



TENDER NO. SJI5673P18

INVITATION TO e-BID UNDER SINGLE STAGE COMPOSITE BID SYSTEM

Dear Sirs,

OIL invites Bids for the supply of **Gate Valve** through its e-Procurement site under **Local Competitive Bidding (LCB) - Single Stage Composite Bid System**. The bidding documents and other terms and conditions are available at Booklet No. MM/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 Technical Rfx -> External Area - > Tender Documents as **ANNEXURE IA**.

THE TENDER WILL BE GOVERNED BY:

- a) "General Terms & Conditions" for e-Procurement as per Booklet No. MM/LOCAL/E-01/2005 for E-procurement (LCB Tenders). Special attention to the bidders is drawn to Section – E of the document.
- b) Technical specifications, Quantity and Notes for the **Gate Valve** as per **Annexure IA**.
- c) The prescribed Bid Forms for submission of bids are available in the Technical Rfx -> External Area - > Tender Documents. Technical Checklist and Commercial Checklist must be filled-up and submitted along with the technical bid.
- 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-A. 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 **Chief Manager (M&C), 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. 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 The "PRICE BID" must be strictly as per the price format provided with the tender documents under "Notes & Attachments" tab of the e-tender on OIL's e-tender portal.
- 6.0 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.

- 7.0 Bidder are advised to fill up the Technical bid check list and Response sheet & Bank Details as per given format along with the tender documents. For details please refer “**E-Tender User Manual**”.
- 8.0 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.
- 9.0 Bid must be submitted electronically only through OIL’s e-procurement portal. Bid submitted in any other form will be rejected.
- 10.0 Bidders to take special note of the following conditions:
- 10.1 **Against Tender Fee** Payment should be made only through online mode and no other instrument (Cash/DD/Cheques/Cashier Cheque, etc) will be acceptable.
- 10.2 **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.
- 10.3 **Attention about GST:** Please ignore the details given about the taxes, duties levies(Covered under GST) 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.

Yours faithfully,

OIL INDIA LIMITED

Sd/-

Daya Shankar
Manager(M&C)
For GM(Services-RP)

Annexure-IA

Tender No. Date : SJ15673P18

Tender Fee: INR1,000.00

Bid Security Amount: INR 31,700.00

Bidding Type : Single Stage Composite Bid

Last date Time of Tender Sale: 11.10.2017 at 16:30 hrs. (IST)

Last date Time of Bid Submission: 18.10.2017 at 11:00 hrs. (IST)

Bid Opening date Time: 18.10.2017 at 15:00 hrs. (IST)

Performance Guarantee: Applicable (10 of Order value)

OIL INDIA LIMITED invites Global tenders for items detailed below:

Item No./ Mat. Code	Material Description	Quantity	UOM
10 99059050	Gate Valve,3"X300 Class, API 600 GATE VALVE, CAST CARBON STEEL, 76.2 MM (3"), ANSI 300 CLASS, MANUFACTURED AS PER API STANDARD 600, REGULAR BORE TYPE, RISING STEM, BOLTED BONNET, OUTSIDE YOKE, INTEGRALLY CAST FLEXIBLE WEDGE GATE, END FLANGE HAVING SERRATED RAISED FACE DRILLED IN ACCORDANCE WITH ANSI B 16.5 FACE TO FACE DIMENSION AS PER ANSI B 16.10 & TESTED AS PER API STANDARD 598, COMPLETE WITH COMPANION FLANGE IN BOTH SIDES AND REQUISITE NOS. OF STUDS & NUTS.	10	No.
20 99063265	Gate Valve 4",API 600,600 CLASS RTJ API 600 GATE VALVE, 4"X600 class RTJ FLANGED END. Cast Carbon Steel Gate valve as per API 600 specification, regular bore type, rising stem, bolted bonnet, outside screw and yoke, integrally cast flexible wedge gate. End flanges having serrated RTJ face drilled in accordance with ANSI B-16.5 face to face dimension as per ANSI B-16.10 & tested as per API 598 specification.	35	No.

DETAILED TECHNICAL SPECIFICATIONS ARE AS UNDER:

A) Body & Bonnet: Cast Carbon steel ASTM A 216 Gr. WCB, body and bonnet of Radiographic quality casting. Two nos. of valves

randomly selected from each line item will be radiographed as per ASME 16.34.

