



**ऑयल इंडिया लिमिटेड**  
(भारत सरकार का उद्योग) पंजीकृत कार्यालय: दुर्गापुर, असम  
**Oil India Limited**  
(A Government of India Enterprise) Registered Office: Durgapur, Assam

**KG Basin Project**

#Door No.11-4-7,  
Nookalamma Temple Street,  
Ramaraopeta  
KAKINADA-533004 A.P.  
Phone (O) 0884-2302176  
FAX: 91-884-2352383  
Email: kgbasin@oilindia.in

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**FORWARDING LETTER**

OIL INDIA LIMITED, KG Basin Project, Kakinada (OIL) a premier Public Sector Enterprise of Govt. of India engaged in drilling and exploration activities for hydrocarbon invites ON-LINE BIDS from experienced and established indigenous supplier meeting the requisite criteria for supply of following items under **SINGLE STAGE COMPOSITE BID System** through its e-Procurement site: <https://etender.srm.oilindia.in/irj/portal>

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<b>Material Description</b>	<b>: 15K Surface Fittings (Detailed specifications and quantity as per Annexure-I)</b>
<b>Tender No.</b>	<b>: SEI5834P18 dated 21.09.2017</b>
<b>Tender Fee</b>	<b>: Rs. 1,000.00</b> (Tender fee should be paid only through the payment gateway available on OIL's e-Tender Portal. No other mode of payment shall be accepted)
<b>Sale of Tender Documents</b>	<b>: Within working hours from 29.09.2017 to 20.10.2017.</b>
<b>Bidding Type</b>	<b>: SINGLE STAGE COMPOSITE BID SYSTEM</b>
<b>Bid Closing/Opening Date and Time</b>	<b>: As mentioned in the e-portal</b>
<b>Bid Security Amount</b>	<b>: Rs. 57,300.00</b>
<b>Performance Security</b>	<b>: Applicable</b>
<b>Integrity Pact</b>	<b>: Not Applicable</b>

**"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 during import will be applicable. However, concessional rate of GST @5% against Essentiality Certificate for invoice value 10 Lakh and above will be applicable.**

**In the event of order, OIL will issue Project Authority Certificate (PAC), where import content is declared by the bidder for availing Custom Duty benefit on the import content. Supplier shall affect dispatch only on receipt of these certificates from OIL, failing which all related liabilities shall be to Supplier's account".**

**The tender will be governed by:**

- a) For technical support on various matters viz. Online registration of vendors, Resetting of Passwords, submission of online bids etc, vendors should contact OIL's ERP MM Deptt at following: Tel Nos = **0374-2807178** , 0374-2807171 , 0374-2807192 ,. Email id = [erp\\_mm@oilindia.in](mailto:erp_mm@oilindia.in).
- b) Technical specifications and Quantity as per **Annexure – I**.
- c) 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.
- d) 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 Notes:**

1.0 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 changes 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 LTD is not responsible.

**2.0 Vendors having OIL's User ID & password to pay Tender Fee on-line through OIL's electronic Payment Gateway upto one week prior to the Bid closing date (or as amended in e-portal).**

Vendors who do not have OIL's User ID & password, may generate User ID & password online by the Vendor by using the link for supplier enlistment given in OIL's e-tender portal and then pay Tender Fee on-line through OIL's electronic Payment Gateway upto one week prior to the Bid closing date (or as amended in e-portal).

No physical tender documents will be provided. Details of NIT can be viewed using "Guest Login" provided in the e-Procurement portal. The link to e-Procurement portal has been also provided through OIL's web site [www.oil-india.com](http://www.oil-india.com).

**NOTE:**

In case of MSE/PSUs/ Govt. Bodies / eligible institutions etc., they shall apply to ED(KGB & BEP), Oil India Limited, D. No.11-4-7, Nookalamma Temple Street, Ramarao Peta, Kakinada- 533004, Andhra Pradesh through email at [kgbasin@oilindia.in](mailto:kgbasin@oilindia.in) for waiver of Tender Fee upto one week prior to the Bid closing date (or as amended in e-portal).

**3.0** The tender is invited under SINGLE STAGE-COMPOSITE BID SYSTEM. The bidders shall have to submit both the "TECHNO-COMMERCIAL" and "PRICED" bids through electronic form in the OIL's e-Procurement portal within the techno-commercial Bid Closing Date and Time stipulated in the e-Tender. Please ensure that the Techno-commercial Bid should be as per Technical Specifications along with all technical related documents related to the tender and the same is to be uploaded in the **RFx Information-> Technical Attachments**. The "TECHNO-COMMERCIAL BID" shall contain all techno-commercial details. Details of prices as per Bid format/priced bid can be uploaded as Attachment in the attachment link under "Notes and Attachments".

The Price Bid rates to be quoted as specified in the "PRICE BID FORMAT" attached just below the "Tendering text" in the attachment option under "Notes & Attachments" of OIL's e-Tender portal. The price quoted in the "PRICE BID FORMAT" will only be considered for evaluation.

Please do refer "**NEW INSTRUCTION TO BIDDER FOR SUBMISSION**" for the above points and also please refer "**New Vendor Manual (effective 12.04.2017)**" available in the login Page of the OIL's E-tender Portal.

**4.0** 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 ED(KGB & BEP), Oil India Limited, D. No.11-4-7, Nookalamma Temple Street, Ramarao Peta, Kakinada- 533004, Andhra Pradesh on or before the Bid Closing Date and Time mentioned in the Tender.

- a) **Original Bid Security**
- b) **Detailed Catalogue (if any)**
- c) **Any other document required to be submitted in original as per tender requirement**

All documents submitted in physical form should be signed on all pages by the authorized signatory of the bidder and to be submitted in Duplicate.

**5.0 Benefits to Micro & Small Enterprises (MSEs) as per OIL's Public Procurement Policy for Micro and Small Enterprises (MSEs) shall be given. Bidders are requested to go through Annexure – IA for more details. MSE bidders are exempted from submission of Tender Fees and Bid Security/Earnest Money provided they are registered for the items they intend to quote.**

6.0 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.

