

OIL INDIA LIMITED
(A Govt. of India Enterprise)
P.O. Duliajan-786602, Assam
Fax No. 91-374-2800533, E-mail:material@oilindia.in

Tender No. & Date : SSG3519L24/L2 18.05.2023

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 : 29.05.2023 at 11:00 hrs. (IST)
Bid Opening On : 29.05.2023 at 14:00 hrs. (IST)

Performance Guarantee : Not Applicable

OIL INDIA LIMITED invites Limited tenders for items detailed below:

Item No./ Mat. Code	Material Description	Quantity	UOM
30 07035122	SPARES FOR NATIONAL TYPE 12-P-160 TRIPLEX POWER SLUSH PUMP, SIZE : 7.1/2" X 12" COMPLETE FLUID END SPARES Liner, 7.1/4", Bimetallic, with packing, consisting of liner shell & liner sleeve, centrifugally cast, alloy steel for shell & high chromium alloy for sleeve. Uniform and constant hardness RC61 to RC65 on sleeve and upto RC38 on shell sleeve is shrunk fitted, shell & sleeve honed to super high surface finish. (Sketch No. OIL/2053) Part No. K-4497 of KHALSA OIL FIELD EQUIPMENTS (P) LTD Part No. L-4497, S17244-72	120	NO
40 07651382	SPARES FOR TRW MISSION CENTRIFUGAL PUMPS SIZE : 8 X 6 X 14 Packing Set, Pump Size : 8 x 6, (All the items should be in one box) Part No. 08264-24-1A (MAGNUM MISSION) Part No. 25014-04MB of NATIONAL OILWELL Part No. 661007005 Part No. K661007005 of KHALSA OIL FIELD EQUIPMENTS (P) LTD Part No. RRP-MMCF-005 of RUBBER REGENERATING & PROCESSING CO Part No. TMA005	250	SET

Note description for item no./nos. : 30

Standard Notes: 1.0 CATEGORY OF VENDOR:

The bid should be from Original Equipment manufacturer (OEM). However, the bid(s) from authorised distributor(s) / authorised dealer(s) / authorised supply house(s) can also be

considered, provided such bid(s) is/are accompanied with back-up authority letter (valid at the time of bidding) from the manufacturer authorising them to market their product(s).

The bidder has to explicitly indicate their category (as applicable) pertaining to tendered item(s) in their offer/quotation as listed below:

- (i) Manufacturer of tendered item(s)
- (ii) Authorised Distributor of OEM
- (iii) Authorised Dealer of OEM
- (iv) Authorised supply houses of OEM

If the bidder(s) is/are non-manufacturer of tendered item(s), then quotation(s)/bid(s) must be accompanied by back-up authority letter (valid at the time of bidding) from the manufacturer. OIL INDIA LIMITED reserves the right to reject bid(s) / offer(s) without back up authority letter on exclusive basis from manufacturer.

2.0 The items covered by this enquiry shall be used by Oil India Limited in the PEL/ML areas which are issued/renewed after 01/04/99 and hence Nil Customs Duty against Material value of INR 1.00 Lakh and above & concessional IGST during import will be applicable. Indigenous bidder shall be eligible for concessional rate of GST (for invoice valuing INR 1.00 Lakh and above) against Essentiality Certificate wherever applicable, as per **Notification No. 08/2022-Integrated Tax (Rate) dated 13th July 2022**. However, Indian bidders are requested to quote actual rate of GST with HSN Code.

3.0 Bidders are required to quote with minimum **validity of 90 days** from the Bid Closing Date as per NIT requirement. BIDS with lesser validity shall be rejected.

4.0 Delivery requirement: In 2 lots, as under:

- (i) **Item no. 30 (Mat Code 07035122)- 40 Nos. in the 1st lot & 80 Nos. in the 2nd lot.**
- (ii) **Item no. 40 (mat code 07651382)- 100 Set in the 1st lot and 150 Set in the 2nd lot.**

Bidders are required to quote best delivery period for each lot.

5.0 Bidders have to indicate the minimum **FOB / FCA charges** in case of partial order for reduced quantity/items. In case this is not indicated specifically, the charges quoted would be prorated calculated and the same will be binding on the bidder.