B) Stem: Renewable type back seat bush and rising type stem made of ASTM-276T 410/AISI 410/ASTM A 182 Gr.F6A having Double Start Threading and surface hardened preferably with nitriding. Stem should be Mirror Finish Quality. Thread of the stem should be left handed. Stem should be forged as per API 600 design (latest edition) to ensure better valve performance & durability.

C) Wedge: Sand cast steel gate. HF type flexible wedge (tapered) design; face made up with 13% Cr. SS. Base material of the wedge is ASTM A 216 Gr. WCB. Wedge face should be ground and lapped to suitable flatness. Tee slot of the stem wedge connection should be along the perpendicular direction to the flow of the fluid and shall be within the periphery of the wedge.

D) Back seat bush: Back seat bush should be 13% Cr. SS.

E) Body & Seat Ring: Seat Rings will be stellited and seat welded to the body. The base material of the seat ring will be ASTM A 105. Hardness difference between wedge and seat should be minimum 50 BHN. Seat should be harder than wedge.

F) Gland Packing: Graphite with Braided End Rings having inconel wire supports with sacrificial corrosion inhibitor pre-stressed individually. All valves shall have back seating arrangement for replacing gland packing during operation/pressurized condition of the valve. The gland packing should be suitable to operate at high temperature service and in oil & gas environment.

G) Gland Bolts: Swing type eye bolt and nuts.

H) Hand Wheel: Direct hand wheel operated valve of spoke and rim design with arrow mark pointing in the direction of opening the valve made of ASTM A 216 Gr.WCB.

I) Companion Flange: All valves shall be complete with companion flange in both sides along with requisite no of studs & nuts.

J) Stud, & Nuts: High tension stud & nuts confirming to A-193 Gr. B7 and A-194 Gr.2H.

SPECIAL TERMS & CONDITION

1. The bidder shall confirm that the goods, materials to be supplied shall be new, of recent make, of the best quality & workmanship. The bidder shall confirm that the materials shall be guaranteed for a period of 18 months from the date of

despatch or 12 months from the date of receipt at destination, whichever is earlier, against defects arising from faulty materials, workmanship or design. Defective goods / materials or parts notified by OIL to the Seller shall be replaced immediately by the Seller on FOR destination basis including payment of all taxes and duties at Seller's expense. This guarantee shall survive and hold good notwithstanding inspection, payment for and acceptance of the goods.

2. The following documents/ brochures shall be submitted along with technical bid:

i. Detailed cross sectional drawing with dimensions, part numbers and material specifications.

ii. Technical catalogue for the quoted valves.

iii. Manufacturer's QAP.

iv. Point wise compliance of Tender requirements. Any deviations from this specification, if any, must be highlighted in the offer.

3. All valves should be suitable to operate at high temperature and in oil & gas environment.

4. Valve shall be suitable for either buried or above ground installations.

5. Operating devices shall be designed for easy operations of valve under maximum differential pressure corresponding to the valve rating.

6. Valve body Plug & Cover etc components shall be procured from EIL/ Lloyds approved foundries.

7. Valve body, bonnet, cover etc. shall be made from radiographic quality casting as per API 600 Standard. The radiographic films shall be provided along with material supply.

8. All materials of components of the valves should conform to & tested as per API 600 Standard. Test certificates of chemical & mechanical properties of raw materials used shall be provided along with material supply.

9. All valves should be inspected & tested as per API spec. 598, and the following pressure tests for each valve must be carried out in line with API spec. 598:

i) Shell pressure test.

- ii) Back Seat pressure test.
- iii) Low pressure closure test.
- iv) High pressure closure test.

10. Hydraulic and air test etc. shall be carried out for each valve as per API 600 Standard. Only kerosene or water with suitable inhibitor to prevent corrosion shall be used for hydraulic testing. After testing, valves shall be properly dried and inside & internal parts of each valve shall be properly greased. The test certificates shall be provided along with material supply.

11. The valves shall bear API monogram & and the following permanent marks-

- (i) Manufacturer's Name
- (ii) Valve size
- (iii) Pressure Rating
- (iv) Serial No.
- (v) OIL's Purchase Order no.

12. Third Party Inspection:

All valves shall be inspected by any one of OIL's approved Third party inspection agencies. viz. M/s Lloyds or M/s Bureau VERITAS or M/s IRS or M/s Rites, M/s Tuboscope Vecto or M/s DNV.