7.0 Bidders must ensure that their bid is uploaded in the system before the tender closing date and time. Also, they must ensure that above documents which are to be submitted in a sealed envelope are also submitted at the above mentioned address before the bid closing date and time failing which the offer shall be rejected.

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

10.0 If Bank Guarantee is submitted towards 'Bid Security', then bidders have to ensure that the Bank Guarantee issuing bank indicate the name and detailed address (including e-mail) of their higher office from where confirmation towards genuineness of the Bank Guarantee can be obtained.

11.0 Bidders are requested to refer to the enclosed Annexure – BBB for the Taxes and Duties clauses under GST regime.

**12.0 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 transporters are:

- a) M/s Western Carriers (India) Ltd.
- b) M/s DARCL Logistics Limited

**Bidder's are requested to note the above delivery/collection instructions while submitting their offers.**

### **13.0 BID SECURITY DEPOSIT :**

a) Bid Security deposited vide Demand Draft / Banker's Cheque /Bank Guarantee should reach the office of ED (KGB & BEP) before Bid opening date and time, otherwise Bid will be rejected. **A scanned copy of this document should also be uploaded along with the Un-priced bid documents.** The Bid Security must be valid for a period of 30 days more than the validity of the Bid.

b) Bidders to confirm that in the event of award of Contract they will submit Performance Security Deposit @ 10% of the total contract value. Earnest Money/Bid Security, Performance Security Deposit will not earn any interest whatsoever.

**SEALED ENVELOPES** containing the Bid Security Deposit (EMD) shall be marked with the above Tender Number and description of work and addressed to: **ED (KGB & BEP), Oil India Limited, D. No. 11-4-7, Nookalamma Temple Street, Ramarao Peta, Kakinada-533004, Andhra Pradesh.**

All bidders shall deposit the requisite BID SECURITY in the form of Demand Draft/Banker's Cheque/Bank Guarantee from a Nationalized Bank in favor of M/s Oil India Limited and payable at Kakinada, Andhra Pradesh. This Bid Security shall be refunded to all unsuccessful bidders, but is liable to be forfeited in full or part, at Company's discretion, as per **Clause No. 15.0, 20.0 & 21.0** below. Bids without Bid Security in the manner specified above will be summarily rejected. Bid should be submitted on-line through OIL's e-Tendering Portal up to 11:00 hrs (IST) (Server Time) on the date as mentioned and will be opened on the same day at 15:00 hrs. (IST) at Office of the ED (KGB & BEP) in presence of authorized representative of the bidder. **THE BID SECURITY SHOULD BE DROPPED IN THE TENDER BOX PLACED AT THE OFFICE OF THE ED (KGB & BEP) ON OR BEFORE 15.00 HRS. OF THE SCHEDULE DATE OF OPENING OF TENDER.**

**THE BID SECURITY IS TO BE SUBMITTED ALONGWITH A COVERING LETTER MENTIONING THE IFB NO AND THE BIDDERS NAME AND ADDRESS IN A DULY SEALED ENVELOPE ADDRESSED TO – ED(KGB & BEP), Oil India Limited, D. No. 11-4-7, Nookalamma Temple Street, Ramarao Peta, Kakinada- 533004, Andhra Pradesh.**

**Bid Security may also be paid online through e-tender portal on or before the Bid Closing Date and Time mentioned in the Tender.**

14.0 However, if the above mentioned closing / opening day of the tender happens to be non-working day due to Bandh / Strike or any other reason, the bids will be received and opened on the following working day at the same time except on Saturdays.

**15.0 BACKING OUT BY BIDDER:** (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to forfeiture of his/her/their Bid Security in full and debarred from participation in future tenders, at the sole discretion of the company and the period of debarment will not be less than 2 (two) years.

(b) Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim / correspondence will be entertained in this regard.

16.0 The Bid must be valid for 90 (Ninety) days from the date of opening of the tender.

17.0 Conditional bids are liable to be rejected at the discretion of the Company.

**18.0 PERFORMANCE SECURITY DEPOSIT:** The successful bidder shall furnish a Performance Security Deposit @ 10 % of Contract Value in the form of Demand Draft / Banker's Cheque / Bank Guarantee as specified above before signing the formal contract. The Security Deposit will be refunded to the Contractor after satisfactory completion of the work, but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. This Security Money shall not earn any interest.

**19.0 Time Schedule:** The time allowed for completing the supply will be reckoned from the date of issue of purchase order. Time is the essence of the Contract and failure on part of the contractor to complete the work within the stipulated time, shall entitle the Company to impose liquidated damages and / or penalty from the contractor as per terms of the Contract.

**20.0 BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall be forfeited and the bidder shall be debarred for 2 (two) years from the date of default.

**21.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** If it is found that a Bidder/Contractor has furnished fraudulent document/information, the Bid Security/Performance Security shall be forfeited and the party shall be debarred as per the OIL's Banning Policy dated 6th Jan 2017 available at OIL's website.

22.0 Bidder(s) must also furnish the followings:

- a) NAME OF FIRM :
- b) DETAIL POSTAL ADDRESS :
- c) MOBILE / TELEPHONE NO :
- d) E-MAIL ADDRESS :
- e) FAX NO (If available) :
- f) CONTACT PERSON :
- g) VENDOR CODE (If available) :

**Yours Faithfully**

**Sd-**

(A. J. HIRA)  
Manager Materials  
for General Manager(C&P)  
for Executive Director(KGB & BEP)

**Tender No : SEI5834P18**

OIL INDIA LIMITED invites Indigenous tenders for items detailed below:

