

Tender No. : SKI5525L21/05
 Tender Date : 28.10.2020
 Bid Closing On : 01.12.2020 at 11:00 hrs.(IST)
 Bid Opening On : 01.12.2020 at 14:00 hrs.(IST)

Tender issued to following parties only:

SIno	V_Code	Vendor Name	City/Country
1	200046	Parveen Industries Pvt Ltd.	DELHI
2	200052	SARA SAE PVT LTD	DEHRADUN
3	200449	CHANDA & CO. (ENGG) PVT LTD	KOLKATA
4	201040	R. P. ENGG (P) LTD	HOWRAH
5	202928	WESTON ENGINEERS	HOWRAH
6	203237	UDYOG CORPORATION	KOLKATA
7	207512	WINDLASS ENGINEERS & SERVICES PVT LTD	DEHRADUN
8	208844	SWAN ENGINEERS PVT. LTD	VADODARA
9	210704	OMEGA CORPORATION	NAGPUR
10	212795	SHAKTI FORGE INDUSTRIES PVT LTD.	RAJKOT



OIL INDIA LIMITED
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Kolkata -700001

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FORWARDING LETTER

Tender No & Date	:SKI 5525L21/05
Tender Fee	: NIL
Bid Security Amount	:NIL
Bidding Type	: LIMITED TENDER COMPOSITE BID
Bid Closing on	: 01.12.2020 at 11:00 hrs. (IST)
Bid Opening on	: 01.12.2020 at 14:00 hrs. (IST)
Performance Guarantee	: Applicable
Integrity Pact	: Not Applicable
Delivery Required	: At DULIAJAN, ASSAM

OIL invites Bids for **Supply of Flanges** 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/CALCUTTA/E-01/2016. 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. Resetting of Passwords, submission of online bids etc, vendors should contact OIL's ERP-MM Department at following: Tel. No.s = 0374-2807178, 0374-2807171 , 0374-2807192. Email- id = erp_mm@oilindia.in.**
- b) "General Terms & Conditions" for e-Procurement as per Booklet NO. MM/CALCUTTA/E-01/2016 for E-procurement (LCB Tenders).**
- c) Technical specifications with Quantity and Price bid format as per ANNEXURE I and ANNEXURE II (A) respectively.**
- d) The prescribed Bid Forms for submission of bids are available in the Technical RFx -> External Area -> Tender Documents.**
- e) Bidder are advised to fill up the Undertaking of authenticity of information/documents submitted (Annexure- K), commercial bid check list (Annexure EEE) , Response sheet (Annexure FFF) given in this bidding document uploaded in Technical RFx -> External Area -> Tender Documents. The above filled up documents to be uploaded in the Technical RFX Response.**
- f) 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. Bidders are requested to visit website regularly to keep themselves updated.**
- g) 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).

Special Note:

1.0 Being Limited tender the tender documents have already been issued to you. You are requested to quote for the tender using the USER_ID and PASSWORD already available with you. No physical tender documents will be provided. Details of NIT can be viewed 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) MSE 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 eligible for benefits as per Public Procurement Policy for Micro and Small Enterprise (MSEs). Bidders should include a valid copy of relevant MSE certificate issued by appropriate authority specifying the item as per tender, along with their offers.

(b) 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).

(c) Categorisation and various Criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 issued by MINISTRY OF MICRO, SMALL AND MEDIUM 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 the following documents for availing the benefits applicable to MSEs:

i. Udyam Registration Number with Udyam Registration Certificate.

OR

ii. Proof of registration 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 UdyogAdhar 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 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.

3.0 The tender is invited under SINGLE STAGE-COMPOSITE BID SYSTEM. The bidders are required to submit both the "TECHNO-COMMERCIAL UNPRICED BID" and "PRICED BID" through electronic format in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The Techno-commercial Unpriced bid is to be submitted as per scope of works and Technical specification of the tender and the priced bid as per the online Commercial bid format. For details of submission procedure, please refer

relevant para of General Terms and Conditions vide MM/CALCUTTA/E-01/2016 for EProcurement of Indigenous Tenders. Any offer not complying with the above shall be rejected straightway.

4.0 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".

5.0 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.

6.0 To participate in OIL's E-procurement tender, bidders should have a legally valid Digital Signature Certificate as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). The digital signature should be of Class 3 digital certificate alongwith encryption certificate for the designated individual with organization name. Please also refer "**Guideline to Bidder for participating in OIL**". All the Bids must be Digitally Signed.

7.0 Bidders must ensure that their bid is uploaded in the system before the tender closing date and time.

8.0 Bid must be submitted electronically only through OIL's e-procurement portal. Bid submitted in any other form will be rejected.

