



ऑयल इंडिया लिमिटेड  
(भारत सरकार का उद्यम)  
**Oil India Limited**  
(A Government of India Enterprise)

C&P Department  
(Rajasthan Fields)  
02-A, District Shopping Centre,  
Saraswati Nagar, Basni  
Jodhpur – 342 005  
Rajasthan, India.  
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**TENDER NO. SJI4642P21**

**Date: 06.07.2020**

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

Dear Sirs,

OIL invites Bids for the supply of **LIQUID NITROGEN (PURITY NOT LESS THAN 99%)** through its e-Procurement site under **Local Competitive Bidding (LCB) - Single Stage Two Bid System**. The bidding documents and other terms and conditions are available at Booklet No. MM-RP-LOCAL- E-01-2005. The prescribed Bid Forms for submission of bids are available in the tender document folder.

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

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

- |                              |   |  |
|------------------------------|---|--|
| 1. Type of Tender            | : | <b>Local Competitive Bidding (LCB)</b>   |
| 2. Type of Bidding           | : | <b>SINGLE STAGE TWO BID SYSTEM</b>   |
| 3. Tender Fee                | : | NIL  |
| 4. Bid Security Amount       | : | <b>INR 3,01,500.00</b><br><b>(Or equivalent amount in any currency)</b>  |
| 5. Performance Security      | : | <b>Applicable @10% of Order Value.</b>   |
| 6. Bid Closing /Opening Date | : | 28.07.2020   |
| 7. Bid Validity              | : | Bid should be valid for <b>120 days</b> from bid opening date.   |
| 8. Bid Bond Validity         | : | Bid Bond should be valid upto 23.02.2021<br><b>(Bid bond format has been changed. Please submit bid bond as per revised format failing which offer will be rejected)</b> |
| 9. Integrity Pact            | : | Applicable   |

**THE TENDER WILL BE GOVERNED BY:**

- "General Terms & Conditions" for e-Procurement as per Booklet No. MM-RP-LOCAL-E-01-2005 for E-procurement (LCB Tenders).
- Technical specifications, Quantity and Notes for the Tender items as per **Annexure – IA**.
- The items covered by this tender shall be used by Oil India Limited in the PEL/ML areas. Indigenous bidder shall be eligible for concessional rate of GST (for invoice valuing INR 1.00 Lakh and above or as applicable) against Essentiality Certificate wherever applicable, as per Notification No.3/2017 - Integrated/

Central Tax (Rate) dated 28th June, 2017. However, bidders are requested to quote actual rate of GST with HSN Code. In the event of order, OIL will issue Essentiality Certificate (EC), where concessional rate of GST @5% will be applicable. Supplier shall affect dispatch only on receipt of this certificate from OIL, failing which all related liabilities shall be to Supplier's account.

- d) 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-CA certificate*". The same must be submitted along with the bid.

**SPECIAL NOTE:**

- 1.0 Please note that all tender forms and supporting documents are to be submitted through OIL's e-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribed with Tender no. and due date to **GM (C&P), Oil India Limited, Rajasthan Project, 2A, Saraswati Nagar, District Shopping Centre, Basni, Jodhpur-342005, Rajasthan** on or before the Bid Closing Date mentioned in the Tender.

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

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

- 2.0 Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the NIT or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in rejection of its offer without seeking any clarifications.

- 3.0 OIL INDIA LIMITED (OIL) has upgraded its E-tender Portal. As part of the new system, the intending bidder must have Encryption Certificate along with Digital Signature Certificate (DSC) of Class III [Organization]. The date for implementation of new system is 12th April 2017 and the requirement of the new DSC will be applicable for the tenders floated on 12th April 2017 onwards. All our current and prospective esteemed bidders are therefore requested to acquire Class III DSC [Organization] along with Encryption Certificate issued by any of the Licensed Certifying Authorities (CA) operating under Controller of Certifying Authorities (CCA) of India as per Indian IT Act 2000. Guideline for getting Digital Signature and other related information are available on the e-tender website [www.oil-india.com](http://www.oil-india.com). The bid signed using any other digital certificate or digital certificate without organization name of the bidder, will be liable for rejection.