13. The Scope of Third Party Inspection will be as below and TPI certificates shall be submitted by the supplier along with material supply.

i) To carry out stage wise inspection from procurement of raw materials to assembly to ensure that proper technique and procedure as per relevant API Standard/ Purchase order are followed by the manufacturer.

ii) To ensure that different components of the valve conform to relevant API Standards fully.

iii) To review heat number wise foundry certificates of castings in order to ensure that the materials used are as per purchase order.

iv) To ensure that valve body castings are procured from such foundries as approved by M/s EIL or M/s Lloyds.

v) To review and certify the radiographs all the valves to ensure that casting of body & bonnet of valve are of radiographic quality. Radiography of 2(two) nos. of valves randomly selected against each item shall be witnessed by Inspection Agency and it shall be documented properly.

(Radiographic films are to be supplied to OIL along with the valves supply).

vi) To witness hydraulic, pneumatic test for the body and seat on each specified valve as applicable in the relevant standard. Only kerosene or water with suitable inhibitor to prevent corrosion shall be used for hydraulic testing.

vii) To ensure that the valves inspected are fully embossed as per clause no.11 above.

viii) To document and review / issue all inspection certificates.

14. Seats, wedge, threads, flange surfaces shall be thoroughly cleaned, dried and greased properly after inspection / hydraulic testing to prevent corrosion. Both ends of each valve should also be provided with protective rubber / plastic caps, securely attached to the valves.

15. Valve body & handle/ operating wheel shall be thoroughly cleaned & painted with suitable anti-corrosive paint.

16. Valve shall be suitably protected to avoid any damage during transit or storage.

17. The Bidder to submit attached Technical Evaluation Sheet along with technical bid as below

Annexure-I : Technical Evaluation Sheet for technical specification

Annexure-II : Technical Evaluation Sheet for detailed specification and special terms & condition

Annexure III : Technical Evaluation Sheet for BRC/BEC

18. Considering the nature of the item, if the product offered by the lowest acceptable bidder is not field proven in OIL, purchaser at its discretion may place a trial order to the extent of 25 % (maximum) only and balance quantity will be procured from other competitive bidders whose product has been field proven in OIL. (Refer clause no 3.6 under section D-BRC&BEC of General Terms & Condition MM/GLOBAL/01/2005)

Standard Notes:

AA. The bids conforming to the specifications, terms conditions stipulated in the tender and considered to be responsive after sub ecting 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.

BB.

1) 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.

Note : Guarantee /Warranty Certificate for one year will be required along with the supply.

2) Bidders are to quote as per Price Bid format uploaded under Notes & Attachment of E-portal.

3) 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) 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) Other terms and conditions of the enquiry shall be as per General Terms and Conditions for indigenous 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.

6) Bid should be valid for minimum 90 days from bid closing date, failing which offer shall be rejected.

7) 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 the Bid Bond should attach documentary evidence in the Technical RFx Response-> User -> Technical Bid as per General Terms and conditions for E-procurement (MM/LOCAL/E-01/2005). The bid security shall be valid up to **30.04.2018**. 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.

8) Performance Security @10% of order value is applicable against this tender. Please refer General Terms and conditions for E-procurement (MM/LOCAL/E-01/2005).

9) 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 Amendment to General Terms and Conditions for e-procurement (MM/LOCAL/E-01/2005). Bidders are requested to take note of the same and to submit their offers accordingly.

10) 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.

11) Attention about GST: Please ignore the details given about the taxes, duties & levies (Covered under GST) 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.

12) Provision of Clause no. 6.3 & 6.4 of Documents no. MM/Local/E-01/2005(Revised on May 2016) stands deleted.

13) Bids shall be evaluated on the basis of net effective price i.e. landed cost at Site i.e. F.O.R Oil India Limited's Hamira Godown, Jaisalmer in Jaisalmer district of Rajasthan basis.

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.

15) GST Clause: Please refer to Annexure - GST.

16) Purchase Preference (Linked to Local Content) shall be applicable against this tender.

Please refer to Annexure-PP-LC.