**TECHNICAL SPECIFICATIONS WITH QUANTITY**

Item No.	Material Description	Quantity	UOM
10	2.1/16" Flange Adapter (BX-152), 15000 psi with 2 inch female Fig 1502 Integral WECO connection, with seal ring API 6A, PSL-3, Material class DD, temp Class: P-U	4	NO
20	Elbow Long radius, 2 inch Fig 1502 MxF, 15000 psi Integral Connection, Std Service	2	NO
30	Tee Assembly, 2 inch Fig 1502 M x F x F, 15,000 psi Integral connection, Std Service.	1	NO
40	Hammer Union, 2" Fig 1502, Weld on type, Std Service	8	NO
50	2 inch x 15 K rated steel braided Coflex hose (length -10metre) with Fig 1502 WECO connection on both ends.	1	NO
60	2" NPS schedule 160 Piping , Maximum length 6 metre per joint.	4	NO
70	Hammer Union, 3" Fig 2202, Sour Service, complete with male-female part and seal ring.	4	NO
80	3-1/16" API Flange (BX-154), 15000 psi with Integral 2 inch Fig 2202 WECO connection, with seal ring, Sour Service.	2	NO
90	3-1/16" API Flange (BX-154), 15000 psi with Integral 2 inch Fig 1502 WECO connection, with seal ring.	2	NO

**NOTES:**

**1.0 All items will be procured from same source only and evaluation of bid will be done accordingly.**

2.0 Items must be brand new, unused, free from all defects and in ready to use condition. Bidder must confirm this in their offer.

3.0 Materials must be inspected and certified by any one of the OIL authorized third party inspection (TPI) agencies viz. M/s. BV / IRS / 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.

4.0 Threads must be inspected by original API / NPT (Master Gauge) for H.P. Fittings and same must be categorically confirmed in the offer.

5.0 All fittings must be thoroughly cleaned, dried and properly greased prior to despatch.



**GENERAL TERMS AND CONDITIONS**  
**FOR INDIGENOUS TENDER**

**1.0 TRANSFERABILITY OF BID DOCUMENTS:**

- 1.1 The Bid documents are non-transferable. The bid can only be submitted in the name of the bidder in whose name the bid document has been issued.
- 1.2 Unsolicited offers will not be considered and will be straightway rejected.

**2.0 TENDER FEE**

- 2.1 The bidders shall be able to create the bid online only after payment of tender fee. OIL will not take any responsibility for any delay/late in receipt of Tender Fee through OIL PAYMENT GATEWAY.

In case of e-tender, tender fee shall be payable through online payment gateway only. The vendor will have to pay the requisite tender fees till the tender sale end date and time mentioned in the NIT.

**2.2 EXEMPTION OF TENDER FEE :**

- 2.2.1 Micro and Small Enterprises (MSEs) registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME will be exempted from payment of tender fee irrespective of the monetary limit mentioned in their registration certificate provided they furnish evidence that they are registered for the items they intend to quote against OIL tenders. Such bidders should provide documentary evidence along with the bid submitted in case of physical tenders. Their bid will be considered provided the correct and valid documentary evidence is provided. The Central Govt. Departments and Central Public Sector Undertakings will also be exempted from the payment of tender fee. Parties registered with DGS&D, having valid certificates will be exempted from payment of tender fee.
- 2.2.2 Bidders who intend to claim exemption from payment of the Tender Fee, should submit their request to the Tender Inviting Officer (contact e-mail address provided in the RFx parameters of the subject e-tender) with documentary evidence atleast 7 (seven) days prior to the last date of submission of bids, so that the exemption from payment of the Tender Fee is provided in the e-portal to that particular Bidder.

**2.3 CANCELLATION OF TENDER - REFUND OF TENDER FEE**

The tender fee shall be refunded to the concerned bidder in the event, a particular tender is cancelled. In case of e-procurement tenders, wherever tender fee is required to be refunded, refund of the same shall be made to the bank account No. /card used for making payment towards purchase of tender documents.

### **3.0 COST OF BIDDING :**

- 3.1 The Bidder shall bear all costs associated with the preparation and submission of its bid and OIL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### **4.0 AMENDMENT TO BIDDING DOCUMENTS :**

At any time prior to the bid closing date, OIL may for any reason, whether at its own initiative or in response to clarifications requested by the prospective bidder(s), modify the bidding document by amendment(s). All prospective bidders who have received the bidding documents will be notified of the amendments in writing.

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.

### **4.0 CONTENTS OF OFFERS:**

- 4.1 Offer should be in English and the bidders are required to indicate both Ex-works as well as FOR Destination price by road. The **Price Schedule** shall be furnished by the bidder as per proforma vide **Annexure – II in e-portal**. The Price Schedule shall be complete and free from ambiguity, change or interlineations.
- 4.2 OIL reserves the right to place order on FOR (despatching station) or FOR (destination) terms. Offered rates should be kept firm through delivery/despatch.
- 4.3 Offer should be submitted in Indian Currency only.

### **4.4 OTHER TAXES & LEVIES:**

- (i) All taxes, stamp duties and other levies for the services including installation/commissioning, Training etc. shall be to the Bidder/Seller's account.
- (ii) Income Tax /Service Tax on the value of the Services rendered by the Bidder/Seller, if any, in connection with the contract shall be deducted at source from the invoices at the appropriate rate under the I.T. Act & Rules from time to time.

### **4.5 STATUTORY VARIATION:**

Any statutory variation (increase/decrease) in any statutory levy/tax after the closing date of tenders/revised priced bid, as the case may be, but within the contractual delivery/completion period will be to the account of OIL subject to documentary evidence. However, any increase in any statutory levy/tax after the expiry of the scheduled date of delivery shall be to the supplier's account.

### **4.6 DISCOUNT**

Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.

- 4.7 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

4.8 **Bidders should offer firm prices.** Offered prices shall be both in figures and words and in case of any discrepancy between these two, the prices indicated in words will only be considered.

4.9 **CHANGE IN QUANTITY:**

In case of supply tenders, the tender can have a provision for variation of quantity at the time of placement of order up to +/- 20%. The bids, however, shall be evaluated based on the tendered quantity to decide the inter se ranking of the bidder.

4.10 **TECHNICAL LITERATURE:**

Relevant technical literature must be submitted along with the offer whenever called for without which the offer shall be rejected.

