



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

Oil India Limited (RP)
2-A. District Shopping Centre
Saraswati Nagar, Basni
Jodhpur-342005,
Phone- 0291 -2729-473,
0291 -2729-466
Fax: 0291-2727050
Email: daya_shankar@oilindia.in
erp_mm@oilindia.in

FORWARDING LETTER

Tender No. : SJI0557P19

Tender Fee : NIL

Bid Security Amount : INR 1,28,000.00

Bid Bond Validity : Bid Bond should be valid up to 15.10.2019.
(Bid bond format has been changed. Please submit bid bond as per revised format. Refer: MM/LOCAL/E-01/2005)

Bid Validity : Bid should be valid for 120 days from bid closing date.
Bidding Type : SINGLE STAGE TWO BID SYSTEM

Bid Closing on : As mentioned in the e-portal

Bid Opening on : -do-

Performance Security : Applicable (@10% of the PO value)

Integrity Pact : Integrity Pact has to be signed by the bidder's authorized signatory who sign the Bid and uploaded along with the bid in e-portal. Any bid not accompanied by Integrity Pact Proforma duly signed(digitally) by the bidder shall be rejected straightway.

OIL, Rajasthan Project invites Bids for **FABRICATION AND SUPPLY OF 37.37 KLS CAPACITY RECTANGULAR TANKS WITH SUBMERSED HEATING COILS** through its e-Procurement site under **SINGLE STAGE TWO BID SYSTEM**. The bidding documents and other terms and conditions are available at Booklet No. MM/LOCAL/E-01/2005 for E-Procurement. The prescribed Bid Forms for submission of bids are available in the Technical RFx -> External Area -> Tender Documents

The general details of tender can be viewed by opening the RFx [Tender] under RFx and Auctions. The details of items tendered can be found in the Item Data and details uploaded under Technical RFX.

The tender will be governed by:

- "General Terms & Conditions" for e-Procurement as per Booklet No. MM/LOCAL/E-01/2005 for E-Procurement.

- b) Technical specifications, Quantity and any other notes as per **Annexure – IA**.
- c) The prescribed Bid Forms for submission of bids are available in the Technical RFx -> External Area -> Tender Documents.
- 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).
- e) Bidder are advised to fill up the Technical bid check list (**Annexure EEE**) and Response sheet (**Annexure FFF**) given in MS excel format in Technical RFx -> External Area -> Tender Documents. The above filled up document to be uploaded in the **Technical Attachment. For details please refer “Vendor User Manual” / “NEW INSTRUCTIONS”**.
- g) 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.
- h) **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**

1.0 Technical and Financial Criteria:

In addition to the general BRC/BEC, following Technical and Financial criteria shall be considered as on the original Bid Closing Date. (Documentary evidence to be provided along with the bid in Technical Documents failing which the offer shall be rejected).

| Criteria | Complied / Not Complied. Documentary evidence submitted / not submitted |
|---|---|
| The bid must conform to the specifications and terms and conditions given in the tender. Bid will be rejected in case the items offered do not conform to all the required technical parameters stipulated in the technical specifications and to the respective prevailing industry standards wherever applicable. Notwithstanding the general conformity of the bids to the stipulated specifications and terms and conditions, the following | |

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|---|--|
| <p>requirements shall have to be particularly met by the bidders, without which the offer will be considered as non responsive and rejected.</p> <p>A) TECHNICAL:</p> <p>1. Bidder's qualification:</p> <p>1.1 The bidder shall be a manufacturer of skid mounted rectangular tank or fabricator of API 650 std tank.</p> <p>1.2 Bidder's experience:</p> <p>The bidder shall have credential of successful execution of purchase order(s)/ contract(s), for any of the following,</p> <p>a) Fabrication & supply of steel tank, of minimum 37.37 KL capacity, for quantity not less than 4 (four) nos., vide purchase order awarded in last 05 years from the original bid closing date of the tender, to any Oil and Gas Industry/company.</p> <p>b) Fabrication of tank as per API 650 std, of minimum 160 KL capacity, for quantity of not less than 1 (one) no., vide contract awarded in last 05 years from the original bid closing date of the tender, to any Oil and Gas Industry/company.</p> <p>1.3 The bidder shall submit the details of it's experience credentials in a tabular format as shown below</p> <p>Column A : SI No</p> <p>Column B : Client / Customer Name and Address/ E-mail address</p> <p>Column C : Order No / Contract No. and date</p> <p>Column D : Technical specifications of the items</p> <p>Column E : Quantity supplied</p> <p>Column F : Ref no of Supporting document (copy to be enclosed).*</p> <p>* Copy(is) of documents to be enclosed in support of the supply experience are as follows,</p> <p>(a) Purchase Order(s) / Contract document(s), and</p> <p>(b) Any one or more of the following documents that confirms the successful execution of each of the Purchase Order(s) / contract(s) cited above.</p> <ul style="list-style-type: none"> - Completion certificates - Performance report from the clients, - Bill of lading, - Delivery challan / invoice etc. - any other documentary evidence that can substantiate the successful execution of each of the Purchase Orders / Contracts cited above. | |
| <p>B) FINANCIAL</p> <p>a) Annual Financial Turnover of the bidder during any of preceding 03 (three) financial / accounting years from the original bid closing date should be at least Rs. 32.00 Lakhs.</p> <p>b) Net Worth of the firm should be Positive for preceding financial /Accounting year</p> | |