9.0 To ascertain the substantial responsiveness of the bid OIL reserves the right to ask the bidder for clarification.

10.0 Please do refer the User Manual provided on the portal on the procedure "How to create Response" for submitting offer.

11.0 While submitting the offers bidders are requested to refer to the enclosed **Annexure – IIA (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 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.

14.0 In order to bid for OIL e-tenders all the vendors are required to obtain a legally valid Digital Certificate Class III [Organization] along with encryption certificate as per Indian IT act from the licensed certifying authorities(CA) operating under the root certifying Authority of India (RCAI), controller of certifying authorities (CCA) of India. Digital Signature Certificate comes in a pair of Signing/Verification and Encryption /decryption certificate. Bidder should have both the Signing/Verification and Encryption /decryption certificate for signing and Encryption, decryption

purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.

Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder change his Digital Signature Certificate then old certificate (used for encryption) is required in order to decrypt his encrypted response for getting the edit mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LIMITED is not responsible.

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

16.0 In addition to the existing clause of accepting Bid Security and Performance Security in the form of Bank Guarantee in Para No. 8.2 and 9.3 in the "General Terms & Conditions" for e-Procurement as per Booklet No. MM/CALCUTTA/E-01/2016 for E-procurement (LCB Tenders) to include the below mention point as well:

"#Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non - Scheduled Bank of India shall not be acceptable."

17. "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 e-tender."

18.0 **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-seranking 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.

19.

Please do refer "**NEW INSTRUCTION TO BIDDER FOR SUBMISSION**" for the above two points and also please refer "**New Vendor Manual (effective 12.04.2017)**" available in the login Page of the

**OIL'sE-tender
Portal.**



**Oil India Limited e-Procurement**

User ID *

Password *

Guest User

Log on

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](#)

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[Click for Terms of use, Privacy Policy, Refund Policy Docs](#)

Click here for
the New
Manual &

Yours Faithfully,
Sd-
(Ratandeep Gogoi)
Manager Materials (P)
For CGM-Kolkata Office

**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 Chief General Manager-Kolkata Office
Oil India Limited
Kolkata

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)

COMMERCIAL CHECKLIST*(To be filled up and submitted along with the bid)*

<u>Tender no.</u>	
<u>Bidder's name</u>	

SL. NO.	BEC / TENDER REQUIREMENTS	COMPLIANCE BY BIDDER	
		Indicate 'Confirmed'/'Not Confirmed' /Not applicable	Indicate Corresponding page ref. of unpriced bid or Comments
1	Confirm that validity has been offered as per NIT.		
2	Confirm that you shall submit Performance security as per NIT (in the event of placement of order)		
3	Confirm that duly signed Integrity Pact has been submitted as per NIT (wherever applicable)		
4	Confirm that the offers and all attached documents are digitally signed using Class 3# digital certificate (e-commerce application) in Organization Name as per NIT		
5	Confirm that you have not taken any exception/deviations to the NIT.		
6	Confirm that the product offered strictly conform to the technical specifications.		
7	Confirm that the prices offered are firm. <i>(Conditional offer shall be liable for rejection.)</i>		
8	Confirm that you have submitted undertaking of authenticity of information/documents as per annexure-K		

NOTE: Please fill up the greyed cells only.

Bidders Response Sheet- Annexure FFF

No.	Tender No.	
	Bidders Name	
Sl	Description	Remarks
1	Place of Despatch	
2	Whether Freight charges have been included in your quoted prices	
3	Whether Transit Insurance charges have been included in your quoted prices	
4	Make of quoted Product	
5	Offered Validity of Bid as per NIT	
6	Bid Security Submitted (if applicable)	
7	Whether you shall submit Performance Security in the event of placement of order on you	
8	Integrity Pact Submitted (if applicable)	
9	Delivery period in weeks from placement of order	
10	Complied to Payment terms of NIT (if applicable) otherwise to Standard Payment Terms of OIL or not.	
11	If bidder is MSE whether you have quoted your own product	
12	If bidder is Small scale unit , whether you are owned by SC/ST entrepreneur.	

NOTE: Please fill up the greyed cells only.

ANNEXURE-I

Tender No. : SKI5525L21/05
Tender Date : 28.10.2020

Item No./ Mat. Code	Material Description	Quantity	UOM
10 09150522	FLANGES FLANGE, FORGED CARBON STEEL, RF, 150 CLASS, THREAD : NPT DIM.: ANSI B16.5, MATERIAL : ASTM A-105. SCOPE OF INSPECTION - B Size : 200 mm (8")	150	NO
20 09196314	FLANGE, FORGED CARBON STEEL, RTJ, 900 CLASS, THREAD : API LP, DIM. : ANSI B16.5, MATERIAL : ASTM A105. SCOPE OF INSPECTION - B Size : 100 mm (4")	400	NO

Special Notes : 1. Materials must be inspected and certified by any one of the OIL authorized third party inspection agencies viz. M/s. BV / IRCLASS Systems and Solution Private Limited / Lloyds / RITES / DNV / Tubescope Vetco prior to despatch. Bidders must quote the inspection charges separately in % (percentage) in the offer for evaluation of offer, failing which it shall be construed that the quoted rates are inclusive of 3rd party inspection charges.