4.11 **DELIVERY:**

Offers should be FOR delivery at site as indicated, with firm delivery date. If delivery is not specifically indicated by the bidders, it will be construed that the delivery quoted is as per delivery indicated in our enquiry and will be binding on the bidder. The delivery will be counted from the date of receipt of the letter of intent/order by the successful bidder.

4.12 **VALIDITY:**

Offers must be valid for acceptance for the minimum period of 90 days, unless otherwise specified, counted from the Bid Closing Date as indicated in the covering page. Offers without the minimum validity period will be rejected. In the absence of any categorical mention regarding validity of the offer, it will be construed that the offer is valid as called for in the covering page and it will be incumbent on the bidders to accept order, if any, when placed within such validity.

4.13 **VAGUE AND INDEFINITE EXPRESSIONS:**

Any vague and indefinite expressions such as "Subject to prior sale", "Prices ruling at the time of dispatch", "Subject to availability of materials" etc. will not be considered.

**5.0 CLARIFICATION IN RESPECT OF INCOMPLETE OFFERS:**

Prospective bidders are advised to ensure that their bids are complete in all respects and conform to OIL's terms, conditions and bid evaluation criteria of the tender. Bids not complying with OIL's requirement may be rejected without seeking any clarification.

**6.0 BID SECURITY:**

6.1 All the Bids must be accompanied by Bid Security for the amount as mentioned in the NIT and shall be in the prescribed format (Annexure-IV) in one of the following forms:

- i) A Bank Guarantee from any scheduled Indian Bank or any branch of International Bank situated in India and registered with RBI as scheduled foreign bank. The Bank Guarantee shall be valid for 4 months from the bid closing date and shall be enforceable at Kakinada.
- ii) Bank draft in favour of OIL INDIA LIMITED and payable at Kakinada.
- iii) Online direct deposit of Bid Security amount in OIL's bank account through e-procurement portal in case of e-tender.

(Note : In case of online submission of Bid Security by bidder, the amount will only be refunded only after adjusting bank charges if any. The bank charges will be to bidder's account. However, the return of Bid Security will be governed by the terms and conditions of the Bid Document.)

- 6.2.1 The bidders will have to submit the Bank Guarantee from any of the scheduled Indian banks and on non - judicial stamp paper of requisite value, as per the Indian Stamp Act, purchased in the name of the issuing banker.
- 6.2.2 The Bank Guarantee issued by a Bank amongst others must contain the following particulars of such Bank:
- (a) Full Address
  - (b) Branch Code
  - (c) Code Nos. of the authorized signatory with full name and designation
  - (d) Phone Nos./Fax Nos./E-mail address
- 6.2.3 In case, any such Bid Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the signatures of fake official of the Bank, the bid submitted by the concerned bidder shall be rejected forthwith and the bidder shall be debarred from participating in future tenders.
- 6.3 Any bid not accompanied by a proper Bid Security (in Original) in conformity with Clauses 6.1 and 6.2.1 will be rejected outright without any further reference.
- 6.4 The Bid Security of the unsuccessful bidders will be returned after finalization of tender whereas the Bid Security of the successful bidder will be discharged on such bidder's furnishing the Performance Security to OIL in the prescribed format (Annexure V) against the Purchase Order secured by the bidder within the stipulated time frame. The successful bidder will however, ensure that the validity of the Bid Security till such time the Performance Security in conformity with Clauses 7.0 below as the case may be, is furnished.
- 6.5 The bidders will extend the validity of the Bid Security, if and whenever specifically advised by OIL, at the bidder's cost.
- 6.6 Bid Security will not accrue any interest during its period of validity or extended validity.
- 6.7 The Bid Security will be forfeited:
- a) If a bidder withdraws his bid during the period of validity of bid or any extension thereof duly agreed by the bidder,
- OR
- b) If the successful Bidder do not accept the order or fails to furnish the Performance Security within 30 days of placement of order or before the expiry of Bid Security within 30 days of placement of order or before the expiry of Bid Security (unless extended), whichever is earlier.
- 6.8 **Exemption of Bid Security:**
- 6.8.1 Central Govt. departments, Central Public Sector undertakings are exempted from submitting Bid Security. Bidders registered with DGS&D and MSE units (and not their dealers/distributors) which are themselves registered with District Industry Center or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME are also exempted from

submitting Bid Security irrespective of monetary limit mentioned in their registration certificate provided they are registered for the same item(s)/services for which tender has been invited and provided they submit offer for their own products/services. However, the valid registration certificate issued by the authorities as above and indicating the category of item/services and the monetary limit for which they are registered must be submitted by the bidders along with their bids(Technical) without which the bidders will not be entitled for the exemption.”

## **7.0 PERFORMANCE SECURITY:**

- 7.1** The successful bidder shall furnish the Performance Security in the form enclosed (Annexure V) herewith within 30 days of the receipt of Letter of Intent / order failing which OIL reserves the right to cancel the order and forfeit the Bid Security. **Bidders should undertake in their bid to submit Performance Security as stated above.**
- 7.2** The amount of Performance Security and the date of expiry of the Performance Security shall be as indicated in the Purchase Order. The amount of Performance Security in case of Procurement of Goods shall be 10% of order value (unless specified otherwise).
- 7.3** In the event of Seller's/Bidder's failure to discharge their obligations under the Contract, the Performance Security shall be encashed and the proceeds thereof shall be forfeited without any further reference to the Seller/Bidder.
- 7.4** The Performance Security shall be denominated in the currency of the contract and shall be in the form of a Bank Guarantee.
- 7.5** The Bank Guarantee will have to be given from any scheduled Indian Bank or any branch of International Bank situated in India and registered with RBI as scheduled foreign bank; on non-judicial stamp paper of requisite value, as per the Indian Stamp Act, and stamp paper should be in the name of the issuing bank.
- 7.6** The Bank Guarantee issued by the Bank amongst others must contain the following particulars of the Bank:
- (a) Full Address
  - (b) Branch Code
  - (c) Code Nos. of the authorized signatory with full name and designation
  - (d) Phone Nos./Fax Nos./E-mail address
- 7.7** In case, the Performance Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the signatures of fake official of the Bank, the LOI/Purchase Order issued/placed on the Supplier shall be treated as cancelled forthwith and the bidder shall be debarred from participating in future tenders. Further, the Bid Security submitted by such Supplier shall be invoked without any further reference.
- 7.8** The Bank Guarantee shall be enforceable at Kakinada or as specified in the order.
- 7.9** Performance Security for capital nature items like plant and machinery etc. shall be valid for 12 months from the date of commissioning or 18 months from the date of despatch whichever concludes earlier. However, for consumables like chemicals, cement, tubular etc. the Performance Security shall be valid for 12 months from the date of despatch. The validity requirement of Performance Security specified in the main order is assuming despatch within stipulated delivery period. In case of any delay in despatch, validity of the Performance Security is to be extended suitably as aforesaid.