Note -For (a) & (b): Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial /accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that ‘the balance sheet/Financial Statements for the financial year..... (As the case may be) has actually not been audited so far’.

Notes:

a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid:

i) A certificate issued by a practicing Chartered Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in ANNEXURE-J.

OR

ii) Audited Balance Sheet along with Profit & Loss account.

Note: For Annual financial turnover and net worth, enclose the audited Annual Report, Balance Sheet and Profit and Loss Account certified by a chartered accountant.

2.0 Tender Document will not be issued physically by Company. Bidders without having E-tender Login ID and Password should complete their online registration at least seven (7) days prior to the scheduled bid closing date and time of the tender. For online registration, Bidder may visit the OIL’s E-tender site **<https://etender.srm.oilindia.in/irj/portal>**. Details of the NIT can be viewed using “Guest Login” provided in the e-procurement portal. **USER-ID and PASSWORD are not transferable.**

3.0 Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.

4.0 MSEs Units (manufacturers/Service Providers only and not their dealers/distributors) who are already registered with District Industry Centers or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or any other body specified by Ministry of MSME are exempted from payment of Bid Security (EMD)

irrespective of monetary limit mentioned in their registration, provided they are registered for the item they intend to quote/participate.

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

6.0 OIL reserves the right to refuse issue of User Id & Pass Word to such parties even after submission of necessary documentation as per online registration process, about whose competence OIL is not satisfied. Company's decision in this regard shall be final.

7.0 OIL reserves the right to reject any/all bids and cancel the tender without assigning any reason whatsoever.

8.0 Please note that all tender forms and supporting documents are to be submitted through OIL's e-Procurement site only except following document/materials which are to be submitted manually in sealed envelope super scribed with **Tender no.** and **Due date** to **Chief General Manager (Services), Oil India Limited, Rajasthan Project, 2A, Saraswati Nagar, District Shopping Centre, Basni, Jodhpur-342005, Rajasthan** on or before the Bid Closing Date and Time mentioned in the Tender.

a) **Original Bid Security**

b) **Any other document required to be submitted in original as per tender requirement**

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

9.0 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.

10.0 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.

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

12.0 The tender shall be governed by the Technical and Financial criteria given above.
However, if any of the Clauses of the Technical and Financial criteria contradict the

Clauses of the tender and / or “General Terms & Conditions” as per Booklet No. MM/LOCAL/E-01/2005 elsewhere, those in the Technical and Financial criteria given above shall prevail.

12.1 The following points are deemed as “non-negotiable” and offer shall be rejected straightaway without seeking clarification in case of the following:

- i. **Validity of bid shorter than validity indicated in the tender.**
- ii. **Original Bid Security not received within the stipulated date and time mentioned in the tender.**
- iii. **Bid security with (a) Validity shorter than the validity indicated in tender and/or (b) Bid security amount lesser than the amount indicated in the tender.**

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

14.0 All the Bids must be Digitally Signed using “Class 3” digital certificate (e-commerce application) with organization name as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

. In order to bid for OIL e-tenders all the vendors are required to obtain a legally valid Digital Certificate Class III [Organization] along with Encryption Certificate as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. Digital Signature Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.

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

Very Important

15.0 BIDDERS ARE REQUIRED TO QUOTE WITH MINIMUM VALIDITY OF 120 DAYS FROM THE BID CLOSING DATE AS PER NIT REQUIREMENT. BIDS WITH LESSER VALIDITY SHALL BE REJECTED.

