**, **Read Only**, **Print Preview**, **Check**, **Technical RFX Response**, and **Close**. Below these, the RFX Response Number is 60038748 and the RFX Owner is BHARALI. The Total Value is 0.00 INR. The form has several sections: **RFX Information** (with sub-tabs: Basic Data, Questions, Technical Attachments), **Items**, and **Notes and Comments**. The **Event Parameters** section includes: **Currency:** Indian Rupee (highlighted with a red box and a callout: 'Bidder to select the currency of the Response'), **Detailed Price Information:** No Price (highlighted with a red box and a callout: '"Total Bid Value" is mandatory in "No Price" RFX'), and **Terms of Payment:** (with a checkbox). The **Total Bid Value:** field is highlighted with a red box and a callout: '"Total Bid Value" considering all the taxes & duties.'

- 19.0 Bidders are requested to examine all instructions, forms, terms and specifications in the tender. Failure to furnish all information required as per the tender or submission of offers not substantially responsive to the bid in every respect will be at the bidder's risk and may result in rejection of its offer without seeking any clarifications.
- 20.0 Bidders must ensure that their bid is uploaded in the system before the tender closing date and time. Also, they must ensure that all documents which are to be submitted in a sealed envelope are also submitted at the address mentioned in note 12.0 above before **13:00 Hrs (IST)** on the bid closing date failing which the offer shall be rejected.
- 21.0 To ascertain the substantial responsiveness of the bid OIL reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer may be summarily rejected.
- 22.0 Arbitration clause for Settlement of commercial disputes between Central Public Sector Enterprises (CPSEs) inter se and CPSE(s) and Government Department(s)/Organizations(s) - Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD).

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)/ Port Trusts inter se 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.

- 23.0 Bidders to note the following Addendum dated 04.12.2020 to the General Terms & Conditions of the tender pertaining to TAX COLLECTED AT SOURCE(TCS) and be guided accordingly while submitting the offers:

Addendum dated 04.12.2020 to the General Terms & Conditions of tender:

New Provisions –

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 stating 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.

- 24.0 **RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA:** It is for information of all Bidders that Office Memorandum No. F.No.6/18/2019-PPD dated 23.07.2020 issued by Public Procurement Division under Department of Expenditure of Ministry of Finance will also be applicable against the 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 Annexure-XX of this tender.
- 25.0 **No press advertisement will be published regarding amendment to Bidding Document or extension of Bid Closing Date. The same will be uploaded in OIL's website and informed to all prospective bidders who have received the bidding documents. Bidders to keep themselves updated.**
- 26.0 The Integrity Pact is applicable against this tender. 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 returned 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. The name of the OIL's Independent External Monitors at present are as under:

(a) **Shri Ram Phal Pawar, IPS (Retd.),**
Former Director, NCRB, MHA
Mobile No.: 8017017878
E-mail id : [rpawar61\[at\]hotmail\[dot\]com](mailto:rpawar61@hotmail.com)
[ramphal\[dot\]pawar\[at\]ips\[dot\]gov\[dot\]in](mailto:ramphal[dot]pawar[at]ips[dot]gov[dot]in)

(b) **Shri Om Prakash Singh, IPS (Retd.),**
Former DGP, Uttar Pradesh
E-mail: [Ops2020\[at\]rediffmail\[dot\]com](mailto:Ops2020[at]rediffmail[dot]com)

(c) **Dr. Tejendra Mohan Bhasin,**
Former Vigilance Commissioner, CVC
E-mail: [tmbhasin\[at\]gmail\[dot\]com](mailto:tmbhasin[at]gmail[dot]com)

Sd-
(Gitasree Sarmah)
SR. MANAGER MATERIALS (PL)
FOR DY. GENERAL MANAGER - MATERIALS (PL)
FOR: EXECUTIVE DIRECTOR (PLS)