7.10 Performance Security will be discharged by the Purchaser and returned to the Seller, within 30 days of its expiry of validity including any extension sought thereof in case of no claim on seller by the purchaser.

7.11 Performance Security amount will not accrue any interest.

## **8.0 DOCUMENTS COMPRISING THE BID**

8.1 The bid prepared by the bidder shall comprise the following components, duly completed:

a) Price schedule (Refer Annexure-II)

b) Bid must accompany necessary literature/catalogue of the equipment as well as of the spare parts catalogue thereof, wherever required.

c) Exceptions/Deviations Statement, if any

d) Authorisation letter for attending Tender Opening (Refer Annexure- III)

e) Bid Security, wherever required.

f) Confirmation about the Performance Security, wherever required.

## **9.0 SUBMISSION OF OFFER:**

9.1 Offers should be submitted in OIL's e-portal as detailed in Forwarding Letter within the due date and time.

## **10.0 EXTENSION OF BID SUBMISSION DATE:**

Normally no request for extension of Bid Closing Date will be entertained. However, in case of any changes in the specifications, inadequate response or for any other reasons, OIL may at its discretion, extend the bid closing date and/or time.

## **11.0 OPENING OF TENDERS:**

11.1 Bidder or their authorised representative (only one person per bidder) will be allowed to be present at the time of opening of the Bids. However, a letter (in the form as per Annexure III enclosed) must be produced to the Tender Opening Officer at the time of opening of tenders. Unless this letter is presented, the representative will not be allowed to attend the tender opening.

11.2 In case of any unscheduled holiday/Bandh on the bid opening date, the Bids will be opened on the next working day. Accordingly, Bid Closing Date /time will get extended up to the next working day.

## **12.0 COMPLIANCE WITH TENDER:**

12.1 Bidder's offer must conform in all respects with the applicable specifications, drawings and terms and conditions of the tender. Any deviation from the tender specifications or terms and conditions must be clearly and explicitly stated. In order to be considered responsive, bidder's offer must specifically include the following statement: **We certify that our offer complies with all NIT requirements and Specifications except for the following: List exception If none, state "None"**

12.2 OIL reserves the right to accept / reject any deviation in bidder's offer pertaining to the materials specifications or to the terms and conditions stipulated in this tender without assigning any reason other than Bid Rejection Criteria specified in the Bid document.

**13.0 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.**

13.1 OIL reserves the right to accept / reject or prefer any offer either in full or in part or annul the bidding process and reject all bids at any time prior to award of contract without thereby incurring any liability to the affected bidder (s) or any obligation to inform the affected bidder(s) of the ground for OIL's action. OIL also reserves the right to split the order between two or more parties.

**14.0 INSPECTION AND TEST:**

14.1 All materials to be supplied shall be subject to inspection and test by OIL at its discretion at any stage of manufacture and before despatch by mutual arrangement. Inspection and tests shall be carried out either by OIL's personnel or through a third party nominated by OIL. Seller has to arrange for the inspection through the nominated third party (whenever applicable) and obtain the necessary inspection certificates.

14.2 OIL reserves the right to inspect the material through any of the Third Party Inspection Agencies. While appointing the Third party Inspection Agency (from OIL's approved agencies), the bidder shall pass instruction to the appointed Third Party Inspection Agency to comply and respond to the advice/queries made by OIL directly with the inspection agency in connection with the inspection.

14.3 Bidder must extend the required facility for inspection by Third Party Inspection Agency. The bidder will be responsible for arranging the third party inspection and must submit the inspection certificate in Original to OIL along with the despatch documents. The certificate issued by the Third Party Inspection Agency must specify that the inspection has been carried out for the material to be supplied to OIL INDIA LIMITED and inspection has been carried out as per the scope of inspection stipulated in OIL's Purchase Order. The certificate should also specify OIL's Purchase Order Number.

**15.0 DESPATCH:**

**15.1 Road Despatch:**

15.1.1 In the event of an order other than FOR Destination terms, the material will be required to despatch through OIL's approved transporter (which will be specified in the order) on "Door Delivery" basis.

15.1.2 For orders placed on FOR Destination basis, the material will be required to despatch through reputed Bank approved transporters only on Door Delivery basis. In case OIL is required to collect the material from transporters godown, extra expenditure incurred thereof will be recovered from the Bidder/seller.

**16.0 INSURANCE:**

16.1 Transit insurance will be arranged and paid for by OIL for all orders other than FOR Destination orders. The Bidder/seller will be required to intimate the insurance agency (which will be specified in the Purchase Order) regarding the despatch details immediately after despatch. The Sellers have to arrange the transit insurance at their cost in case of orders placed on FOR Destination basis.

## **17.0 PAYMENT TERMS:**

17.1.1 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.

17.1.2 In certain cases, payment to the extent of 90% maximum of the value of the supply will be made against proof of despatch 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 despatch documents for suppliers having good track record with OIL and where 10% Performance Security is submitted in time and no installation/commissioning is involved.

## **17.2 PAYMENT TO THIRD PARTY:**

Request for payment/part payment to third party (i.e. other than the party on whom the order has been placed) will not be entertained by OIL under any circumstances. The offers stipulating payment/part payment to such third party will be considered as non-responsive and such offers will be rejected.