16.0 The original bid security (Amount is mentioned above and also in Basic Data of the tender in OIL’s e-portal) should reach Chief General Manager (Services), Oil India Limited, Rajasthan Project, 2A, District Shopping Centre Saraswati Nagar, Basni, Jodhpur-342005, Rajasthan before bid closing date and time of the technical bid. Bid without original Bid Security will be rejected. The bidders who are exempted from submitting the Bid Bond should attach documentary evidence. **The bid security shall be valid up to 15.10.2019. Please submit bid bond as per revised format.**

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

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

18.0 **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 – I of MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders for more details. MSE bidders are exempted from submission of Bid Security/Earnest Money provided they are registered for the items they intend to quote.**

19.0 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.

20.0 **PURCHASE PREFERENCE :** Purchase Preference will be applicable as per latest Govt. Guidelines. Bidders to take note of the same and quote accordingly. It is the bidder's responsibility to submit necessary documents from the Competent Authority to establish that they are eligible for purchase preference against this tender.

21.0 **PRICE PREFERENCE :** Price Preference will be applicable as per latest Govt. Guidelines. Bidders to take note of the same and quote accordingly. It is the bidder's responsibility to submit necessary documents from the Competent Authority to establish that they are eligible for price preference against this tender.

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

23.0 **GST Clause: Please refer to Annexure – GST.**

NOTE: FOR BID SECURITY/EMD AND PBG-In case of Bank Guarantee.

The bidders/successful bidders are requested to advise the Bank Guarantee issuing bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original bank guarantee in Oil's tender issuing office:

The bank guarantee issued by the bank must be routed through SFMS platform as per following details:

(i) "MT 760 / MT 760 COV for issuance of bank guarantee.

(ii) "MT 760 / MT 767 COV for amendment of bank guarantee

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Jodhpur Branch, IFS Code - UTIB0000057, Swift Code:-

**AXISINBB057 Branch Address - AXIS Bank Ltd, Prince Tower, Near Jaljog Circle,
Residency Road, Jodhpur- 342003.**

NOTE:

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

Yours Faithfully

Sd-

(DAYA SHANKAR)
Sr. MATERIALS MANAGER
FOR CGM-SERVICES



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

Oil India Limited (RP)
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Fax: 0291-2727050
Email: daya_shankar@oilindia.in
erp_mm@oilindia.in

ANNEXURE-IA

Tender No. & Date : SJI0557P19

Bidding Type : Single stage Two Bid

Bid Closing on : As mentioned in e-portal

Bid Opening on : As mentioned in e-portal

OIL INDIA LIMITED (Rajasthan Project) invites Indigenous Bids for items detailed below:

TECHNICAL SPECIFICATIONS WITH QUANTITY:

| <u>SL. NO.</u> <u>MAT.</u> <u>CODE</u> | MATERIAL DESCRIPTION | QUANTITY | UOM |
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| 10 OC000573 | <p>37.37 kls capacity, 7500 mm X 2500 mm X 2150 mm rectangular crude oil storage tank out of 6 mm thick IS:226 M.S plates with roof suitably skid mounted with all welded on structure along with heating coils.</p> <p>The tank should have the following:</p> <p>a) Both inlet & outlet of the tank shall be extended to 12 inch by suitably supported spacer spools from tank wall and the openings shall be of flanged end connection (as per ANSI B16.5).</p> <p>b) A dip hatch of 3 inch dia with suitable opening / closing facility shall be provided at the center of the rectangular manhole cover (tank top). An additional MS plate of size 8-inch x 8-inch x 6 mm shall be welded to the tank bottom plate, where the dip bob will hit during dipping. A dip stick has to be provided (made of steel) with a handle and properly calibrated as per the depth/height of the tank.</p> <p>c) The tanks shall be complete with API 600 x 150 class gate valves with companion flanges and stud & bolts for inlet and outlet of the tanks. The valves shall be supplied from any one of the following make: M/s AIL, M/s L&T, M/s LACIER Industries</p> <p>d) Proper calibration marking should be there in the</p> | 8 | NO |