- 4.0 Encryption certificate is mandatorily required for submission of bid. In case bidder created response using one certificate (using encryption key) and bidder subsequently changes the digital signature certificate then the old certificate (used for encryption) is required in order to decrypt his encrypted response for getting the edit mode of his response. Once decryption is done, the bidder may use his new DSC certificate for uploading and submission of his offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of DSC certificate, Oil India Limited is not responsible.

- 5.0 **Two Bid System** shall be followed for this tender and only the price-bids of the bidders whose offers are commercially and technically acceptable shall be opened for further evaluation.
- 6.0 Please ensure that Technical Bid / all technical related documents related to the tender are uploaded in the Technical RFx Response. The “TECHNO-COMMERCIAL UNPRICED BID” shall contain all techno-commercial details except the prices. **No price should be quoted in techno-commercial bid. Please note that no price details should be uploaded in Technical RFx Response else offer shall be rejected.**
- 7.0 The “PRICE BID” must be strictly as per the price format provided with the e-tender portal under **“Notes & Attachment” tab.**
- 8.0 Please refer **Annexure-IB for BEC/BRC** applicable against this tender. Please ensure compliance to BEC/BRC and submit requisite documentation, failing which offer may be liable for rejection.
- 9.0 Bidders are advised to fill up the Technical bid check list and Response sheet as per given format along with the tender documents.
- 10.0 Please refer **“VENDOR USER MANUAL Rev2”** document for help on system settings and procedure to upload technical and price bids.
- 11.0 Amendments to the NIT after its issue will be published on OIL’s website only. Revision, clarification, addendum, corrigendum, time extension etc. to the tender will be hosted on OIL website only. No separate notification shall be issued in the press. Prospective bidders are requested to visit website regularly to keep themselves updated.
- 12.0 Bid must be submitted electronically only through OIL’s e-procurement portal. Bid submitted in any other form will be rejected.
- 13.0 Bidders to take special note of the following conditions:
- 13.1 Bidders without having E-tender Login ID and Password should complete their online registration at least seven (7) days prior to the scheduled bid closing date and time of the tender. For online registration, Bidder may visit the OIL’s E-tender site <https://etender.srm.oilindia.in/irj/portal>
- 13.2 Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.
- 13.3 The bidder claiming as MSE status (MSE-General, MSE-SC/ST, MSE - Woman) against this tender has to submit valid “Udyam Registration No” ( URN) as per Gazette notification no CG-DL-E-26062020-220191 dated 26.06.2020 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES and the notification is attached herewith vide Annexure-xxx. The existing enterprises registered under EM- Part-II or UAM till 30<sup>th</sup> June, 2020, shall continue to be valid only for a period up to the 31<sup>st</sup> day of March, 2021.**

**AMENDMENT OF EXISTING CLAUSE : ( TO BE VAILD TILL 31.03.2021)**

**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/ Woman Entrepreneurs should also be enclosed.**

**The turnover related figures of the bidders claiming as MSE bidders as mentioned above shall be considered based on Bidders self-declarations to be submitted with their bid as per new gazette notification no. CG-DL-E-26062020-220191 dated 26.06.2020. However, in case of any intentional misrepresents or attempts to suppress facts in the self-declaration, the bidder shall be liable to penalty as specified under section 27 of the Act.**

13.4 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.

13.5 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.

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

14.0 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.

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

**16.0** For convenience of the qualified Bidders and to improve transparency, the rates/costs quoted by bidders against OIL's e-tenders shall be available for online viewing by such Bidders whose price bids are opened by Company. A

Bidder can view item-wise rates/ costs of all other such peer bidders against the tender immediately after price bid opening, if the e-tender is floated by Company with PRICE CONDITION. In case the Price-Bid is invited by Company through attachment form under "Notes & Attachment" (i.e., NO PRICE Condition), Bidders must upload their detailed Price-Bid as per the prescribed format under "Notes & Attachment", in addition to filling up the "Total Bid Value" Tab taking into account the cost of all individual line items and other applicable charges like freight, tax, duties, levies etc. Under NO PRICE Condition (i.e., Price Bid in attachment form), the "Total Bid Value" as calculated & quoted by the Bidder shall only be shared amongst the eligible bidders and Company will not assume any responsibility whatsoever towards calculation errors/ omissions therein, if any. Notwithstanding to sharing the "Total Bid Value" or the same is whether filled up by the Bidder or not, Company will evaluate the cost details to ascertain the inter-se-ranking of bidders strictly as per the uploaded attachment and Bid Evaluation Criteria only. Online view of prices as above shall be available to the Bidders only upto seven days from the date of Price-Bid opening of the tender.