6.0 Bidders are required to mention the **weight** of each item individually. QUOTATION must be submitted in TRIPLICATE with original company catalogues as well as necessary certificates.

7.0 Please mention clearly in your quotation the Net. Weight, Gross Weight & Volume, Indian Agent's Name and its Commission, Payment Terms, Ocean Freight/Air Freight Charges, Port of Loading, Delivery period, Country of origin with manufacturer's name, etc.

8.0 Bidders to take note of clause no.10.1.3 which has been added in Section-C, special terms & conditions for Indian bidders of General Terms and Conditions for Global Tender (MM/ GLOBAL/01/2005-July2012) regarding transportation of materials.

9.0 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 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**

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.

10.0 For availing benefits under Public Procurement Policy (Purchase preference), the interested MSE Bidders must ensure that they are the manufacturers of tendered item(s) and registered with the appropriate authority (as mentioned above) 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. Therefore, it is in the interest of such MSE Vendors to furnish a copy of complete certificate to the concerned tender handling officer of OIL at least seven (7) days prior to the scheduled Bid Closing Date of the tender; seeking clarification/ confirmation as to whether their registered item is eligible for EMD exemption or not. Late communications in this regard and request for bid closing date extension on that plea shall not be entertained by Company.

11.0 Financing of trade receivables of Micro and Small Enterprises (MSEs) through Trade Receivables Discounting System (**TReDS**) platform. Based on the initiatives of Government of India to help MSFI vendors get immediate access to liquid fund based on Buyers credit rating by discounting, OIL, has registered itself on TReDS platform with M/s RXIL and M/s A TREDS Ltd. (invoice Mart). MSE vendors can avail this benefit by registering themselves with any of the exchanges providing e-discounting / electronic factoring services on TReDS platform and following the procedures defined therein, provided OIL is also participating in such TReDS platform as a Buyer.

(i) MSE Vendor should be aware that all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor.

(ii) MSE Vendor hereby agrees to indemnify, hold harmless and keep OIL and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TReDS platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.

(iii) OIL shall not be liable for any special, indirect, punitive, incidental, or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.

Note:

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

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

12.0 OIL reserves the right to **convert the order from FOB Port of export to C&F Kolkata** term considering the ocean freight quoted by the bidder in their offer. In case the order is converted to C&F Kolkata port, the Performance Security amount, if applicable, shall also be enhanced considering the quoted ocean freight charges.

13.0 Bidder should confirm in their quotation that in case of C&F order, their nominated freight forwarder should provide Delivery Order under Single window facility having office of local agent

in India at Kolkata and offer 14 days free detention time of container(s) at discharging port.

14.0 All foreign bidder(s) should note that a new clause on shipment of the goods by sea from port of export to the Indian port (i.e. Kolkata port unless otherwise specified) has been included in the tender through an addendum to "General Terms and Conditions for Global Tender" (MM/GLOBAL/01/2005). The addendum is also available in OIL's Website (www.oil-india.com). Bidder(s) is/are requested to take note of the same and to submit their offer(s) accordingly.

15.0 This Tender is governed by the General Terms & Conditions for Global Tenders (MM/GLOBAL/01/2005)" and its subsequent amendments which are uploaded in OIL Website (<https://www.oil-india.com/>). Bidders to note the changes made to "The General Terms & Conditions for Global Tenders (MM/GLOBAL/01/2005)" and to submit their offers complying with the same.

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 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.

17.0 APPLICABILITY OF BANNING POLICY OF OIL INDIA LIMITED: "Banning Policy dated 17th March, 2023 as uploaded in OIL's website (www.oilindia.in) in line the provisions of Office Memorandum no. F.1/20/2018-PPD dated 02.11.2021 issued by Department of Expenditure, Ministry of Finance, Govt of India 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.

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."

At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the tender Documents through issuance of Corrigendum(s)/Addendum(s). Bidders are expected to take the Corrigendum(s)/ Addendum(s) into account in preparation and submission of their bid. No separate intimation for Corrigendum(s)/Addendum(s) published by OIL shall be sent to the Bidders.

18.0 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.