## **18.0 BANKING CHARGES:**

All banking charges will be to the bidder's account.

## **19.0 ADVANCE PAYMENT:**

19.1 Request for advance payment shall not be normally considered. Depending on merit and at the discretion of OIL, advance payment may be agreed at an interest rate of 1% above the prevailing Bank rate (CC rate) of State Bank of India compounding on quarterly basis from the date of payment of the advance till recovery /refund.

19.2 Advance payment if agreed to by the Company shall be paid only against submission of an acceptable Bank Guarantee whose value should be equivalent to the amount of advance plus the amount of interest estimated by OIL on the basis of contractual delivery period.

19.3 Bank Guarantee shall be valid for 3 months beyond the delivery period incorporated in the order and same shall be invoked in the event of Seller's failure to execute the order within the stipulated delivery period.

19.4 In the event of any extension to the delivery date, seller shall enhance the value of the bank guarantee to cover the interest for the extended period and also shall extend the validity of bank guarantee accordingly.

## **20.0 INDEMNITY AND INSURANCE:**

20.1 The Bidder/Seller shall defend or hold OIL harmless from all actions, claims, suits and demands made, against either or both of them in respect of injuries to or death of any person including employees of the Bidder/Seller or non-compliance of any statutory/safety requirement.

20.2 The Bidder/Seller shall also defend and hold OIL harmless for loss of and damage to property arising from the supply of any goods or materials or the erection, installation repair or operation for a period, of any plant hereunder.



**21.0 ASSIGNMENT:**

- 21.1 The Bidder/Seller shall not transfer, assign or sublet the consequent Contract or any part thereof without the prior consent in writing from OIL. Any permitted transfer/assignment or subletting shall not relieve the Bidder/Seller of any of his obligations which might have arisen before such permission was given.

**22.0 WARRANTY/GUARANTEE:**

- 22.1 Goods, materials or plant(s) to be supplied hereunder shall be new, of recent make, of the best quality & workmanship and shall be guaranteed by the Seller for a period of 18 (eighteen) months from the date of despatch or 12 (twelve) months from the date of commissioning/receipt (where commissioning is not involved) whichever is earlier against defects arising from faulty materials, workmanship or design. Defective goods / materials or parts notified by OIL to the Seller shall be replaced immediately by the Seller on F.O.R destination basis including payment of all taxes and duties at Seller's expense. This guarantee shall survive and hold good notwithstanding inspection, payment for and acceptance of the goods. However, for consumables like chemicals, cement, tubular etc. the guarantee shall be valid for 12 months from the date of dispatch.

**23.0 DEFAULT IN DELIVERY / LIQUIDATED DAMAGES:**

- 23.1 Time will be of the essence of the contract.
- 23.2 In the event of the Seller's default in maintaining the agreed delivery schedule set out in the order, OIL shall have the right to cancel the order at any time after expiry of scheduled delivery date without any reference to the Seller and make alternative arrangement at the discretion of OIL in which case extra expenditure involved, will be recoverable from the Seller and OIL shall not be responsible towards such cancellation or any damage that may be incurred by the Seller. The decision of OIL shall be final and binding on the Seller.
- 23.3 As an alternative to Clause No. 23.2 above, OIL reserve the right to accept the materials but, the Seller shall be liable to pay liquidated damages @ 0.5% per week or part thereof of the value of the goods in respect of which default in delivery takes place subject to a maximum of 7.5 %. Should there be default on the part of the Seller for more than 15 Weeks from the scheduled date to complete the delivery or to complete the installation/commissioning & Training (wherever applicable) successfully, OIL shall have the right, in addition to the provisions under Clause 23.2 to invoke the Performance Security without causing any notice to the Seller to this effect. The amount of liquidated damage as stipulated above is a pre-estimated genuine loss as agreed by both the parties and shall be payable without any demur and shall not be open for any dispute whatsoever.
- 23.4 The liquidated damage as agreed by both the parties as a genuine pre-estimated loss shall be payable on Landed Cost of the materials at Kakinada inclusive of all cost to the extent of default (undelivered portion only in cases where part delivery is acceptable) and commissioning at site is not involved.

**24.0 FORCE MAJEURE:**

- 24.1 In the event of either of the parties being rendered unable, wholly or in part by force majeure to carry out its obligations under the agreement when entered into, it is agreed that on such party giving notice and full particulars of such force majeure in writing or by telegram / telex / fax to other party as soon as possible (within maximum one week), after the occurrence of the cause relied on then the obligations of the party giving such notice with proper documentary evidence so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused but for no longer period, and such cause as far as possible be remedied with all reasonable effort.

- 24.2 The term "Force Majeure" as used herein shall mean 'Acts of God' including Landslides, Lightning, Earthquake, Fires, Storms, Floods, declared Wars, Blockades, insurrection, riots, Government regulations etc., which are not within the control of the party claiming suspension of its obligations within the meaning of the above Clause 24.1 and which renders performance of the contract by the said party completely impossible.

## **25.0 DEFAULT:**

- 25.1 In the event of an Contract with the Bidder, if the Bidder/Seller contravenes any of the provisions of the Contract or neglects to carry out his obligations of the Contract, OIL may give notice in writing thereof requiring the Bidder/Seller to remedy the breach within seven days, or within such period as OIL may agree to be reasonable and in the event of Bidder's/Seller's failing to do so, OIL will be at liberty to purchase the goods elsewhere or have the work which the Bidder/Seller has neglected to do, carried out by some other person at the Bidder's/Seller's expense. In such an event OIL shall have the right to terminate the Contract.

## **26.0 TERMINATION:**

- 26.1 In the event of an Contract with the Bidder, OIL shall have the right to terminate the Contract giving 7 days notice or such reasonable time and in this event shall pay to the Bidder/Seller such sum as shall fully compensate the Bidder/Seller for work carried out by him in performance of the Contract prior to such termination.