- 17.0** In case a Startup [defined as per Ministry of Commerce and Industry (Department of Industrial Policy and Promotion, DIPP) latest notification]/ MSE is interested in supplying the tendered item but does not meet the Pre-Qualifying Criteria (PQC)/ Proven Track Record (PTR) indicated in the tender document, the Startup/MSE is requested to write a detailed proposal separately, and not against the present tender requirement, to the tender issuing authority about its product. Such proposals shall be accompanied by relevant documents in support of MSE (where applicable) or in case of Startup, following documents shall be given: 1. Certificate of Recognition issued by the Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India. 2. Certificate of incorporation. 3. Audited Profit & Loss (P&L) Statement of all the Financial Years since incorporation. In case where the Balance sheet has not been prepared, bidder shall submit a certificate in original from its CEO/CFO stating the turnover of the bidding entity separately for each Financial Years since incorporation along with a declaration stating the reason for not furnishing the audited P&L Statement. This certificate shall be endorsed by a Chartered Accountant/Statutory Auditor. The Proposal shall be examined by OIL and OIL may consider inviting a detailed offer from the Startup/MSE with the intent to place a TRIAL or TEST Order, provided the Startup/MSE meets the Quality and Technical Specifications. In case the Startup/MSE is successful in the Trial Order, the vendor shall be considered for PQC exemption/relaxation (as the case may be) for the next tender for such item till the time it remains a Startup/MSE.

Yours faithfully,

OIL INDIA LIMITED

Sd/-

(A. D. SINGH)  
Manager (C&P)

Rajasthan Fields, Jodhpur, Rajasthan

**Tender No. & Date : SJI4642P21 06.07.2020**

Tender Fee : INR 0.00  
 Bid Security Amount : INR 301,500.00

**Bidding Type : Two Bid**

Bid Closing On : 28.07.2020 at 11:00 hrs. (IST)  
 Bid Opening On : 28.07.2020 at 15:00 hrs. (IST)

Performance Guarantee : Applicable@10% order value

OIL INDIA LIMITED invites Press tenders for items detailed below:

Item No./ Mat. Code	Material Description	Quantity	UOM
<b>10</b> 99044187	LIQUID NITROGEN of purity not less than 99%	568	M3

**Standard Notes:** 1) The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The bidder has to submit both the "TECHNO-COMMERCIAL UNPRICED BID" and "PRICED BID" bid through electronic form in the OIL's e- Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The "TECHNO-COMMERCIAL UNPRICED BID" is to be submitted as per Scope of Work & Technical Specification of the tender. Upload the same in the Technical RFx Response-> User -> Technical Bid. Please go through the help document in details before uploading the document and ensure uploading of technical bid in the Technical RFx Response-> User -> Technical Bid only and **"PRICED BID" as per the Price Bid format under "NOTES & ATTACHMENT" tab.**

2) In Technical Bid opening, only Technical Rfx will be opened. Therefore, the bidder should ensure that "TECHNO-COMMERCIAL UNPRICED BID" should contain details as mentioned in the technical specifications as well as BEC/ BRC and upload the same in the Technical RFx Response-> User -> Technical Bid. **No price should be given in above Technical Rfx otherwise the offer will be rejected.** Please go through the help document in details before uploading the document and ensure uploading of technical bid in the Technical RFx Response-> User -> Technical Bid only. The "PRICE BID" must contain the price schedule and the bidder's commercial terms and conditions. **The prices of the items should be quoted as per the price bid format under the "NOTES & ATTACHMENT"**

3) PRICED BIDS OF ONLY THOSE BIDDERS WILL BE OPENED WHOSE OFFERS ARE FOUND TO BE TECHNO-COMMERCIALLY ACCEPTABLE.