Special Notes :

AA. Purchase preference policy (linked with Local Content)(PP-LC)

a) Ministry of Petroleum & Natural Gas, Government of India implemented PP-LC Policy to provide Purchase Preference (linked with local content) by notification no. Ref. O-27011/44/2016-ONG-II/FP dtd. 25.04.2017.

b) 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 MOPNG notification no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 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).

c) 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 one of the two policies i.e. either PP-LC or MSE policy. If a bidder seeks free of cost tender document 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.

d) Price Break-up: The bidder shall provide break up of "Local component" and "Imported Component" along with their price bid.

e) Such bidders shall furnish following undertaking from the manufacturer on Manufacturer's letter head along with their techno-commercial bid. The undertaking shall become a part of the contract:

"We _____ (Name of Manufacturer) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. _____ (to be filled as notified at Enclosure I of the policy) for claiming purchase preference linked with Local Contents under the Govt. policy against under tender no. _____."

f) Above undertaking shall be supported by the following certificate from Statutory Auditor engaged by the bidder, on the letter head of such Statutory Auditor (as per the provisions of the aforesaid policy):

"We _____ the statutory auditor of M/s _____ (name of the bidder) hereby certify that M/s _____ (name of manufacturer) meet the mandatory Local Content requirements of the Goods and/or Services i.e. _____ (to be filled as notified at Enclosure I of the policy) quoted vide offer No. _____ dated _____ against OIL's tender No. _____ by M/s _____ (Name of the bidder).

g) Failure to submission of documents as mentioned in a), b) & c) above will be treated as "Calculation of LC is not verifiable, the value of LC of the said component shall be treated as NIL" and hence will not be eligible for PP-LC.

h) At the time of bidding, the bidder has to confirm in their bid for submission/complying the following in the event of order:

- 1) In case of procurement of goods under PP-LC, the LC content may be calculated by the supplier and the verification of the procurement of goods, service shall be carried out by a Statutory Auditor engaged by the bidder.
 - 2) The supplier shall provide the necessary local content documentation to the statutory auditor, which shall review and determine the local content requirements have been met, issue a local content certificate to that effect on behalf of procuring company, stating the percentage of local content in the good or service measured.
 - 3) The local content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with invoice while maintaining the overall % of local content for the total purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- i) A bidder who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the Contract Price. View this, the supplier shall confirm in their bid for submission of PBG (PBG-PPLC) of 10% of the contract value which shall be valid throughout the execution of the contract(format as provided vide the notification). This PBG-PPLC is in addition to the PBG, which is required to be submitted by the successful bidder as per OIL's general terms & condition. Bidders to provide an undertaking complying to the submission of additional PBG along with their bid, in case of availing PPLC benefit.
 - j) Bidders should note that PP - LC shall not be available in case of procurement of goods / services falling under the list of items reserved for exclusive purchase from Micro and Small Enterprise (MSEs) or Domestically Manufactured Electronic Products (DMEP).

CC. BID REJECTION CRITERIA (BRC)	Compliance by Bidder	
	Indicate Confirmed / Not Confirmed / Not applicable	Indicate Corresponding page ref. of unpriced bid
In addition to the General Terms and Conditions for E-procurement (MM/LOCAL/E-01/2005) Tender, 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.		
A. Technical		
1. Bidder's Qualification 1.1 The bidder shall be an Original Equipment Manufacturer (OEM) having experience in manufacturing of VALVE Assembly as per API specification API 600 of pressure rating indicated in the tender or more. OR 1.2 The bidder shall be an authorized dealer of OEM.		
2. Bidder's Experience In case, the bidder is an Original Equipment Manufacturer (OEM)- 2.1. The bidder shall be a Manufacturer of VALVE Assembly as per API specification API 600 of pressure rating indicated in the tender or more and shall also be in the business of manufacturing API 600 VALVE Assembly for the last 5 years as on Bid Closing Date of this tender. Documentary evidence in the form of a valid API 600 certificate for the last 5 years as on Bid Closing Date of this tender shall be submitted along with the bid without which offer will be rejected.		
2.2. The bidder shall have the credential of successful execution of at least ONE order not less than 50% of the tender quantity of VALVE Assembly in quantum of pressure rating indicated in the tender or more against each order during the period of last 5 (Five) years preceding from the bid closing date of this tender to any Oil and Gas Industry. The bidder shall submit details of the previous supply of such VALVE Assembly, in absence of which the bid will be summarily rejected. This information is required as OIL may feel to inspect the infrastructural facilities of the vendor for manufacturing as well as quality assurance before placement of order.		
2.3. In case the Bidder is an authorized dealer of OEM, the following criteria shall be met by the Bidder: 2.3.1. The bidder shall confirm supply of VALVE Assembly as per API specification API 600 from Manufacturer (OEM) of valve Assembly who meets the qualification requirements stipulated under clauses A. 2.1 & A.2.2 above. 2.3.2. Bidder shall enclose an Authorization Certificate with back up Warranty & Guarantee from the OEM to quote against this tender. 2.3.3. The bid shall be rejected in case of any change of the proposed OEM after submission of the bid. 2.3.4. The bidder shall have the credential of successful execution of at least 1 (one) order not less than 50% of the tender quantity of valve Assembly as per API specification API 600 of pressure rating indicated in the tender or more against the order during the currency of last 5 (Five) years preceding from the bid closing date of this tender to any Oil and Gas Industry. The bidder shall submit details of the previous supply of such valve Assembly 2.3.5. However, the clauses A.2.2 & A.2.3.4 related to Bidder's experience criteria will be not applicable for bidders or their Principal who have successfully executed order of OIL for supply of valve Assembly as per API specification API 600.		
3. Supporting Documents: a) Possession of a supply order without complete execution or partially completed order will not be considered as previous experience of the bidder with respect to the Bidder's Experience criteria. b) In support of the experience as noted in paras A.2.1, 2.2 and 2.3.4 above, the bidder shall submit the following documents: i) Copy of the Purchase Order ii) Performance report from the clients. c) In support of clause nos. A.2.1, A.2.3.1 and A.2.3.2 certificate copies shall be enclosed.		
4.0 Metallurgy, Manufacturing and Q.C. shall be as per API- 600.		
5.0 API monogram to be embossed on each piece of material. Bidder should forward a copy of valid authorization to use API monogram along with the Bid.		
6.0 Manufacturer must forward their Inspection Schedule, considering date of placement of order as day one in respect of above for inspection by Third Party Inspectorate Agency along with the offer. The third party inspection is to be carried out by an internationally reputed inspection Agency. OIL'S APPROVED THIRD PARTY INSPECTION AGENCIES ARE LLODYS, BUREAU VARITAS, RITES, IRS AND DNV. All inclusive charges for Third Party Inspection to be indicated		
7.0 Bidders are required to forward the related Technical Brochure & Drawings showing all the major and critical dimensions along with the bids.		