## **27.0 APPLICABLE LAW:**

The contract arising out of this tender shall be interpreted in accordance with and governed by the laws of India subject to exclusive Jurisdiction of Courts situated in Kakinada/New Delhi.

## **28.0 ARBITRATION:**

- 28.1 All disputes and differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this Tender and consequent Contract or the breach thereof shall be mutually settled. However, in case no such mutual settlement is arrived at, the matter shall be settled by arbitration in accordance with the provision of arbitration of the Indian Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof and the Rules made there under and for the time being in force. The venue of arbitration shall be at Kakinada unless otherwise agreed by OIL.
- 28.2 In case of dispute with the Seller who happens to be a Public Sector Undertaking, the same shall be resolved as per Department of Public Enterprises (DPE) guidelines.

## **29.0 BID REJECTION CRITERIA:**

The bids must conform to the specifications, terms, and conditions given in the NIT. Bids shall be rejected in case the items offered do not conform to the required minimum / maximum parameters stipulated in the technical specifications and to the respective international /national standards wherever stipulated. Notwithstanding the general conformity of the bids to the stipulated specifications and terms and conditions, the following requirements shall have to be particularly met by the bidders, without which the offer will be considered as non-responsive and rejected:

- 1.0 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the Contract and not subject to variation on any account.
- 2.0 Bids with shorter validity will be rejected as being non-responsive.

- 3.0 Bid Security shall be uploaded as a part of the Techno-commercial Bid in the “Technical RFx Response” of OIL’s E-portal. The original Bid Security shall be submitted by bidder to the office of Executive Director (KGB&BEP), KAKINADA, India in a sealed envelope and must reach office of the Executive Director, Kakinada before the Techno-commercial Bid Opening date and Time. The amount of Bid Security shall be as specified in the Bid Document. Any Bid not accompanied by a proper Bid Security in the separate envelope will be rejected.
- 4.0 Any Bid received in the form of Telex/Cable/Fax/e-mail will not be accepted.
- 5.0 Any Bid containing false statement will be rejected.
- 6.0 Bidders must quote clearly and strictly in accordance with the price schedule outlined in “Price Bid Format” of Bid Document; otherwise the Bid will be summarily rejected.
- 7.0 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected.
- (i) Bid Security Clause
  - (ii) Performance Guarantee Clause
  - (iii) Force Majeure Clause
  - (iv) Tax Liabilities Clause
  - (v) Arbitration Clause
  - (vi) Acceptance of Jurisdiction and Applicable Law
  - (vii) Liquidated damage and penalty clause
  - (viii) Guarantee/Warranty clause
  - (ix) Termination Clause

**30.0 BID EVALUATION CRITERIA:**

- 30.1 Bids which are found to be responsive and meeting the requirement both specification wise and terms and conditions in the enquiry will be considered for final evaluation.
- 30.2 Each item shall be normally evaluated independently unless otherwise stated.
- 30.3 In the event of computational error between unit price and total price, unit price shall prevail and adopted for evaluation.
- 30.4 Similarly, in the event of discrepancy between words and quoted figure, words will prevail.
- 30.5 Preference to Public Sector Undertaking and Small Scale Industries etc. will be given as per prevailing Government Guidelines as applicable on bid closing date.
- 30.6 At the time of evaluation of the offers, past performance of similar equipment supplied by the bidder as well as after-sales service, supply of spares, etc. in respect of such equipment by the concerned bidder will be considered / evaluated. If the same are not found to be satisfactory as already communicated to the bidder, the offer may be considered as unacceptable offer and rejected.
- 30.7 **Considering the nature of the item, if the product offered by the lowest acceptable bidder is not field proven in OIL, purchaser at its discretion may place a trial order to**

**the extent of 25% (maximum) only and balance quantity will be procured from other competitive bidders whose product has been field proven in OIL.**

**31.0 COMPARISON OF OFFERS:**

- 31.1 Comparison of the bids will be done on total F.O.R. destination cost basis to ascertain the lowest bid.
- 31.2 In case of any conflict between the Rejection/Evaluation criteria stipulated here with that given in the Invitation for Bid, those mentioned in the Invitation for Bid will prevail.

## **Public Procurement Policy for Micro and Small Enterprises (MSEs)**

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.

The Public Procurement Policy shall apply to Micro and Small Enterprises registered with:

- (i) District Industries Centers or
- (ii) Khadi and Village Industries Commission or
- (iii) Khadi and Village Industries Board or
- (iv) Coir Board or
- (v) National Small Industries Corporation or
- (vi) Directorate of Handicrafts and Handloom or
- (vii) Any other body specified by Ministry of Micro, Small and Medium Enterprises

### **2.0 Classification of Micro, Small and Medium Enterprises (MSME) for supply of Goods :**

In the case of the enterprises engaged in the manufacture or production of goods pertaining to any industry specified in the First Schedule to the Industries (Development and Regulation) Act, 1951, as:

- (a) A Micro enterprise, where the investment in plant and machinery does not exceed twenty five lakh rupees.
- (b) A Small enterprise, where the investment in plant and machinery is more than twenty five lakh rupees but does not exceed five crore rupees.
- (c) A Medium enterprise, where the investment in plant and machinery is more than five crore rupees but does not exceed ten crore rupees.

2.1 The MSEs owned by SC/ST entrepreneurs shall mean:

- a) In case of Proprietary MSE, proprietor(s) shall be SC/ST.
- b) In case of Partnership MSE, the SC/ST partners shall be holding at least 51% share in the unit.
- c) In case of Private Limited Companies, at least 51% share is held by SC/ST. If the MSE is owned by SC/ST entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

### **3.0 Benefits to Micro and Small Enterprises :**

#### **i) Exemption from payment of Tender Fee :**

MSEs (and not their dealers/distributors) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME are exempted from payment of tender fee irrespective of the monetary limit mentioned in their registration certificate provided they furnish documentary evidence that they are registered for the items they intend to quote against OIL tenders.

ii) **Exemption from submission of Earnest Money/Bid Security :**

MSEs (and not their dealers/distributors) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME are exempted from submission of Bid Security/Earnest Money provided they are registered for the items they intend to quote.