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| | <p>outside of the tank.</p> <p>e) Bidder has to design a suitable heating coil of size not smaller than 1 1/2" across the breadth of the tank. The inlet of the coil has to be provided with a 2" size (900 class) IBR Valve (Press Max: 150 kg/cm², Temp: 300 deg C) with a reducer to connect to the coil. A NON RETURN VALVE needs to be provided at the inlet. Also a valve of 1 1/2" needs to be provided of 900 class at the outlet of the coil. All valves and fittings has to be IBR approved. Also all welding jobs in the coil needs to be undertaken by an IBR Approved welder.</p> <p>Steam will be injected at around 150 kg/cm² and at 300 DEG C. So all valves and fittings along with coil should be able to withstand high pressure and temperature.</p> <p>Welding Procedure: All welding procedure should be followed as per standard norms & done by certified welder in the tank. However, all welding s in coil has to be done by IBR welder only. All welding electrodes should be as per IS: 814. There should be minimum 3(three) layers of welding & all welds should be visually inspected / examined. The critical welds should be subjected to radiography test, magnetic particle test and dye penetration test. Necessary test certificate must be shown at the time of inspection & provided along with dispatch documents.</p> <p>2.0 Surface Preparation: After completion of all fabrication jobs, the surface preparation should be carried as follows:</p> <p>i. All welds should be made free of slag, slag inclusion, pinholes, spatters etc. Scrapping & Wire brushing should be carried out on all steelworks after removing all oil & grease deposit if any using approved degreasing agent & solvent.</p> <p>ii. Sand blast cleaning should be carried out in a controlled blasting shop & not during inclement weather conditions.</p> <p>iii. The air used during blast cleaning & after cleaning should be dry & free from moisture & all oil contamination.</p> <p>iv. All sand blast cleaned surfaces should be coated with the prescribed primer within 4(four) hours of blasting.</p> <p>v. The coil has to be tested at a pressure 1.5 times the working pressure.</p> | | |
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| | <p>3.0 Painting:</p> <p>i. 2(two) coats of inorganic zinc primer of 70-80 micron DFT should be applied all over the tank, skid, ladder etc.</p> <p>ii. 2(two) coats of Synthetic Enamel paint of 90-100 micron DFT of Grey colour should be applied on the inner & outer tank wall surface, ladder, connections etc.</p> <p>iii. 2(two) coats of Synthetic Enamel paint of 90-100 micron DFT of Black colour should be applied on the Skid of the tank.</p> <p>iv. Synthetic Enamel paint should be of make Berger, ICI, Nerolac, Shalimar etc.</p> <p>v. SKID: Skid shall be painted with surface resistant high solids, high build, fast drying, polyamide cured epoxy mastic coating designed to protect steel.</p> <p>4.0 Inspection of Tank:</p> <p>a. Third party inspection: The materials shall be inspected by any of OIL's approved third party inspection agency (viz. m/s Lloyds or m/s Bureau VERITAS or m/s Rites or m/s DNV or m/s IRS only) covering the following aspects to ensure conformance to IS: 2062 / 226 standard (latest edition).</p> <ul style="list-style-type: none"> - Metallurgy - Welding - Anticorrosive Painting - ND testing - Dimensions - Hydro test - All these scope of inspection to be included in the QAP / ITP (quality assurance plan or inspection test plan) which is to be submitted by the manufacture and to be approved by OIL as well as the concerned TPI agency. - Necessary supporting test certificates from reputed test house/laboratory shall be submitted to the third party inspector for verification. The verified test certificates shall be supplied to OIL in original. Tanks without test certificates shall not be accepted by oil. Third party inspection report shall be supplied along with the materials; failing which materials shall not be accepted by oil. - The TPI charges shall be quoted separately. <p>b. OIL reserves the right to depute oil's engineer for inspection with following scopes and the supplier has to arrange for the same accordingly by informing at least 15 days in advance. However, inspection by OIL's engineer will remain at its discretion.</p> <p>i. Raw Material inspection prior to starting of fabrication</p> | | |
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| | <p>job.</p> <p>ii. Any time during fabrication of skid & body but prior to tank top fabrication job.</p> <p>iii. Any time between completion of entire fabrication job & ready for hydraulic testing.</p> <p>All the tanks should be hydraulically tested for 24hrs & this will be witnessed by the OIL's representative during the inspection. Surface preparation followed by painting should be started after successful hydraulic testing & getting clearance from the OIL's inspector.</p> <p>iv. Any time after blasting but prior to painting.</p> <p>v. Any time during painting.</p> <p>OIL reserve the right to have more stage inspections if required on & above the inspection clauses mentioned above.</p> <p>5.0 Others:</p> <p>i. Bidder must design the tank as per OIL's requirement and provide detail design & drawing of the tank offered along with dimensions, accessories, connections, material specifications etc. as per NIT requirement. The drawing must be submitted along with the offer for technical scrutiny. Approved drawing will be provided along with the P.O.</p> <p>ii. Bidder must confirm that all components of the tank should be new, unused & free from all defects.</p> <p>iii. The tank must be embossed with the followings:</p> <p>a) Purchase order no.</p> <p>b) Manufactured for Production-oil, OIL.</p> <p>c) Manufacturer's name</p> <p>d) Capacity of tanks.</p> <p>e) Serial no. of tank</p> <p>iv. The bidder must confirm that all MS plates and angles required for fabrication of the tank shall conform to IS: 226.</p> <p>v. Bid should be complete in all respects covering entire scope of job/supply and should conform to the technical specifications indicated in the bid document duly supported with technical catalogues/literatures, wherever applicable. Incomplete and non-conforming bids will be liable for rejection.</p> <p>6.0. Documentation:</p> <p>Vendor to furnish the following documents with the supply:</p> <p>a) Test certificates for all materials used.</p> <p>b) Guarantee certificate for satisfactory performance of the tanks for a period of 24 months from the date of commissioning. Any discrepancy that may occur during this period must be attended and rectified / replaced by the supplier at site of installation at their own arrangement and cost taking all necessary safety</p> | | |
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| | measures practiced in Oil India Limited. | | |
| | 7.0 DELIVERY: The delivery required against this tender is maximum 16 (sixteen) weeks for all the items from the date of placement of order. | | |

