



**TENDER NO. SJI4931L21**

**Date: 25.08.2020**

**INVITATION TO e-BID UNDER SINGLE STAGE COMPOSITE BID SYSTEM**

Dear Sirs,

OIL invites Bids for the supply of **½” SS NEEDLE VALVES** through its e-Procurement site under **Local Competitive Bidding (LCB) - Single Stage Composite Bid System**. The bidding documents and other terms and conditions are available at Booklet No. MM-RP-LOCAL- E-01-2005. The prescribed Bid Forms for submission of bids are available in the tender document folder.

The general details of tender can be viewed by opening the RFx [Tender no.] under RFx and Auctions page. The details of items tendered can be found under Item tab and details can be found under Technical RFx.

The tender is invited with firm price for the specified quantity. Further details of tender are given in Rfx Parameters ☐ Technical Attachments as **ANNEXURE IA**. The details of the tender are as under:

- |                              |   |   |
|------------------------------|---|---|
| 1. Type of Tender            | : | <b>Limited Local Competitive Bidding (LCB)</b>  |
| 2. Type of Bidding           | : | <b>SINGLE STAGE COMPOSITE BID SYSTEM</b>  |
| 3. Tender Fee                | : | NIL   |
| 4. Bid Security Amount       | : | <b>INR 0.00 OR USD 0.00</b><br><b>(Or equivalent amount in any currency)</b>  |
| 5. Performance Security      | : | <b>Applicable @10% of Order Value.</b>  |
| 6. Bid Closing /Opening Date | : | 29.09.2020  |
| 7. Bid Validity              | : | Bid should be valid for <b>90 days</b> from bid opening date.   |
| 8. Bid Bond Validity         | : | NA<br>(Bid bond format has been changed. Please submit bid bond as per revised format failing which offer will be rejected) |
| 9. Integrity Pact            | : | Not Applicable  |

**THE TENDER WILL BE GOVERNED BY:**

- “General Terms & Conditions” for e-Procurement as per Booklet No. MM-RP-LOCAL-E-01-2005 for E-procurement (ICB Tenders).
- Technical specifications, Quantity and Notes for the **½” SS NEEDLE VALVES** as per Annexure – IA.
- The items covered by this tender shall be used by Oil India Limited in the PEL/ML areas. Indigenous bidder shall be eligible for Concessional IGST against this purchase.

## **SPECIAL NOTE:**

1.0 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 **GM (C&P), Oil India Limited, Rajasthan Project, 2A, Saraswati Nagar, District Shopping Centre, Basni, Jodhpur-342005, Rajasthan** on or before the Bid Closing Date mentioned in the Tender.

- a) Original Bid Security.
- b) Detailed Catalogue.
- c) Any other document required to be submitted in original as per tender requirement.
- d) Tender Sample, if applicable.

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.

2.0 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.

3.0 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.oil-india.com](http://www.oil-india.com). The bid signed using any other digital certificate or digital certificate without organization name of the bidder, will be liable for rejection.

4.0 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.

5.0 Please ensure that Technical Bid / all technical related documents related to the tender are uploaded in the Technical RFx Response. The "TECHNO-COMMERCIAL UNPRICED BID" shall contain all techno-commercial details except the prices.

6.0 The "PRICE BID" must be strictly as per the price format provided along with the tender documents under **"Condition" tab**.

7.0 Bidder are advised to fill up the Technical bid check list and Response sheet as per given format along with the tender documents.

8.0 Please refer **"E-Tender User Manual"** document for help on system settings and procedure to upload technical and price bids.

- 9.0 Amendments to the NIT after its issue will be published on OIL's website only. Revision, clarification, addendum, corrigendum, time extension etc. to the tender will be hosted on OIL website only. No separate notification shall be issued in the press. Prospective bidders are requested to visit website regularly to keep themselves updated.
- 10.0 Bid must be submitted electronically only through OIL's e-procurement portal. Bid submitted in any other form will be rejected.
- 11.0 Bidders to take special note of the following conditions:
- 11.1 Bidders without having 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>
- 11.2 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.
- 11.3 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 (and amendments issued time to time) 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. In this regard, bidders are requested to take note of the following and to submit their offers accordingly.

a) 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 issued by Ministry of Micro, Small and Medium Enterprises. The existing enterprises registered under EM-Part-II or UAM till 30th June, 2020 shall continue to be valid only for a period up to the 31st day of March, 2021.

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

- i. Udyam Registration No. with Udyam Registration certificate

OR

- ii. Proof of registration with District Industry Centres or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or Udyog Adhar registration or registration with any other body specified by Ministry of MSME.

Note: 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.