ANNEXURE - AA**TECHNICAL SPECIFICATIONS**

<u>ITEM NO.</u> <u>MATERIAL CODE</u>	<u>TECHNICAL SPECIFICATIONS</u>
<p style="text-align: center;">10</p> <hr/> <p style="text-align: center;">85074201</p>	<p>LUBRICANT FOR USE AS CONSUMABLE IN ENGINES, COMPRESSORS, PUMPS, WORKSHOP EQUIPMENT ENGAGED IN DRILLING, PRODUCTION, TRANSPORT AND EXPLORATION OF HYDROCARBON</p> <p>SAE 40 grade Lube Oil for Engines run with Heavy Fuel Oil of any of the following approved make and brands in approximately 210 Litres barrel. Make : HPCL / IOCL Brand : Aurelia TI 4030(HPCL)/ Servo Marine 3040(IOCL) or its equivalent</p> <p>Other equivalent lube oil is acceptable if they are already OEM approved (HVO) for CAT6CM25C Engines and MAN L27/38 Engines (specification 010.000.023-11). Necessary documents of approval must be submitted.</p> <p>Certification/Documentation: As per standard practice for POL item Packing: Approx. 210 Ltrs/Drum.</p>

ANNEXURE - BB**BID REJECTION CRITERIA & BID EVALUATION CRITERIA****I. BID REJECTION CRITERIA (BRC):**

The bids must conform to the specifications, terms and conditions given in the tender document. Bids shall be rejected in case the items offered do not conform to the required minimum/maximum parameters stipulated in the technical specifications and to the respective international/national standards wherever stipulated.

Notwithstanding the general conformity of the bids to the stipulated specifications and terms and conditions, the offer/offers will be considered as non-responsive and is/are liable to be rejected, if the following conditions are not fulfilled:

(A) COMMERCIAL

- 1.0 Bids are invited under **SINGLE STAGE COMPOSITE BID SYSTEM**. Bidders shall quote accordingly.
- 2.0 Bidders must confirm that materials to be supplied shall be new of recent make and of the best quality and shall be guaranteed for a period of 18 months from the date of despatch or 12 months from the date of receipt at site. Defective goods/materials rejected by OIL shall be replaced immediately by the supplier at the supplier's expenses at no extra cost to OIL.
- 3.0 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.
- 4.0 **Validity of the bid shall be minimum 90 days. Bids with lesser validity will be rejected.**
- 5.0 Successful bidder will be required to furnish a Performance Bank Guarantee @10% of the order value. The Performance Security specified above must be valid for 3(three) months beyond the Warranty period indicated in the Purchase Order/contract agreement [*Please refer General Terms & Conditions for National Tenders (National Competitive Bidding), Booklet No. MM/LOCAL/E-01/2005 (For E-tenders)*]. Bidder must confirm the same in their Technical Bid. Offers not complying with this clause will be rejected.
- 6.0 All the Bids must be Digitally Signed using Class III digital certificate (e-commerce application) with '**Certificate Type: Organisation Certificate**' as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. **The bid signed using other than "Class 3" digital certificate, will be rejected.**
- 7.0 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.
- 8.0 Bids containing incorrect statement will be rejected.
- 9.0 No offers should be sent by Telex, Cable, E-mail or Fax. Such offers will not be accepted.
- 10.0 The following point is deemed as "non-negotiable" and offer shall be rejected straightaway without seeking clarification:
 - (a) Validity of bid shorter than the validity called for in the Tender.
 - (b) In case the Party refuses to sign Integrity Pact (if applicable).
- 11.0 Bidder must accept and comply with the following clauses as given in the Bid Document, failing which bid shall be liable for rejection:

- i. Liquidated Damages (*Note: In case of deduction of LD, LD amount will be deducted along with applicable rate of GST*)
- ii. Guarantee of material
- iii. Arbitration / Resolution of Dispute
- iv. Force Majeure
- v. Applicable Laws