	Compliance by Bidder	
Note: 1. Material must accompany the test certificate of raw materials used and hydraulic test. 2. Metallurgy, Manufacturing, Q.C, Material testing and marking of VALVES must confirm to API Specification API 600 3. API 600 monogram must be embossed on each of the item. 4. Bidder must be authorized to manufacture and test the materials as per API 600. 5. Bidder should forward a copy of authorization to use API monogram along with the Offer		
<u>B. FINANCIAL CRITERIA:</u>		
Annual Financial Turnover of the bidder during any of preceding three financial/accounting years from the original bid closing date should be at least Rs. 7,93,000.00. 1.1 Net worth of bidder must be positive for preceding financial/ accounting year. 2.0 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..... (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. OR ii) Audited Balance Sheet along with Profit & Loss account. In case of foreign bidders, self-attested/digitally signed printed published accounts are also acceptable. 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. 3.0 In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR or US\$, the bidder shall have to convert the figures in equivalent INR or US\$ considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA Certificate is to be submitted by the bidder regarding converted figures in equivalent INR or US\$.		
<u>C. COMMERCIAL CRITERIA:</u>		
1.0 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 (i) Validity shorter than the validity indicated in tender and/or (ii) Bid security amount lesser than the amount indicated in the tender.		
3.0 Purchase preference policy-linked with Local Content (PP - LC) notified vide letter no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoP&NG shall be applicable in this tender. Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions of the referred policy and shall have to submit all undertakings / documents applicable for this policy.		

Confirmed
Not Confirmed
Not Applicable



OIL INDIA LIMITED
(A Government of India Enterprises)
RAJASTHAN PROJECT
2A, SARASWATI NAGAR, DISTRICT SHOPPING CENTRE, BASNI
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OIL'S BOOKLET REF.

MM/LOCAL/E-01/2005

For

E-Procurement of Indigenous Tenders

(Revised on May 2016)

INSTRUCTIONS TO BIDDERS

GENERAL TERMS AND CONDITIONS

Bidders are requested to note the Amendment to General Terms and Conditions for E- PROCUREMENT LCB TENDERS (MM/LOCAL/E-01/2005) included vide ANNEXURE - I.

1.0 ELIGIBILITY TO BID:

- 1.1 The bid should be from Original Equipment manufacturers.
- 1.2 However, the bids from sole selling agents / authorised distributors / authorised dealers / authorised supply houses can also be considered, provided such bids are accompanied with back-up authority letter (valid at the time of bidding) from the manufacturer authorising them to market their product. OIL INDIA LIMITED (OIL) reserves the right to reject offers without back up authority letter from manufacturer.