Note:

Above skid mounted 37.37 kls capacity, 7500 mm x 2500 mm x 2150 mm rectangular crude oil storage tank out of 6 mm thick IS: 226 ms plates with roof suitably skid mounted with all welded on structure and complete with manholes, ladder and other accessories are to be fabricated and supplied as per details shown in drg. no. OIL/2984/C and along with above specification. Bidders are advised to submit their offer in line with the details shown in drg. no. OIL/2984/C along with above specification.

AA. Special Terms & Conditions:

1.0 DELIVERY:

- a) Delivery will be essence of the supply. Bidders are to quote their best delivery. Since the tanks are urgently required, hence delivery required against this tender is maximum 16 (sixteen) weeks for all the items from the date of placement of order.
- b) Tanks shall be delivered at Baghewala or its nearby area (within 300 km road distance from Jodhpur).

2.0 Special requirement for Technical Evaluation:

- a. All requisite product catalogue / brochure must be submitted along with the offer.
- b. Comment on all NIT point shall be given categorically (point wise). General comment like "agreed to all point of the NIT" etc. shall not be entertained during the evaluation.
- c. The bidder must provide the detail drawing of the tank with dimensions, material, accessories, arrangement etc for technical scrutiny.

BB. The bids conforming to the specifications, terms & conditions stipulated in the tender and considered to be responsive after subjecting to the Technical and Financial criteria will be considered for further evaluation as given below:

1.0 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amount in words shall prevail and will be adopted for evaluation.

2.0 To ascertain the substantial responsiveness of the bid, OIL reserves the right to ask the bidder for clarification in respect of clauses covered in **Technical and Financial criteria** also and such clarifications fulfilling the **Technical and Financial criteria** clauses in total must be received on or before the deadline given by the company, failing which the offer will be summarily rejected.

CC. STANDARD NOTES:

- 1.0 Materials to be supplied hereunder shall be new, unused, of recent make, of best quality & workmanship and shall be guaranteed by the seller 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 supplier at the supplier's expense at no extra cost to OIL.
- 2.0 Bidders are to quote for Unit Material value, Packing/Forwarding Charges, Taxes & Duties as applicable, Transportation charges upto Baghewala or its nearby area (within 300 km road distance from Jodhpur, Rajasthan), Insurance Charges, Payment Terms, **Best Delivery Period but maximum up to 16 weeks from placement of Order**, Net. & Gross Weight etc. in their offer.
- 3.0 For order with F.O.R. Destination term, 100% payment against dispatch document will not be entertained. In this regards please refer payment terms in ANNEXURE - MM/LOCAL/E-01/2005. Bidders are advised to take note of this while mentioning payment term.
- 4.0 The prices offered will have to be firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and rejected.
- 5.0 Other terms and conditions of the enquiry shall be as per General Terms and Conditions for Global E-Tender vide MM/LOCAL/E-01/2005. However, if any of the Clauses of this tender document contradict the Clauses of the booklet MM/LOCAL/E-01/2005 elsewhere, those in this tender document shall prevail.