12.0 DELIVERY: Offer should be submitted for delivery of materials at the following addresses:

- OIL INDIA LIMITED PUMP STATION - 3
P.O. CHENGELI GAON
DIST - JORHAT, ASSAM, 785010
- OIL INDIA LIMITED PUMP STATION - 4
P.O. JAKHALA BANDHA, DIST - NAGAON, ASSAM
SEKONI, 782136
- Oil India Limited
Pipeline Headquarters, Narangi,
P.O. Udayan Vihar, Guwahati
PIN -781171, Assam
- OIL INDIA LIMITED PUMP STATION - 8
P.O. HAPTIAGACH VIA ISLAMPUR, UTTARDINAJPUR
SONAPUR, WEST BENGAL
733202

13.0 Despatch lot and period:

First lot of 4200 liters to be delivered at Pipeline Headquarters, Narangi, Guwahati within one month of placement of purchase order.

The delivery of the balance quantity to be completed in following lots:.

- i) At PUMP STATION – 3, Jorhat :
Total quantity : 8,400 liter
Lots : In two equal lots.
Second lot to be delivered within six months from the date of delivery of 1st lot. However, there should be a gap of three months between the delivery of two lots.
- ii) At PUMP STATION – 4, Sekoni, Nagaon
Total quantity : 6,300 liter
Lots : In two equal lots.
Second lot to be delivered within six months from the date of delivery of 1st lot . However, there should be a gap of three months between the delivery of two lots.
- iii) At Pipeline Headquarters, Narangi, Guwahati
Total quantity : 4,200 liter
Lots : In single lot.
- iv) At PUMP STATION – 8, Sonapur, West Bengal
Total quantity : 16,800 liter
Lots : In two equal lots.
Second lot to be delivered within six months from the date of delivery of 1st lot. However, there should be a gap of three months between the delivery of two lots.

14.0 Payment term: 100% payment will be made against receipt & acceptance of materials. Bids with other payment terms are liable for rejection.

- 15.0 PRICE SCHEDULE: Bidder shall submit the Price Break up as per Annexure – DD. Bidders should fill up the annexure, sign and upload under “Notes & Attachments” > “Attachments” only.
- 16.0 The bids conforming to the specifications, terms and conditions stipulated in the enquiry and considered to be responsive after subjecting to the Bid Rejection Criteria will be considered for further evaluation.
- 17.0 **To evaluate the inter-se-ranking of the offers, bids shall be evaluated on the basis of total FOR destination value. Therefore, bidder must quote all-inclusive FOR destination value as per the priced bid format.**
- 18.0 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.

ANNEXURE - CC**COMMERCIAL COMPLIANCE SHEET**

The check list must be completed and submitted with the offer. Please ensure that all these points are covered in the offer. These will ensure that the offer is properly evaluated. Please mark 'Yes', 'No' or 'Not Applicable' or specify against the following questions, in the right-hand column.

OFFER REF:			
NAME OF THE BIDDER:			
S/No.	Particulars	Yes/No/Not Applicable	Remarks
1	Whether bid submitted under Single Stage Composite Bid System?		
2	Whether ORIGINAL Bid Bond (not copy of Bid Bond) submitted exactly as per format? If YES, provide details -		
	(a) Amount		
	(b) Name of issuing Bank		
	(c) Validity of Bid Bond		
	(d) Whether Bid Bond is valid till		
3	Whether offered firm prices?		
4	Whether quoted offer validity of 90 days from the date of final bid closing of the tender?		
5	Whether quoted despatch period as per tender?		
6	Whether quoted as per tender (without any deviations)?		
7	Whether quoted any deviation?		
8	Whether deviation separately highlighted?		
9	Whether agreed to the Warranty clause?		
10	Whether Price Bid submitted as per Price Schedule		
11	Whether quoted all the items/qty. of tender?		
12	Whether indicated the country of origin for the items quoted?		
13	Whether technical literature/catalogue enclosed?		
14	Whether confirmed acceptance of tender Payment Terms?		
15	Whether indicated the place from where the goods will be dispatched. To specify:		
16	Whether all-inclusive FOR Destination price is quoted?		
18	Whether weight & volume of items offered indicated?		
20	Whether confirmed to submit PBG as asked for in tender?		
21	Whether agreed to submit PBG within 30 days of placement of order?		
22	Whether indicated import content in the offer?		
23	Whether all applicable Taxes & Duties have been quoted?		
24	Whether all BRC/BEC clauses accepted?		
25	Whether MSME? If yes, whether documents enclosed as per tender?		