1.3 SALE OF TENDER DOCUMENTS TO FIRMS WITH WHOM BUSINESS HAS BEEN BANNED / SUSPENDED:

Firm(s) to whom no further business is to be given or dealings with whom have been banned / suspended are not eligible to participate in the tender and any bid received from such firm(s) shall not be considered and will be returned un-opened to the concerned firm(s). (Amendment)

2.0 TRANSFERABILITY OF BID DOCUMENTS

- 2.1 The Bid documents are non-transferable. The bid can only be submitted in the name of the bidder in whose name the bid document has been issued.
- 2.2 Unsolicited offers will not be considered and will be straightway rejected.
- 2.3 Employees of Oil India Limited are prohibited from submitting and also from getting others to quote on their behalf.

3.0 TENDER FEE

- 3.1 For Limited tenders, no tender fee will be required.
- 3.2 In case of press tenders, prospective bidders can purchase tender documents from the offices of the of Oil India Limited (hereinafter referred to as ~~OIL~~) mentioned in the notice inviting tenders (NIT) against an application along with requisite non-refundable tender fee. The bidders shall be able to create the bid online only after payment of tender fee. OIL will not take any responsibility for any delay/late in receipt of Tender Fee.

The tender fee will be acceptable in the form of crossed "Payee Account only "Bank Draft/BankersöCheque drawn by Bank and valid for 90 days from the date of issue of the same or in the form of Indian Postal Orders payable to the OIL. The IPOs/Bank Drafts/Bankerö Cheques will be deposited and accounted for at the designated station provided in the tender document. In case of e-tender, tender fee shall be payable through online payment gateway also. The vendor will have to pay the requisite tender fees till the tender sale end date and time mentioned in the NIT. (Amendment)

3.3 EXEMPTION OF TENDER FEE :

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

3.4 CANCELLATION OF TENDER - REFUND OF TENDER FEE

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

4.0 COST OF BIDDING:

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

General Terms and Conditions with following **Annexures** (contained in booklet No: **MM/LOCAL/E-01/2005**)

- Annexure I : Amendment to General Terms and Conditions for E-PROCUREMENT LCB TENDERS (MM/LOCAL/E-01/2005).**
- Annexure IA : Bid Submission proforma**
- Annexure II : Price Schedule Proforma**
- Annexure III : Proforma of Exceptions/Deviations**
- Annexure IV : Check List**
- Annexure V : Proforma of Bidder's past supplies**
- Annexure VI : Proforma of Authorisation Letter for Attending Tender Opening**
- Annexure VII : Proforma of Bid Security**
- Annexure VIII : Proforma of Performance Security.**
- Annexure IX : Declaration Certificate**

- 4.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid without seeking any clarifications.

5.0 AMENDMENT TO BIDDING DOCUMENTS

- 5.1 At any time prior to the bid closing date, OIL may for any reason, whether at its own initiative or in response to clarifications requested by the prospective bidder(s), modify the bidding document by amendment(s).

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. (Amendment)

- 5.2 OIL may at its discretion if considered necessary, extend the deadline for the submission of bids.

6.0 CONTENTS OF OFFERS :

- 6.1.1 The Prices along with price related conditions shall be filled online in the Price-Bid screen. Any documents sought to be attached with price bid shall also be attached at appropriate place must be digitally signed.

Unpriced techno-commercial Bids shall be submitted in the prescribed bid proforma as per Annexure I to IX. The above Annexures shall be duly filled in without any alteration to OIL's proforma. The above Annexures along with copy of Bid Bond as per Annexure VII and all other techno-commercial documents other than price details to be submitted with unpriced bid as per tender requirement should be placed in the 'un-priced' bid folder.

- 6.1.2 The bid and all attached documents should be digitally signed using digital signatures issued by an acceptable Certifying Authority (CA) as per Indian IT Act 2000 before bid is uploaded. If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same.

The authenticity of above digital signature shall be verified through authorised CA after bid opening and in case the digital signature is not authorized the bid will be rejected.

Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employee.

- 6.1.3 The Bidders are advised in their own interest to ensure that all the points brought out in the check list enclosed at Annexure IV are complied with in their bid failing which the offer is liable to be rejected.