4) All the Bids must be Digitally Signed using "Class 3" digital certificate (e-commerce application) only as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. The bid signed using other than "Class 3" digital certificate, will be liable for rejection.

5) **Bid should be valid for minimum 120 days from bid opening date, failing which offer shall be rejected.**

6) The original bid security (Amount is mentioned above and also in Rfx Parameters of the tender in OIL's e-portal) should reach us 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

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the Bid Bond should attach documentary evidence in the Technical RFx Response as per clause 9.8 of Section A General Terms and conditions for Local Tender (MM/RP/LOCAL/E-01/2005). Only payments through online mode or Submission of Bank Guarantee/LC will be acceptable. No DD/Cheques/Cashier Cheque or any other mode will be acceptable.

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 Bid security to OIL's order/contract issuing office or upload the same on OIL's e-tender portal.

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"

7) 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/RP/LOCAL/E-01/2005).

Bidders are requested to advise the Bank Guarantee issuing bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original Performance Bank Guarantee to OIL's order/contract issuing office.

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

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

The above message / intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Jodhpur Branch, IFS Code - UTIB0000057; Swift Code: AXISINBB057. Branch Address - AXIS Bank Ltd, Prince Tower, Near Jaljog Circle, Residency Road, Jodhpur - 342003"

8) Bidders to note that Govt. of India under Micro, Small and Medium Enterprises Development (MSMED) Act 2006, has proclaimed the Public Procurement Policy, 2012 with effect from 1st April, 2012 in respect of procurement of goods and services, produced and provided by micro and small enterprises, by its Ministries, Departments and Public Sector Undertakings for promotion and development of Micro and Small Enterprises. A new Clause on applicability of Public Procurement Policy for procurement of goods from Micro and Small Enterprises(MSE) in the tender is furnished vide General Terms and Conditions for Local Tender (MM/RP/LOCAL/E-01/2005). Bidders are requested to take note of the same and to submit their offers accordingly.

9) To ascertain the substantial responsiveness of the bid OIL reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be summarily rejected.

10) Bidder's response to all NIT stipulations shall clearly be defined. Bidder shall furnish specific details/specifications of all major components, systems with Make & Model, etc. Generalised response like - 'As per NIT Specifications/Technical Leaflet', 'Noted', 'Accepted' or in any similar fashion is not acceptable.

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

**12) Price should be maintained as per the price format under " NOTES & ATTACHMENT" tab only. The price quoted in the as per the price format under " NOTES & ATTACHMENT" tab will only be considered.**

13) 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>.

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

13) 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.

15) 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.

16) For availing benefits under Public Procurement Policy (Purchase preference & EMD exemption), the interested MSE Bidders must ensure that they are the manufacturer 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.

**17) Purchase preference policy (linked with Local Content) (PP-LC):** Purchase Preference on Local Content is applicable against this tender. This tender will be governed by the Purchase preference policy (linked with Local Content) (PP-LC) of Ministry of Petroleum & Natural Gas, Government of India. Indian Bidders are advised to refer notification no. O-27011/44/2016-ONG-II/FP dtd. 25.04.2017 and subsequent amendments, if any, and submit the necessary documents, declaration, undertaking etc. as per the policy guidelines along with their bid. As per the PP-LC policy, 50% of the tendered quantity would be awarded to the lowest techno-commercially qualified LC (Local Content) manufacturer / supplier which are within the price band of 10% of the L1, subject to matching the L1 price. Bidders seeking Purchase preference (linked with Local Content) (PP-LC) shall be required to meet / exceed the target of Local Content (LC) as per values furnished vide original notification of the policy and subsequent amendments applicable as on the bid closing date. The remaining quantity will be awarded to L1 (i.e. Non-Local Content (NLC) manufacturer / supplier not meeting prescribed LC criteria). In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs-Order 2012, then the bidders should categorically seek benefits against only



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one of the two policies i.e. either PP-LC or MSE policy. If a bidder seeks EMD exemption under the MSE policy, then it shall be considered that the bidder has sought benefit against the MSE policy and this option once exercised cannot be modified subsequently. Evaluation of bids with reference to PP-LC policy shall be done by OIL based on the documents submitted by the bidder. OIL shall not be responsible for any incorrect/incomplete submission of documents by bidder leading to non-compliance to PP-LC policy and denial of benefits under the policy.