ANNEXURE - EE

**FORMAT OF UNDERTAKING BY BIDDERS TOWARDS SUBMISSION
OF AUTHENTIC INFORMATION/DOCUMENTS**

(To be typed on the letter head of the bidder)

Ref. No _____

Date _____

To,

**The Dy. General Manager (Materials)PL
Oil India Limited, Pipeline Headquarters
Narangi, Guwahati**

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your tender No. _____ Dated _____

Sir,

With reference to our quotation no. dated..... 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 – XX

Format for Undertaking by Bidders towards compliance of office memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020
(Public Procurement no. 1) issued by Department of Expenditure, Ministry of Finance, Govt. of India
(To be typed on the letter head of the bidder)

Ref. No. _____

Date _____

Tender No. _____ Dated _____

OIL INDIA LIMITED

.....

.....

Dear Sirs,

“We have read the clause regarding restrictions on procurement from a bidder or a country which shares a land border with India; We certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. We hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where evidence of valid registration by the Competent Authority shall be attached.]”

We also agree that, during any stage of the tender/contract agreement, in case the above information/documents submitted by us are found to be false, Oil India Limited has the right to immediately reject our bid/terminate contract at any stage and carry out further legal action on us in accordance with law.

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)

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

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

1.O Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide office memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020 (order-Public Procurement no.1) has proclaimed the insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 w.e.f. 23rd July, 2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence of India on matters directly or indirectly related thereto including national security. Bidders are requested to take note of the following clauses and submit their offers accordingly wherever applicable.

Bidders must submit duly sealed & signed undertaking as per format provided vide, “Annexure-XX” along with the technical bid.

- I. 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.

Validity of Registration:

In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.

- II. “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.
- III. “Bidder 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.
- IV. The beneficial owner for the purpose of (iii) above will be as under:
 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 per cent 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 shareholders agreements or voting agreements;**
- 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 or entitlement to more than fifteen percent of capital or profits of the partnership.**
- 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 or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;**
- 4. **Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;**
- 5. **In case of 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.**
- V. **An Agent is a person employed to do any act for another, or to represent another in dealings with third person.**
- VI. **The successful bidder shall not be allowed to sub-contract any job related to the procurement (e.g. installation and commissioning, Annual Maintenance Contract etc.) to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.**

ANNEXURE-M

UNDERTAKING BY VENDOR ON SUBMISSION OF PERFORMANCE BANK GUARANTEE

To,
The Oil India Limited
Materials/Contracts Department
Guwahati, Assam

We M/s are submitting the
performance security in favour of Oil India Limited, Guwahati in the form of bank guarantee bearing reference
no. for an amount of INR/USD/EUR valid up
to as per terms and conditions of our Purchase Order/Contract No.
.....

PBG issuing bank details:-

Bank
Branch
IFS Code
Contact Details
E-mail Addresses Mobile
Telephone
Fax
Correspondence Address
H No/Street/City State
Country
Pin Code

Declaration: -

We have arranged to send the confirmation of issuance of the performance bank guarantee via SFMS portal through our bank
using the details mentioned in the contract/purchase order and hereby confirming the correctness of the details mentioned.

Authorised Signature_____

Name_____

Vendor Code_____

Email ID_____

Mobile No_____

Encl: Original performance bank guarantee