- 6.1.4 The bids can only be submitted in the name of the Bidder who have been permitted to participate in the bid. The bid papers, duly filled in and complete in all respects shall be submitted together with requisite information and Annexures. It shall be complete and free from ambiguity, change or interlineations.
- 6.1.5 The bidder should indicate at the time of quoting against this tender their full postal and Fax/Email addresses.
- 6.1.6 The bid including all attached documents shall be digitally signed by duly authorized representative of the bidding company.
- 6.1.7 The Bidder, in each tender for procurement of goods, will have to give a certificate in its offer, that the terms and conditions as laid down in this model bidding document booklet no. MM/LOCAL/E-01/2005 are acceptable to it in toto.
- 6.1.8 The bidders shall fill-in online the appropriate price schedule i.e the net unit prices of the goods they propose to supply and other pricing details etc. as per the Pricing condition separately .
- 6.1.9. The bidders must quote the following prices/information:
- i) Firm unit Ex-Works price of the quoted items and Currency.
 - ii) Firm Packing and forwarding component stating the place of despatch.
 - iii) Firm Freight as required in the price schedule stating road/rail freight.
 - iv) Any other Price component as applicable to the Tender.
- 6.2 OIL reserves the right to place order on FOR (despatching station) or FOR (destination) terms. Offered rate should be kept firm through delivery/despatch.

6.3 EXCISE DUTY : deleted(replaced by GST)

- 6.3.1 Excise Duty, if any, should be quoted either as 'extra' or as inclusive as the case may be. The Seller, if happens to be a Supply House, should not quote 'Excise Duty' as extra.
- 6.3.2 SSI Unit availing slabs rate of turnover for duty structure should specify the maximum Excise Duty levies against the order at the time of delivery, if order is placed on them.
- 6.3.3 Bidders, who are manufacturers, should indicate the rate of Excise Duty, if any, separately for all quoted items.
- 6.3.4 Any benefit/concession/exemption involved should be spelt out clearly by the bidders. In case such information is not furnished in the Bid, the offer will be loaded with the maximum amount of Excise duty applicable for the item for evaluation purpose. However, OIL reserves the right to place the order based on the excise duty indicated in the Bid which will be binding on the Bidder.
- 6.3.5 Bidder should indicate the following in their offer:
- a) Address of the factory from where the goods will be despatched.
 - b) Chapter, Heading and Sub-heading of the Excise tariff for the material offered.

6.4 SALES TAX : Deleted(Replaced by GST)

- 6.4.1 In case of concessional Central Sales Tax(CST) @ 2 % (or any other rate as per the Act), necessary Form shall be issued by OIL wherever applicable at the time of settlement of invoice. Wherever State Sales Tax is payable by OIL, same shall be deducted at source for which tax deduction certificate shall be issued.
- 6.4.2 Any other benefit/concession/exemption available at the time of delivery should be spelt out clearly by the bidders. In case such information is not furnished in the Bid, the offer will be loaded with the normal amount of tax applicable for the item for evaluation purpose. However, OIL reserves the right to place the order based on the tax indicated in the Bid which will be binding on the Bidder.
- 6.5 Taxes, Excise duty, if any, should be quoted separately. IF TAXES ETC. ARE NOT SHOWN SEPARATELY THE OFFER WILL BE CONSIDERED TO BE INCLUSIVE OF ALL TAXES, DUTIES ETC. AND WILL BE BINDING ON THE BIDDER.

6.6 OTHER TAXES & LEVIES :

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

6.7 STATUTORY VARIATION :

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

6.8 THIRD PARTY INSPECTION (TPI) (When specifically called for in the tender):

- 6.8.1 Whenever inspection by OIL's approved Third Party Inspection Agencies has been called for in the tender, Bidder must indicate the availability of the OIL's approved Third Party Inspection Agencies in their area. OIL reserves the right to inspect the material through any of the Third Party Inspection Agencies.
- 6.8.2 All inclusive charges for Third Party Inspection (TPI) must be filled in on-line in the bid.
- 6.8.3 Offers without any mention about Third Party Inspection charges as specified above will be considered as inclusive of Third Party Inspection charges. When a bidder mentions

Third Party Inspection charges as extra without specifying the amount, the offer will be loaded with maximum value towards Third Party Inspection charges 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, Third Party Inspection charges mentioned by OIL on the Purchase Order will be binding on the bidder.