**18) BG CONFIRMATION:**

Please advise the Bank Guarantee issuing bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original Bank Guarantee to OIL's order/contract issuing office.

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

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

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

The above message / intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Jodhpur Branch, IFS Code - UTIB0000057; Swift Code: AXISINBB057. Branch Address - AXIS Bank Ltd, Prince Tower, Near Jaljog Circle, Residency Road, Jodhpur - 342003.

19) The **Integrity Pact** is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide Annexure -XII of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit Integrity Pact with the offer, their bid shall be rejected straightway.

OIL's Independent External Monitors at present are as under:

SHRI SUTANU BEHURIA, IAS (Retd.),  
E-mail: sutanu2911@gmail.com

SHRI JAGMOHAN GARG,  
Ex-Vigilance Commissioner, CVC  
e-Mail id : jagmohan.garg@gmail.com

Shri RUDHRA GANGADHARAN, IAS (Retd.),  
Ex-Secretary, Ministry of Agriculture  
(e-mail id : rudhra.gangadharan@gmail.com)

**Special Notes : 1) DELIVERY: SUPPLY TO BE MADE "AS AND WHEN REQUIRED" BASIS. The successful bidders shall have to ensure that the supply is made positively within 7 days of receipt of the notice from OIL. however, in case of operational exigency, the bidder shall supply within 24 hours of receipt of notice from OIL. Generally, the notice for supply shall be given by OIL's representative over telephone/e-mail. Supply notice shall be issued in gallons considering the conversion as 1 lac gallons =378.54 m3.**

**2) This tender has been floated for supply of Liquid Nitrogen (Purity not less than 99%) for Well Servicing/Well activation on Call out basis for period of 02 years with the provision of extension of another six (06) months OR PART THEREOF AT THE SAME RATES, TREMS & CONDITIONS. RATE SHOULD BE VALID FOR 2 YEARS FROM THE DATE OF PLACEMENT**

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**OF ORDER.**

- 3) The successful bidder shall ensure uninterrupted supply of liquid nitrogen as and when required by OIL.
- 4) Purity of Liquid Nitrogen shall be the essence of the supply contract and OIL shall have the right not to accept any supply with purity less than 99%. The bidder shall have the facilities for testing of Liquid Nitrogen as per International standards at their premises and agree for inspection by OIL officials or by any other agency nominated by OIL if desires so.
- 5) The bidder shall submit an undertaking, in original, that their capacity is adequate to cover the quantity offered to OIL against the tender in addition to their other commitment. In case the bidder is not a manufacturer, then the bidder shall provide a certificate from the concerned manufacturer.
- 6) The successful bidder will have to make his own arrangements to supply the Liquid Nitrogen through suitable cryogenic road tankers and to unload in OIL's trailer mounted transport unit/ NPU/ any other storage facilities at the well sites/ locations, within OIL's operational areas in Rajasthan (most of the OIL's wells are located in Baghewala and Dandewala in Jaisalmer district). Dandewala is situated at a distance of about 180 Kms from Jaisalmer, towards Ramgarh and Tanot. And Baghewala is at a distance of around 200 km from Jaisalmer and 260 km from Jodhpur towards, Phalodi. However, OIL may ask the successful bidder to supply the materials to any other locations within its operational area in Rajasthan.
- 7) OIL will allow the tankers to be weighed outside in Govt. Authorized weigh bridges in order to meet the operational requirements. After the award of the contract, the successful bidders shall submit to OIL a list of at least 3 (three) Govt. authorized weigh bridges located one each in Jaisalmer, Phalodi and Barmer for the same.
- 8) The requirement of liquid nitrogen will be made through a notice via mail or telephone and the selected bidder must supply as per OIL's operational requirement.
- 9) Payment will be made against bills for the actual quantities received by OIL against each supply as per the weight report of the govt. authorized weigh bridges as mentioned in point 7 above.
- 10) The unloading of N2 in OIL's storage facilities will be done by the supplier. However, OIL may provide assistance for the same.
- 11) The successful bidder must comply with all the HSE guidelines as per the prevailing Oil and Gas industry practices for transportation, loading, unloading etc. jobs.