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Annexure-XII

INTEGRITY PACT

Between

Oil India Limited (OIL) hereinafter referred to as "The Principal"

And

(Name of the bidder).....hereinafter referred to as "The Bidder/Contractor"

Preamble :

The Principal intends to award, under laid down organizational procedures, contract/s for Tender No. SJI0557P19. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organisation "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
 3. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder/Contractor

- (1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future Contracts

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
 2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
 3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
1. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 - Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.
3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 - Previous transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders/Contractor/Subcontractors

1. The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidders/Contractors/ Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 - External Independent Monitor/Monitors (three in number depending on the size of the contract) (to be decided by the Chairperson of the Principal)

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

Section 10 - Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

DAYA SHANKAR
Sr. MATERIALS MANAGER

For the Principal

For the Bidder/Contractor

Place. JODHPUR.

Witness 1 :

Date 19.09.2017 .

Witness 2 :

| Bidders Response sheets for Indian Bidders | |
|---|--|
| Tender No: SJI0557P19 | |
| Name of the Bidder | |
| Currency of Quot | |
| Place of Despatch (Ex- Works) | |
| Total Weight of Quoted Items | |
| Total Volume of Quoted Items | |
| | |
| Details of Lisioning Agent, if any | |
| | |
| | Indicate "Quoted" or "Not Quoted" |
| Validity of the Bid | |
| Delivery Period Quoted in Weeks from Placement of Order | Maximum up to 16 weeks from placement of Order |
| Payment Term | |

ANNEXURE - GGG

**(TO BE FILLED UP BY ALL THE VENDOR IN THEIR OWN LETER HEAD)
(ALL FIELDS ARE MANDATORY)**

Tender No. : SJI0557P19
Name of Beneficiary
:M/s.....
Vendor Code:.....
Address:.....
.....
Phone No. (Land Line):.....
Mobile No.:.....
E-mail address:.....
Bank Account No. (Minimum Eleven Digit No.):.....
Bank Name:.....
Branch :.....
Complete Address of your:.....
Bank:.....
IFSC Code of your Bank
a) RTGS:.....
b) NEFT:.....
PAN:.....
GSTIN :.....
Provident Fund Registration:.....

I/We confirm and agree that all payments due to me/us from Oil India Limited can be remitted to our above mentioned account directly and we shall not hold Oil India Limited responsible if the amount due from Oil India Limited is remitted to wrong account due to incorrect details furnished by us.

.....

Office Seal

Signature of Vendor

Counter Signed by Banker:
Seal of Bank:

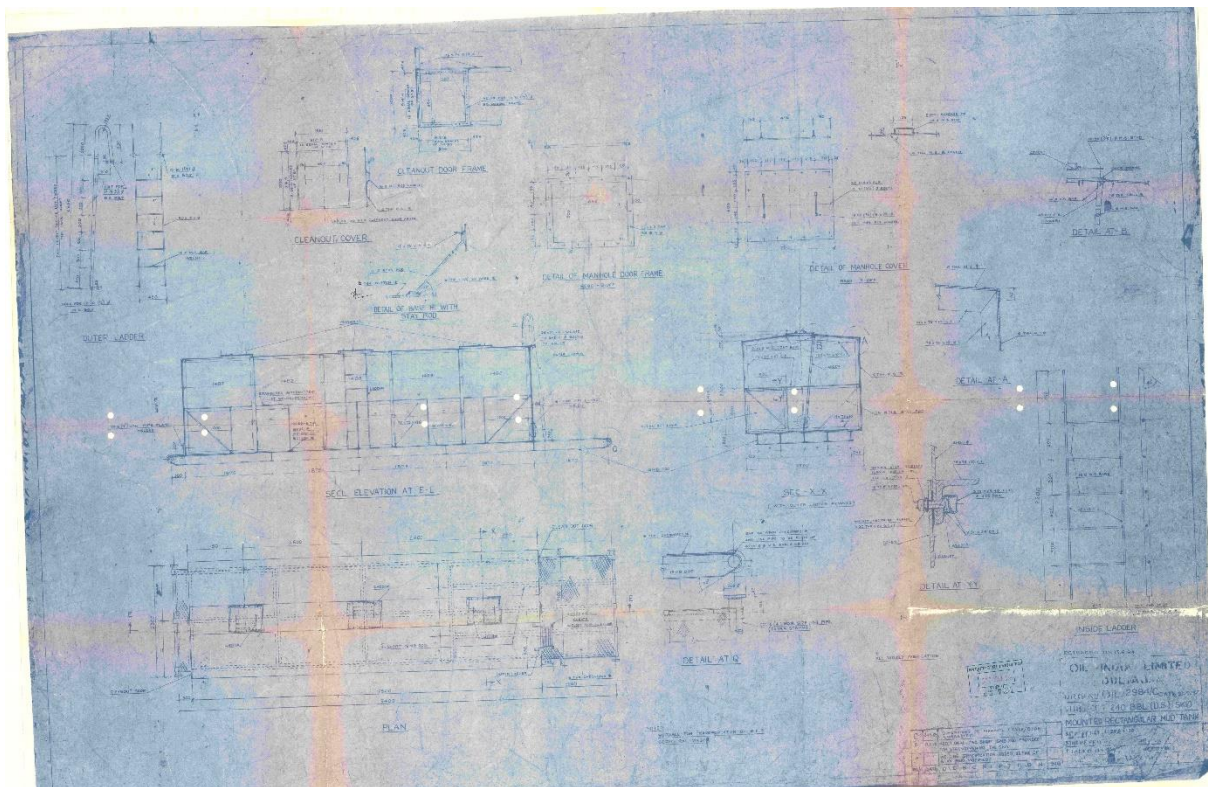
Enclosure: Self attested photocopies of the following documents-