- b) For availing benefits under Public Procurement Policy (Purchase preference & EMD exemption), the interested MSE Bidders must ensure that they are the manufacturer/ service provider of tendered item(s) and registered with the appropriate authority for the said item(s). Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant MSE Certificate issued

by appropriate authority specifying the item as per tender.

**11.4 Against Bid Security/EMD/Performance Bank Guarantee – Only payments through online mode or Submission of Bank Guarantee/LC will be acceptable. No DD/Cheques/Cashier Cheque or any other mode will be acceptable.**

12.0 Attention about GST: Please ignore the details given about the taxes, duties & levies in anywhere in Tender documents which is not applicable now after implementation of GST with effect from 01.07.2017. Others all terms and condition remains same. Referred annexure for GST uploaded under Technical bid.

**13.0 FURNISHING FRAUDULENT INFORMATION/ DOCUMENT:** If it is found that a Bidder has furnished fraudulent document/information, the Bid Security/Performance Security shall be forfeited and the party will be debarred for a period of 3 (three) years from date of detection of such fraudulent act, besides the legal action. In case of major and serious fraud, period of debarment may be enhanced. **In this regard, bidders to categorically fill up undertaking as per format provided vide Annexure-X and submit the same along with their bid.**

**14.0** 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 the tender.

**15.0 APPLICABILITY OF BANNING POLICY OF OIL INDIA LIMITED:** Banning Policy dated 6th January, 2017 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.

**16.0** 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 defense 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-B 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.

Yours faithfully,

OIL INDIA LIMITED

Sd/-

(A. D. SINGH)

Manager (C&P)

Rajasthan Fields, Jodhpur,  
Rajasthan

**Tender No. & Date : SJI4931L21 25.08.2020**

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 : 29.09.2020 at 11:00 hrs. (IST)  
Bid Opening On : 29.09.2020 at 15:00 hrs. (IST)

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
<b>10</b> 99065206	<p>"NEEDLE VALVE</p> <p>1.0 SCOPE This specification covers the purchaser's requirements (as a minimum) for design, material of construction, marking, testing and supply of high pressure stainless steel valves.</p> <p>2.0 ITEM DESCRIPTION NEEDLE VALVES</p> <p>Front End Connection Size: ½" NPT (F) Back End Connection Size: ½" NPT (F) Material of Construction: Valve: SS 316 Stem: SS 316 as per ASME SA479 / ASTM A 479/ ASTM A276 Stem Tip: SS 316 as per ASME SA479 / ASTM A 479/ ASTM A276 Handle: Stainless Steel BAR. Cv :1.8 and above</p> <p>3.0 DESIGN AND MANUFACTURE</p> <p>3.1 The valve body should be made out of material conforming to ASTM A182/ ASME SA 182 Gr. SS316. 3.2 Valves shall be rated for at least the operating pressure of 200 Kg/cm2 of Oil and Gas application.</p> <p>4.0 TYPE TEST REPORTS &amp; CERTIFICATES</p> <p>4.1 Third party inspection by agency like ABS/BV/DNV/TUV/CE/GERMANSCHIER LLOYDS conform body should be ASTM A 182 (Forged Steel) SS316. 4.3 ISO 9001:2008 certificate. 4.4 ISO 14001 certificate. 4.5 In house test report conforming Helium Leak Tight Integrity, 1 x 10-6 Std.cc/sec or 1 x 10-6 atm.cc/sec.</p> <p>5.0 MARKINGS, PACKING AND SHIPMENT</p> <p>5.1 Material Test Certificate along with pressure test certificate shall be produced along with shipment. 5.2 Heat code traceability number shall be stamped on each valve. 5.3 All items shall be suitably wrapped and packaged to withstand rough</p>	100	NO

**Tender No. & Date : SJI4931L21****25.08.2020**

Item No./ Mat. Code	Material Description	Quantity	UOM
	<p>handling during shipment and inland journey.</p> <p>5.4 Items shall be properly tagged and packaged separately to facilitate easy identification.</p> <p>5.5 Items shall be wrapped and packaged in such a way that they can be preserved in original as new condition.</p> <p>6.0 GUARANTEE</p> <p>6.1 The manufacturer shall guarantee that the design, materials, manufacturing and testing of valves comply with the requirements of this specification and applicable codes and standards. Manufacturer has to submit and undertaking in this regard in their bid/ offer.</p> <p>Manufacturer shall replace all valves, which are defective or fail during field pressure testing or fail to perform satisfactorily due to inadequate engineering, sub-standard material and workmanship.</p> <p>6.2 The manufacturer shall guarantee the valves against any defect, failure or malfunctioning occurring during 12 months from the date of receipt/commissioning or 18 months from the date of shipment, whichever is earlier."</p>		

**Standard Notes:** 1) The tender is invited under SINGLE STAGE-COMPOSITE BID SYSTEM. The bidder has to submit both the "TECHNO-COMMERCIAL UNPRICED BID" and "PRICED BID" 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" is to be submitted as per Scope of Work & Technical Specification of the tender. Upload the same in the Technical RFx Response-> User -> Technical Bid. Please go through the help document in details before uploading the document and ensure uploading of technical bid in the Technical RFx Response-> User - > Technical Bid only and "PRICED BID" as per the Price Bid format under "CONDITION TAB" tab.