**BID EVALUATION CRITERIA (BEC)/BID REJECTION CRITERIA(BRC)**

<b>(TO BE FILLED IN BY BIDDER DULY SIGNED)</b>		
<b>BID EVALUATION CRITERIA (BEC)/BID REJECTION CRITERIA(BRC)</b>		
<b>Clause Number DESCRIPTION</b>	<b>BIDDER'S RESPONSE (Complied / Not Complied / Deviation / Not Applicable)</b>	<b>TO BE FILLED BY THE BIDDER</b>  <b>Relevant Location of their Bid to support the remarks / compliance</b>  <b>(Reference of Document name / Serial number / Page number of bid for documentary evidence)</b>
In addition to the General Terms and Conditions for Local Tender MM/RP/LOCAL/E-01/2005, the following BEC / BRC criteria will be applicable against this tender:  The bids shall conform to the specifications, terms and conditions given in the tender. Bids shall be rejected in case the item(s) offered do not conform to technical specifications and to the respective international / national standards wherever stipulated.  Notwithstanding the general conformity of the bids to the stipulated specifications, and terms & 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. All the documents related to BEC / BRC must be submitted along with the technical bid.		
<b>A) BID REJECTION CRITERIA:</b>		
<b>A.1) TECHNICAL:</b> Bidder must meet the following criteria failing which the bid shall be rejected.		

<b>1.0 BIDDER'S QUALIFICATION:</b>		
1.1 The bidder shall be an Original Manufacturer (OM) of <b>Liquid Nitrogen</b> or shall be an authorized agent / dealer / distributor/supply house of an Original Manufacturer of the <b>Liquid Nitrogen</b> .		
1.2 In case the bidder is an authorized agent / dealer / distributor/supply house of an Original Manufacturer of the Liquid Nitrogen, a valid copy of authorization letter/ dealership certificate categorically guaranteeing supply of quality materials and timely execution in the event of an order by OIL from the principal (OM) shall be submitted along with the technical bid. The authorization certificate should be valid at the time of bidding and should remain valid during the entire execution period of the order.		
1.3 The Bidder shall confirm that there will be no change in OM after submission of bid. The bid shall be rejected in case of any change of the proposed Original Manufacturer after submission of the bid.		
1.4 Original Manufacturer quoting through authorized dealer is not allowed to quote separately/independently against this tender and the bid from such Original Manufacturer will be rejected.		
<b>2.0 EXPERIENCE:</b>		
<b>2.1 IN CASE THE BIDDER IS AN ORIGINAL MANUFACTURER</b> of the tendered item(s), The bidder shall comply to the following clauses:		
a) The bidder shall have experience of successful execution of <b>at least one (01) order</b> for <b>minimum 142 M3</b> of <b>Liquid Nitrogen</b> during last 5 years preceding the original bid closing date of the tender, to any Oil & Gas Industry or E&P company or service provider to an E & P company, either by themselves or through their agent/dealer/distributor/stockiest/supply house. Documentary evidence in this regard must be submitted as stipulated in para 2.3.		

2.2 In case the bidder an <b>Authorized Agent/Dealer/ Distributor/Supply House:</b> The bidder shall comply to the following clauses:		
a) The OM (principal) shall fulfill the experience criteria mentioned in clause 2.1(a) mentioned above. Documentary evidence in this regard must be submitted as stipulated in para 2.3.		
b) Additionally, the bidder himself shall have experience of successful execution of <b>atleast one (01) order</b> for <b>minimum 142 M3</b> of <b>Liquid Nitrogen</b> during last 5 years preceding the original bid closing date of the tender, to any Oil & Gas Industry or E&P company or service provider to an E & P company either from same OM or from any other OM. Documentary evidence in this regard must be submitted as stipulated in para 2.3.		
<p>2.3 Copy(ies) of documents to be enclosed in support of the supply experience as in 2.1 (a), 2.2 (a) &amp; 2.2 (b):</p> <p>(a) Purchase Order(s) / Contract document(s), and  (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"> <li>• Signed and sealed Completion report/performance certificate from the clients (on letterhead of issuing authority).</li> <li>• Consignee delivery receipt / challan</li> <li>• Central Excise Gate Pass / Tax Invoice issued under relevant rules of Central Excise / Vat / GST.</li> <li>• Bill of Lading/ Commercial Invoice / Payment Invoice.</li> <li>• Any other documentary evidence that can substantiate the successful execution of each of the Purchase Orders / Contracts cited above.</li> </ul>		