**4.0 Documents Required to be submitted by MSEs :** Micro or Small Enterprises (MSE) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME shall submit copy of valid Registration Certificate for the items they intend to quote along with the bid. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies.

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

**5.0 Performance Security :** Micro and Small Enterprises registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME however, should note that Performance Security shall be required to be submitted by them for orders/contracts placed by OIL on them.

**6.0 Purchase Preference to Micro and Small Enterprises:**

**Purchase preference to Micro and Small Enterprises registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME :**

In case participating MSEs quote price within price band of L1+15%, such MSE shall be allowed to supply bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply 100% of tendered value at the L1 price.

A target of 4% out of 100% has been earmarked for procurement from MSEs owned by the SC or ST entrepreneurs. Provided that, in event of failure of such MSEs to participate in tender process or meet tender requirement and L-1 price, 4% earmarked for MSEs owned by SC or ST entrepreneurs shall be met from other MSEs.

In case of more than one such MSE qualifying for 15% purchase preference, the 100% supply shall be shared equally amongst such MSEs. However, in the opinion of OIL if tendered items are non-splitable or non-dividable, OIL reserves the right to place order for supply of 100% quantity to lowest eligible MSE amongst the MSEs qualifying for 15% Purchase preference.

**7.0** In case a supplier (other than Micro/Small Enterprise) against an order placed by OIL procures materials from their sub-vendor who is a Micro or Small Enterprise registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village

Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME, with prior consent in writing from OIL, the complete details (i.e. name of the subcontractor, value of subcontracted work, copy of valid MSE registration certificate etc.) of the sub-contractor(s) shall be furnished by the supplier to OIL.

**TAXES AND DUTIES CLAUSE - FOR VENDOR/SUPPLIER/CONTRACTOR**  
**(For Supplies/ Services during GST Regime i.e., New Tender)**

**INDIRECT TAXES/ GST**

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. 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.
8. GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.
9. **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:.....**

**Also please note that OIL-Kakinada, AP's Provisional GSTIN as: 37AAACO2352C1Z**

**PRICE SCHEDULE**

Tender No. ....

With reference to your above Tender we quote our best prices as under:

Tender Item No.	HSN Code	Brief Description	Quantity	Unit	Unit Price (In figure)(INR)	Unit Price (in words)	GST Rate

1. Basic material Value [Sum of (Unit Rate x Quantity)] :
  2. Pre Despatch /Third Party 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.(Kakinada) :
  9. GST on Freight Charges. :
  10. Insurance Charges @ 0.5% of (7) inclusive of GST. :
  11. **FOR Kakinada value (7+8+9+10)** :
- 
- Delivery Period :
  - Validity :
  - Payment term :
  - Bid Security reference :
  - Whether performance security (if applicable) would be submitted in the event of order placement : Yes / No
  - Name of original manufacturer :
  - Other terms if any :

We agree to all the terms and conditions given in Tender Document. We confirm that material will conform to OIL's specification.

-----  
SIGNATURE & SEAL OF TENDERER

Full Name:

Address:

Date:

**Notes:**

1. Bidders must quote Freight Charges upto destination specified in tender. In case bidder fails to quote inland freight charges, highest freight quoted by the other 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.
2. Other clauses on Goods & Service Tax shall be applicable as incorporated elsewhere in this tender.

**PERFORMA OF AUTHORISATION LETTER FOR ATTENDING TENDER  
OPENING**

To  
The EXECUTIVE DIRECTOR (KGB & BEP),  
KG Basin Project,  
Oil India Limited,  
D.No.11-4-7; 3rd Floor,  
Nookalamma Temple Street,  
Ramaraopet, Kakinada-533004,  
Andhra Pradesh.

Dear Sir,

Sub : Your Enquiry No.....  
For .....

Mr. / Mrs. .... has been authorised to be present at the  
time of opening of the above Enquiry due on ..... at Kakinada on my/our behalf.

Yours faithfully,

Signature of Bidder  
Name:  
Designation :  
For & on behalf of :

**BID SECURITY FORM**

To

Oil India Limited,  
Kakinada-533004,  
Andhra Pradesh.

Whereas..... (hereinafter called 'the Bidder') has submitted their Bid No. .... dated..... against OIL INDIA LIMITED, KG BASIN PROJECT, KAKINADA, ANDHRA PRADESH, INDIA (hereinafter called the Purchaser)'s Enquiry No..... for the supply of.....(hereinafter called 'the bid')..... KNOW ALL MEN by these presents that we .....of having registered office at.....(hereinafter called 'the bank') are bound unto the Purchaser, in the sum of ..... for which payment will and truly be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the said Bank this.....day of.....

**THE CONDITIONS of this obligation are:**

1. If the Bidder, withdraws their bid during the period of bid validity specified by the Bidder or
2. If the Bidder, having been notified of the acceptance of their bid by the purchaser during the period of bid validity:
  - a) fails or refuses to accept the order, or
  - b) fails or refuses to furnish the performance security.
3. **If the Bidder furnished fraudulent document/information in their bid.**

We undertake to pay to the purchaser up to the above amount upon receipt of their first written demand (by way of letter/fax/cable) without the purchaser having to substantiate their demand, provided that in their demand the purchaser will note that the amount claimed by it is due to it owing to the occurrence of any of the two conditions, specifying the occurred conditions or conditions.

This guarantee will remain in force up to and including\_\_\_\_\_ ( *Bidder to indicate specific date as mentioned in the tender*), and any demand in respect thereof should reach the Bank not later than the above date.

**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 Bank***

**PERFORMANCE SECURITY FORM**

To

Oil India Limited,  
Kakinada-533004,  
Andhra Pradesh.

WHEREAS ..... (name of the Seller) hereinafter 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 recognised Bank for the sum specified therein as security for compliance with the Seller's performance obligations in accordance with the Contract.

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

THEREFORE we hereby affirm that we are Guarantors and 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 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 and Seal of the Bank

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Date:

Witness:.....