2) All the Bids must be Digitally Signed using "Class 3" digital certificate (e-commerce application) only 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 liable for rejection.

**3) Bid should be valid for minimum 90 days from bid closing date, failing which offer shall be rejected.**

4) Performance Security @10% of order value is applicable against this tender. Please refer clause 10.0 of Section A of General Terms and conditions for Global Tender (MM/RP/ GLOBAL/E-01/2005).

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 Performance Bank Guarantee to OIL's order/contract 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"

5) 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 General Terms and Conditions for Global Tender (MM/RP/ LOCAL /E-01/2005). Bidders are requested to take note of the same and to submit their offers accordingly.

6) 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 will be summarily rejected.

7) 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', 'Accepted' or in any similar fashion is not acceptable.

8) General terms and conditions of Global tender (document MM/RP/ LOCAL/E-01/2005) is enclosed.

9) Price should be maintained as per the price format under " CONDITION" tab only. The price quoted in the as per the price format under " CONDITION" " tab will only be considered.

10) Bidders without having 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>.

11) GST (Goods & Service Tax) will be cost loaded as quoted and in line with provisions of the bidding document. Any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders. For GST clause please refer Annexure-GST.

12) 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.

13) 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 (and amendments issued time to time) 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. In this regard, bidders are requested to take note of the following and to submit their

offers accordingly.

a) 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 issued by Ministry of Micro, Small and Medium Enterprises. The existing enterprises registered under EM-Part-II or UAM till 30th June, 2020 shall continue to be valid only for a period up to the 31st day of March, 2021.

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

i. Udyam Registration No. with Udyam Registration certificate

OR

ii. Proof of registration with District Industry Centres or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or Udyog Adhar registration or registration with any other body specified by Ministry of MSME.

Note: 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.

b) For availing benefits under Public Procurement Policy (Purchase preference & EMD exemption), the interested MSE Bidders must ensure that they are the manufacturer/ service provider of tendered item(s) and registered with the appropriate authority for the said item(s). Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant MSE Certificate issued by appropriate authority specifying the item as per tender.

14) Purchase preference policy (linked with Local Content) (PP-LC): Purchase Preference on Local Content is applicable against this tender. 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) BG CONFIRMATION:

Please 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 to OIL's order/contract 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.

16) Delivery/collection Instructions in cases where transportation is in OIL's scope:

- (i) The suppliers shall be required to deliver the Sundry consignments of weight less than 3 (Three) Tons at the godown/office/collection point of OIL's authorized transporter in various cities.
- (ii) Consignments weighing more than 3(Three) Tons shall be collected from the supplier's premises/loading points by OIL's authorized transporter.
- (iii) The names of OIL's current authorized transporter is: a) M/s Western Carriers (India) Ltd. Bidder's are requested to note the above delivery/collection instructions while submitting their offers.

**Special Notes :** 1) Items are very urgently required. Bidders are requested to quote their best delivery period.

2) The items shall be brand new, unused & of prime quality. The manufacturer shall warrant (in the event of an order) that the product supplied will be free from all defects & fault in material, workmanship & manufacture and shall be in full conformity with ordered specifications. This clause shall be valid for 18 months from date of shipment or 12 months from date of receipt/commissioning, as applicable of the items whichever is earlier. The defective materials, if any, rejected by OIL shall be replaced by the supplier at their own expense. Bidders must confirm the same in their quotations.

3) 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.

4) Price Bid Format and Evaluation Criteria for Indigenous Tenders:

- 1. Basic material Value Including TPI, if any.
- 2. Pre Despatch Inspection charges, If any.
- 3. Packing & Forwarding Charges, if any.
- 4. Total Ex works Value (1+2+3).
- 5. GST on Total Ex-works value.
- 6. Compensatory Cess, If any.

7. Total FOR Despatching Station value (4+5+6).
  8. Freight Charges upto Destination inclusive of GST.
  9. Insurance Charges in % of (7) inclusive of GST.
  10. Training Charges, If any.
  11. GST on Training Charges.
  12. Installation and commissioning Charges, if any.
  13. GST on I&C charges.
  14. AMC Charges, if any.
  15. GST on AMC Charges.
  16. Any other charges, if any with GST.
  17. Total Value (7+8+9+10+11+12+13+14+15+16)
  18. Buy-Back Price, if any, with GST.
  19. Total FOR OIL's Thaiyat-Hamira Stores Value (17-18).
- Comparison of Offers: Comparison will be done on Total value vide SI no 19.