- 1) PAN Card
- 2) GSTIN
- 3) Provident Registration Certificate
- 4) Cancelled cheque of the bank account mentioned above (in original).
- 5) Bank Statement not older than 15 days on the date of submission.

Technical Bid Checklist

Annexure- EEE

| SL. NO. | BEC / TENDER REQUIREMENTS | Compliance by Bidder | |
|---------|---|---|--|
| | | Indicate 'Confirmed' / 'Not Confirmed' / Not applicable | Indicate Corresponding page ref. of unpriced bid or Comments |
| 1 | Bidder to confirm that he has not taken any exception/deviations to the bid document . | | |
| 2 | Confirm that the product offered strictly conform to the technical specifications. | | |
| 3 | Confirm that the Offer has been made with Bid Bond / Bank Guarantee / Earnest Money along with the offer (Wherever Applicable) ? | | |
| 4 | Confirm unconditional validity of the bid for 120 days from the date of opening of techno-commercial bid. | | |
| 5 | Confirm that the prices offered are firm and / or without any qualifications? | | |
| 6 | Confirm that all relevant fields in the on-line bidding format been filled in by the bidders for the items quoted by them. | | |
| 7 | Confirm that the price bid is in conformity with OIL's price bidding format ? | | |
| 8 | Confirm that the Bid comply with all the terms & conditions ? | | |
| 9 | Confirm that the offers and all attached documents are digitally signed using digital signatures issued by an acceptable Certifying Authority (CA) as per Indian IT Act 2000. | | |
| 10 | Confirm that you have submitted the duly signed integrity pact document (wherever applicable) | | |
| 11 | Confirm that you have shall submit performance bank guarantee as per NIT in the event of placement of order on you (wherever applicable) | | |
| 12 | Confirm that you have submitted documents as per General qualification criteria | | |



Drawing

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

**TO BE ISSUED BY PRACTISING CHARTERED ACCOUNTANTS' FIRM ON THEIR
LETTER HEAD**

TO WHOM IT MAY CONCERN

This is to certify that the following financial positions extracted from the audited financial statements of M/s..... (Name of the Bidder) for the last three (3) completed accounting years up to..... **(As the case may be)** are correct.

| YEAR | TURN OVER In INR (Rs.) Crores | NET WORTH In INR (Rs.) Crores |
|-------------|---|---|
| | | |
| | | |
| | | |

Place:

Date:

Seal:

Membership No.:

Registration Code:

GOODS AND SERVICES TAX

Provision of Clause No. 6.3 & 6.4 of document no MM/LOCAL/E-01/2005(Revised in May 2016) stands deleted and replaced with the following:

1. "GST" shall mean Goods and Services Tax charged on the supply of material(s) and services. The term "GST" shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as "IGST") or Central Goods and Services Tax (hereinafter referred to as "CGST") or State Goods and Services Tax (hereinafter referred to as "SGST") or Union Territory Goods and Services Tax (hereinafter referred to as "UTGST") depending upon the import / interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.
2. The quoted price shall be deemed to be inclusive of all taxes and duties except "Goods and Services Tax" (hereinafter called GST) (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and GST compensation Cess if applicable).
3. Contractor/vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL (Oil India Limited)/client. In the event that the contractor / vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules thereunder, OIL/client shall not be liable to make any payment on account of GST against such invoice.
4. GST shall be paid against receipt of tax invoice and proof of payment of GST to government. In case of non-receipt of tax invoice or non-payment of GST by the contractor/vendor, OIL shall withhold the payment of GST.
5. GST payable under reverse charge for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/vendor but will be directly deposited to the government by OIL/client.
6. Where OIL/client has the obligation to discharge GST liability under reverse charge mechanism and OIL/client has paid or is /liable to pay GST to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL/client for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OIL/client to Contractor / Supplier.
7. The Supplier shall always comply with the requirements of applicable laws and provide necessary documents as prescribed under the Rules & Regulations, as applicable from time to time. In particular, if any tax credit, refund or other benefit is denied or delayed to OIL/project owner due to any non-compliance / delayed compliance by the Supplier under the Goods & Service Tax Act (such as failure to upload the details of the sale on the GSTN portal, failure to pay GST to the Government) or due to non-furnishing or furnishing of incorrect or incomplete documents by the Supplier, the Supplier shall be liable to reimburse OIL/project owner for all such losses and other consequences including, but not limited to the tax loss, interest and penalty.
8. Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor / Vendor is denied by the tax authorities to OIL/client for reasons attributable to Contractor / Vendor, OIL/client shall be entitled to recover such amount from the Contractor / Vendor by way of adjustment from the next invoice. In addition to the amount of GST, OIL/client shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL/project owner.
9. TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.
10. The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/ concessions available under tax laws.
11. The contractor will be liable to ensure to have registered with the respective tax authorities and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.

12. In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.

13. OIL/client will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL/client is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

14. GST (GOODS & SERVICE TAX) (TRANSPORTATION CHARGES, SUPERVISION / TRAINING, SITE WORK):

The quoted Prices towards Transportation, Supervision, Training, Site Work, AMC shall be inclusive of all taxes & duties except Goods & Service Tax (GST).

Goods & Service Tax (GST) as billed by the Supplier shall be payable at actuals by Owner subject to Contractor furnishing proper tax invoice issued in accordance with Goods & Service Tax (GST) rules to enable Owner to take input tax credit as per Govt. Rules 2004 on Goods & Service Tax (GST) paid.

Goods & Service Tax (GST) shall not be payable, if the requirements as specified above are not fulfilled by the Supplier. In case of non-receipt of above, Owner shall withhold the payment of Goods & Service Tax (GST).

In case of Foreign Bidders, where foreign bidder does not have permanent establishment in India, for supervision/training services by foreign supervisor at Project Site, Goods & Service Tax (GST) shall be paid by Owner to tax authorities.

15. Documentation requirement for GST

The vendor will be under the obligation for invoicing correct tax rate of tax/duties as prescribed under the GST law to Owner/OIL, and pass on the benefits, if any, after availing input tax credit.

Any invoice issued shall contain the following particulars-

- a) Name, address and GSTIN of the supplier;
- b) Serial number of the invoice;
- c) Date of issue;
- d) Name, address and GSTIN or UIN, if registered of the recipient;
- e) Name and address of the recipient and the address of the delivery, along with the State and its code;
- f) HSN code of goods or Accounting Code of services;
- g) Description of goods or services;
- h) Quantity in case of goods and unit or Unique Quantity Code thereof;
- i) Total value of supply of goods or services or both;
- j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
- k) Rate of tax (IGST, CGST, SGST/ UTGST, cess);
- l) Amount of tax charged in respect of taxable goods or services (IGST, CGST, SGST/ UTGST, cess);
- m) Place of supply along with the name of State, in case of supply in the course of inter-state trade or commerce;
- n) Address of the delivery where the same is different from the place of supply and
- o) Signature or digital signature of the supplier or his authorised representative.

GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner-

- a) The original copy being marked as ORIGINAL FOR RECIPIENT;
- b) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
- c) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

In case of any advance given against any supplies contract, the supplier of the goods shall issue Receipt Voucher containing the details of details of advance taken along with particulars as mentioned in clause no. **.15 (a), (b), (c), (d), (g), (k), (l), (m) & (o) above.

16. GENERAL REMARKS ON TAXES & DUTIES:

In view of GST Implementation from 1st July 2017, Excise Duty, CST/VAT, Service tax, Entry Tax and other indirect taxes and duties have been submerged in GST. Accordingly reference of Excise Duty, Service Tax, VAT, Sales Tax, Entry Tax, E1/E2 Forms, and any other form of indirect tax except of GST mentioned in the bidding document shall be ignored.