**NOTES:**

- [i] The Purchase Orders/contracts date need not be within 5 (five) years preceding original bid closing date of this tender. However, the execution of supply must be within 5 (five) years preceding the original bid closing date of this tender.
- [ii] In the event of any extension to the bid closing date of the tender, the original scheduled bid closing date shall be considered for evaluation of BRC clauses.
- [iii] Against all supporting documents submitted by the bidder alongwith the technical bid, originals must be kept ready and to be produced for verification of OIL, if called for.
- [iv] Satisfactory supply/completion/installation report (if submitted) should be issued on client's official letterhead with signature and stamp.
- [v] E&P company means Exploration & production company who is engaged in exploration & production of hydrocarbon (crude oil & natural gas).
- [vi] The service provider to an E&P company shall mean a company, who has procured the item shown in the experience credential submitted and has provided service by utilizing the equipment by himself to an E&P company or has installed & commissioned the item by himself in oilfield of an E&P company.
- [vii] In case experience credential is submitted for past supply to a service provider to an Exploration & production (E&P) company, a declaration from the service provider is required to be submitted stating the name and address of the E&P company for which the item mentioned in the experience credential has been utilized for providing the service or has been installed & commissioned in oilfield of the E&P Company.

<b>A.2.) FINANCIAL CRITERIA:</b>		
1.0 The bidder shall have an annual financial turnover of minimum <b>INR 37.69 Lakhs</b> during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date.		
2.0 "Net Worth" of the bidder should be positive for the financial/accounting year just preceding to the original Bid Closing Date of the Tender.		
<p>3.0 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 ..... has actually not been audited so far'.</p> <p><b>Note:</b></p> <p>a) For proof of Annual Turnover &amp; Net worth any one of the following document must be submitted along with the technical bid:-</p> <p>i) A certificate issued by a practicing Chartered Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover &amp; Net worth as per format prescribed in <b>ANNEXURE-CA</b>.</p> <p>OR</p> <p>ii) Audited Balance Sheet alongwith Profit &amp; Loss account. In case of foreign bidders, self-attested/digitally signed printed published accounts are also acceptable.</p> <p>b) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/ State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.</p>		

<b>A.3) COMMERCIAL CRITERIA:</b>		
1.0 Bids are invited under <b>Single Stage Two Bid System</b> . Bidders shall quote accordingly. <b>Price/Cost details should not be furnished in the Technical (i.e. Unpriced) bid.</b> The “Unpriced Bid” shall contain all techno-commercial details except the prices/rates, which shall be kept blank. The “Price Bid” must contain the price schedule and the bidder’s commercial terms and conditions. Bids not complying with above submission procedure shall be rejected outright without any further reference.		
2.0 The prices offered shall 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.		
3.0 Bids received in physical form against online invitation through e-portal shall be rejected (except the documents specifically called for in hard copies, if any). Similarly, Bids received after the bid closing date and time shall be rejected. Also, modifications to bids received after the bid closing date & time shall not be considered.		
4.0 Bids containing incorrect statement shall be rejected.		
5.0 Validity of the bid shall be minimum <b>120</b> days from the date of Bid closing. Bids with lesser validity shall be rejected.		
<p><b>6.0 Bid Security in ORIGINAL</b> shall be furnished by the Bidder as a part of their TECHNICAL BID. The amount of Bid Security and its validity shall be as specified in the Bid Document. <b>Any bid not accompanied by a proper bid security in ORIGINAL shall be rejected without any further consideration.</b> A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date &amp; time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender.</p> <p>For exemption for submission of Bid Security please refer Bid security clause under Amendments of “General Terms &amp; Conditions” for e-Procurement as per Booklet No. MM-RP-LOCAL-E-01-2005 (Rev May 2016) for E-procurement (LCB Tenders).</p>		