Note: Domestic bidders must quote inland freight charges upto OIL's Thaiyat-Hamira Stores. 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.

**Annexure-B**

Format for Undertaking by Bidders towards compliance of office memorandum  
F. No. 6/18/2019-PPD dated 23<sup>rd</sup> 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 Authorized 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.

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

Ref. No \_\_\_\_\_

Date \_\_\_\_\_

**Sub: Undertaking of authenticity of information/documents submitted**

**Ref:** Your tender No. \_\_\_\_\_ **Dated** \_\_\_\_\_

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

**Sir,**

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

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

## **ANNEXURE - GOODS AND SERVICES TAX**

1. For the purposes of levy and imposition of GST, the expressions shall have the following meanings:
  - (a) GST - means any tax imposed on the supply of goods and/or services under GST Law.
  - (b) Cess – means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017.
  - (c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.
2. The rates quoted by the bidders shall be inclusive of all taxes, duties and levies except GST. However, bidders are required to provide separately the rate and amount of all types of taxes, duties and levies. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference in case the rate of duty/ taxes finally assessed is on the lower side. Further, bidders have to clearly show the amount of GST separately in the Tax Invoices. Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
3. Offers without giving any of the details of the taxes (Including rates and amounts) as specified above will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.
4. Bidders are required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profiteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the bidders should confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the bidders to ensure that the intended benefits of GST have been passed on to OIL.
5. **When Input tax credit is available for Set Off**

Evaluation of L-1 prices shall be done based on Quoted price after deduction of Input Tax Credit (ITC) of GST, if available to OIL. OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders

**When Input tax credit is NOT available for Set Off**

Evaluation of L-1 prices shall be done based on Quoted price only. OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders.

6. Bidders agree to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and /or acceptance or rejection of credit notes / debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by OIL in the customized format shared by OIL in order to enable OIL to update its database etc. that may be necessary to match the invoices on GSTN common portal and enable OIL to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.
7. In case Input Tax Credit of GST is denied or demand is recovered from OIL by the Central / State Authorities on account of any non-compliance by bidders, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify OIL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. OIL, at its discretion, may also withhold/recover such disputed amount from the pending payments of the bidders.



**ANNEXURE - VIII**

**PERFORMANCE SECURITY FORM**

TO,

OIL INDIA LIMITED  
RAJASHTAN PROJECT,  
JODHPUR - 342005  
RAJASTHAN, INDIA

WHEREAS.....  
(Name of the Seller)

(herein after called 'the Seller') has undertaken, in pursuance of Order No.  
.....dated...../...../..... to supply.....  
.....(description of Goods and Services)  
hereinafter called 'the Contract'.

AND WHEREAS it has been stipulated by you in the said Contract that the Seller shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as security for compliance with the Seller's performance obligation in accordance with the Contract.

AND WHEREAS we have agreed to give the Seller a Guarantee :

THEREFORE we hereby affirm that we are Guarantors on responsible to you, on behalf of the seller, upto a total of..... (Amount of the Guarantee in words and figures) and we undertake to pay you, upon first written demand declaring the Seller to be in default under the contract and without cavil or argument and sum or sums within the limits of..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee is valid until the ..... day of ..... ..

**The details of the issuing bank and controlling bank are as under:**

**A.Issuing Bank**

1. Full address of the bank:
2. Email address of the bankers:
3. Mobile nos. of the contact persons:

**B.Controlling Office**

1. Address of the controlling office of the BG issuing banks:
2. Name of the contact persons at the controlling office with their mobile nos. and email address:

**Signature & Seal of the gurantors**

Date .....

.....

Witness

**Tender No.** : SJI4931L21  
**Tender Date** : 25.08.2020  
**Bid Closing On** : 29.09.2020 at 13:00 hrs.(IST)  
**Bid Opening On** : 29.09.2020 at 13:00 hrs.(IST)

**Tender issued to following parties only:**

Slno	V_Code	Vendor Name	City/Country
1	205046	PARKER HANNIFIN INDIA PVT. LTD.	NAVI MUMBAI
2	210818	BOMBAY FLUID SYSTEM COMPONENTS PVT.	VADODARA
3	210819	PETROMAT OIL & GAS EQUIPMENT PVT. L	MUMBAI
4	212598	AG ASSOCIATES	VADODARA
5	212602	SUPER TECHNICAL(INDIA) PVT. LTD	MUMBAI
6	214137	REYNOLD AUTOMATION	VADODARA