However, along with the technical bid, bidders must submit duly filled undertaking as per format provided vide, **"Annexure-K"** as undertaking towards submission of authentic information/documentation as per the format provided in Tender Special Note.

19.0 In case of imported items, the bidder/seller confirms that the bidder/Seller shall submit "Certificate Of Origin" issued only by "Chamber of Commerce" along with the shipping documents.

20.0 Note to Foreign bidders: In accordance with Income Tax Act, 1961 Foreign bidders shall undertake in their Technical bid that in the event of placement of order on them, they shall submit below documents within 15 days from the date of issue of Purchase order. The documents are required to be furnished by OIL to Income Tax Department for complying with the requirements for making remittances to non-residents as per Income Tax Act, 1961 (as amended from time to time):

- (a) Tax residency certificate (Current) from the Government /Tax Department of the country of residence;
- (b) Form 10F as per Rule 21 AB of the Indian Income Tax Rules, 1962;
- (c) No Permanent Establishment in India Declaration

2. Payment to Foreign supplier shall be released only after receipt of the above documents. Any delay in submission of Tax Residency Certificate (TRC), Form No. 10 F and No Permanent Establishment in India Declaration within specified time may lead to the Income Tax Department directing OIL to deduct tax at a higher rate than at which it may otherwise have directed. Such increased tax liability shall be recovered from the Foreign Supplier.

3. However, in the cases of pure supply of goods (other than the cases of procurement of software or any other intellectual property). the following modalities will be adopted:

a. If there exists a DT AA between India and the country of tax residency of the supplier: Since the above amendment in Section 9(1) would not have any bearing on DTAA provisions, the receipts of the supplier may continue to be treated as non-taxable under DTAA subject to fulfilment of following conditions:

- (i) Remittances are to be made exclusively for supply of goods and no service of any kind is to be rendered by the non-resident whether in or outside India.
 - (ii) Risk and title to the goods passes from the non-resident supplier to OIL outside India.
 - (iii) Payment would be received by the non-resident supplier outside India; and
 - (iv) The non-resident, at its option, furnishes copy of a valid Tax Residency Certificate (TRC), Form 10F and confirms that it does not have a Permanent Establishment (PE) in India in terms of the applicable Double Taxation Avoidance Agreement (DTAA)
- OR

A nil Tax Deduction Certificate from the Income Tax Authority of India with requisite jurisdiction.

b. If the non-resident supplier obtains a certificate u/s. 197/195(3_-) TDS need to be deducted as per the directions contained in such certificate.

c. In any other case- (i.e. where there is no DTAA) and supply involves pure supply of goods and payment exceeds Rs. 2 Crore as per amendment u/s 9(1): The non-resident shall be deemed to constitute Business connection in India and in such a situation TDS has to be made based on a 197 /195(3)/195(2) certificate issued by the Income Tax Authorities in India in order to avoid any future litigation."

20.1 Note to Indian bidders

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 (1H) 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 2021-22 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 (1H) of income tax Act, 1961.

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

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

Special Notes : 1.0 Annexure-K

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)

2.0 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.

Date:

Tender No. : SSG3519L24/L2
Tender Date : 18.05.2023
Bid Closing On : 29.05.2023 at 11:00 hrs.(IST)
Bid Opening On : 29.05.2023 at 14:00 hrs.(IST)

Tender issued to following parties only:

Sln0	V_Code	Vendor Name	City/Country
1	101462	NATIONAL OILWELL VARCO	TULSA, OK
2	102058	NATIONAL OILWELL VARCO L.P. RIG	HOUSTON
3	102911	NOV RIG SOLUTIONS PTE. LTD.	SINGAPORE
4	200034	LAXMI UDYOG OIL FIELD EQUIPMENTS PV	JODHPUR
5	200072	BHARAT PUMPS AND COMPRESSORS LTD.	ALLAHABAD
6	202176	RUBBER REGENERATING & PROCESSING CO	KOLKATA
7	202723	KHALSA OIL FIELD EQUIPMENTS (P) LTD	DEHRADUN
8	206018	SUDARSHAN ELASTOMER PVT. LTD.	SURAT
9	212546	MACH 1 MACHINERY & ENGINEERING PVT.	Pune