7.0 Successful bidder shall be required to furnish a Performance Security equivalent to ten percent (10%) of total evaluated value of the Purchase Order. Bidders should undertake in their bids to submit Performance Security as stated above		
<p>8.0 A bid shall be rejected straightway if it does not conform to any one of the following clauses:</p> <ul style="list-style-type: none"> <li>(a) Validity of bid shorter than the validity called for in the Tender.</li> <li>(b) Original Bid Security not received within the stipulated date &amp; time mentioned in the Tender.</li> <li>(c) Bid Security with (i) validity shorter than the validity called for in Tender and/or (ii) Bid Security amount lesser than the amount indicated in the Tender.</li> <li>(d) In case the Party refuses to sign Integrity Pact.</li> </ul>		
<p>9.0 Bidder must accept and comply with the following clauses as given in the Bid Document, failing which bid shall be liable for rejection:</p> <ul style="list-style-type: none"> <li>i) Liquidated Damages</li> <li>ii) Guarantee of material</li> <li>iii) Arbitration / Resolution of Dispute</li> <li>iv) Force Majeure</li> <li>v) Applicable Laws</li> <li>vi) Performance Security</li> </ul>		
10. To ascertain the substantial responsiveness of the Bid the Company reserves the right to ask the Bidder for clarification in respect of clauses covered under BEC also and such clarifications fulfilling the BEC clauses in totality must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.		
11.0 Any exception or deviation to the Tender requirements must be tabulated in "Statement of Compliance" by the Bidder in their Technical Bid only. Any additional information, terms or conditions included in the Commercial (Price) Bid will not be considered by OIL for evaluation of the Tender.		

**B) BID EVALUATION CRITERIA:**

The bids conforming to the specifications, terms and conditions stipulated in the tender and considered to be responsive after subjecting to the Bid Rejection Criteria shall be considered for further evaluation as per General Terms and Conditions for Global Tender and the Bid Evaluation Criteria given below:

1.0 The evaluation of bids shall be done as per the Price Bid Format (SUMMARY) provided in the Tender / e-tender portal under “ <b>Notes &amp; Attachment Tab</b> ”		
2.0 If there is any discrepancy between the unit price and the total price, the unit price shall prevail and the total price shall be corrected accordingly. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.		
3.0 For conversion of foreign currency into Indian currency, B.C. selling (Market) rate declared by State Bank of India, one day prior to the date of price bid opening shall be considered. However, if the time lag between the opening of the bids and final decision exceed 3(three) months, then B.C. Selling(Market) rate of exchange declared by SBI on the date prior to the date of final decision shall be adopted for conversion and evaluation.		
4.0 To ascertain the inter-se-ranking, bid prices shall be converted into Indian Rupees and the comparison of responsive bids shall be made strictly as per online Price bid format, subject to corrections / adjustments, if any.		
5.0 Other terms and conditions of the enquiry shall be as per General Terms and Conditions for Global Tender (MM-RP-LOCAL-E-01-2005). However, if any of the Clauses of the Bid Rejection Criteria / Bid Evaluation Criteria (BEC / BRC) mentioned here contradict the Clauses in the General Terms & Conditions of Global Tender of the tender and/or elsewhere, those mentioned in this BEC / BRC shall prevail.		

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**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

TO BE ISSUED BY PRACTISING **CHARTARD 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 upto..... **(as the case may be)** are correct

<b>YEAR</b>	<b>TURN OVER In INR (Rs.) Crores/ US \$ Million) *</b>	<b>NET WORTH In INR (Rs.) Crores / US \$ Million ) *</b>

\*Rate of conversion (if used any): USD 1.00 = INR .....

Place:

Date:

Seal

Membership No:

Registration Code:

UDIN:

Signature

**\*Applicable only for GLOBAL tenders**

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

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

Date \_\_\_\_\_

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

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

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

**Sir,**

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

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

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

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

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

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

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

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