When a bidder mentions third party inspection charges as extra without specifying the amount, the offer will be loaded with maximum value towards third party inspection charges quoted against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading and in the event of order on that bidder, third party inspection charges mentioned by OIL on the Purchase Order will be binding on the bidder. Please also quote minimum TPI charges in case of part order or the same will be calculated on pro-rata basis.

2. Scope of TPI as per Annexure - B enclosed.

3. Performance Guarantee is applicable against this tender. 10% of the ordered value shall be given as performance guarantee in the form of bank guarantee and shall be valid for 90 days beyond applicable warranty / guarantee / defect liability period (if any). Bidders should undertake in their bid to submit Performance Security as stated above.

A. Bidders should 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.

The above message / intimation shall be sent through SFMS by the BG issuing bank branch to HDFC Bank, Duliajan Branch, IFSC Code - HDFC0002118. Branch Address - Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dist.- Dibrugarh, Assam, PIN - 786602."

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

4. 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.

5. Validity of the bid shall be minimum 90 days from the Bid Closing Date. Bids with lesser

ANNEXURE-I

Tender No. : SKI5525L21/05
Tender Date : 28.10.2020

validity will be rejected.

6. No offers should be sent by Telex, Cable, E-mail or Fax. Such offers will not be accepted.

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

8. All the Bids must be Digitally Signed using "Class 3" digital certificate with Organisation's name (e-commerce application) as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities(CCA) of India. The bid signed using other than "Class 3 with Organisation's Name" digital certificate, will be rejected.

9. Guarantee / Warranty certificate for 18 months from date of despatch or 12 months from the date of receipt whichever is earlier will be required along with the supply.

10. Bidder are advised to fill up the Undertaking of authenticity of information/documents submitted (Annexure - K) along with their technical bid.

11. PAYMENT TERMS:

11.1 Payment will generally be made against completed supply. Where phased delivery is indicated in the order, payment will be made against each lot as per phasing.

11.2 In certain cases, payment to the extent of 90% maximum of the value of the supply will be made against proof of dispatch presented through Bank or to OIL directly. Balance 10% of the value will be released not later than 30 days of receipt of goods at OIL's site. Adjustments, if any, towards liquidated damage shall be made from the balance 10% payment. OIL may consider releasing 100% payment against dispatch documents for suppliers having good track record with OIL and where 10% Performance Security is submitted in time and no installation/commissioning is involved.

12. Bidders are advised to submit their prices & other relevant details in attached price bid format (Annexure - IIA).

13. Delivery : Delivery is required at Duliajan, Dist : Dibrugarh , Assam. Bidders are advised to quote their best delivery period.

14. CLAUSES RELATED TO GST

(A) Taxes:

i. 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.

ii. The rates quoted by the bidders shall be inclusive of all taxes, duties and levies. 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 and levies subsequently

ANNEXURE-I**Tender No. : SKI5525L21/05****Tender Date : 28.10.2020**

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 the 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.

iii. 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 and 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.

iv. Bidder is 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 bidder must confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and must also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the bidder to ensure that the intended benefits of GST have been passed on to OIL.

v. Statutory variation (increase/decrease) of GST within the contractual delivery period will be to the account of OIL subject to documentary evidence. However, any increase in statutory levy after the expiry of the scheduled date of delivery shall be to the supplier's account.

vi. Bidder agrees to do all things but 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 also for claiming input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.

vii. In case Input Tax Credit of GST is denied to OIL or demand is recovered from OIL by the Central / State Authorities on account of any non-compliance by Bidder/Supplier, including non-payment of GST charged and recovered, the Bidder/Supplier shall indemnify OIL in respect of all such 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 an amount demanded and recovered by the authorities/ state authorities from the pending payments of the Bidder/Supplier.

viii. GST liability, if any on account of supply of free samples against any tender/purchase order (wherever applicable) shall be to bidder's/ supplier's account.

ix. Bidders should submit their bids incorporating the following details:

(i) GST Registration Details of Supplier:.....

(ii) Item-wise HSN Code:.....

(iii) Applicable Rate of GST:.....

ANNEXURE-I

Tender No. : SKI5525L21/05

Tender Date : 28.10.2020

Also please note that OIL-Duliajan's Provisional GSTIN as: 18AAACO2352C1ZW.