6.9 SAMPLES (When specifically called for in the tender):

6.9.1 Bidder shall submit Samples of requisite quantity whenever called for. Each sample shall be sealed and have a card affixed indicating

- a) Bidder's name, address, contact Telephone No. & Email address
- b) Tender No. and Bid opening Date
- c) Product Name
- d) Item No. of the tender

6.9.2 Sample must be received on or before the Bid Closing Date failing which the offer will be rejected.

6.9.3 Bidders who have been exempted from submission of tender sample through specific communication from OIL, need not submit any sample. However, they will be required to enclose a photocopy of the exemption letter along with their bid failing which their offers will be liable to be rejected.

6.10 TRAINING (When specifically called for in the tender):

6.10.1 Bidders shall indicate cost for training OIL's personnel separately whenever called for.

6.10.2 For training at Bidder's premises, only the training fee should be indicated by the Bidder. All charges towards to & fro fare, boarding/lodging and daily expenses etc. for OIL's personnel shall be borne by OIL.

6.10.3 For training at OIL's premises, the Bidder should quote training charges which should be inclusive of all charges of their personnel viz. to and fro air fares, boarding/lodging expenses and daily expenses etc. for the entire period. Local transport for commuting to the site at the place of training will be provided by OIL.

6.11 INSTALLATION AND COMMISSIONING (When specifically called for in the tender):

6.11.1 In the event installation and commissioning of the item by the technical experts of the bidders is involved, the charges thereof should be quoted separately which should be inclusive of to and fro air fares, boarding/lodging & daily expenses of the bidder's technical personnel amongst others. OIL will provide local transport for commuting to the installation site. Bidders shall also indicate in their offer the total expected time required for installation/commissioning of the items.

- 6.11.2 Offers without any mention about installation/commissioning and Training charges will be loaded with maximum value towards installation/commissioning and Training charges received against the tender for comparison purposes.

6.12 DISCOUNT:

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

6.13 VARIATION IN QUANTITY AFTER INVITATION OF TENDER:

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

6.14 TECHNICAL LITERATURE:

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

6.15 DELIVERY :

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

6.16 VALIDITY OF BIDS:

Validity of the bid shall be at least up to the validity mentioned in the tender document. If nothing is mentioned by the bidder in their offer, it will be presumed that the offer is valid as asked for in the tender document. Bids with lesser validity shall be rejected straightway. (Amendment)

6.16.1 WITHDRAWAL OF OFFER BY BIDDER:

The bidder, after submission of bid may withdraw their bid prior to bid closing date & time. In case the due date of submission is extended even after receipt of some bids due to some special circumstances, the bidder who has already submitted bid has right either to withdraw or revise his bids, without forfeiting the EMD. (Amendment)

After bid closing date in case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be debarred for a period of 2 (two) years.

6.17 VAGUE AND INDEFINITE EXPRESSIONS:

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

6.18 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.

6.19 BACKING OUT BY BIDDER AFTER ISSUE OF Letter of Award (LOA):

In case the Bidder does not accept the LOA/Purchase Order issued within validity of their offer, the Bid Security (wherever applicable) shall be forfeited and the firm shall be debarred for 2(two) years.

7.0 CLARIFICATION IN RESPECT OF INCOMPLETE OFFERS :

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

8.0 BID SECURITY:

(NOTE : This clause is applicable only in case of tenders wherever specifically mentioned.)

8.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub clause 8.8.

8.2 All the bids must be accompanied by Bid Security in ORIGINAL for the amount as mentioned in the bid document and shall be in any one of the following forms:

(a) A Bank Guarantee in the prescribed format issued from any scheduled Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank only will be accepted.

Bank Guarantees issued by Banks in India should be on non-judicial stamp paper/Frinking receipt of requisite value, as per Indian Stamp Act, purchased in the name of the Banker or the bidder.

The Bank Guarantee shall be valid for 90 days beyond the validity of the bids specified in the Bid Document.

Bank Guarantee with any condition other than those mentioned in OIL’s prescribed format shall not be accepted and bids submitted by bidders with such Bank Guarantee will be liable for rejection.

(b) A Cashier's cheque or Demand Draft with validity of minimum 90 days or as per RBI’s guidelines, drawn on “Oil India Limited” and payable at Jodhpur, Rajasthan.

(Note : In case of submission of Demand Draft/Cashier Cheque towards Bid Security by bidder, OIL shall encash the Demand Draft/Cashier Cheque. However, the return of Bid Security will be governed by the terms and conditions of the Bid Document.)

(c) Online direct deposit of Bid Security amount in OIL's bank account through e-procurement portal in case of e-tender.

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

- 8.3 Any bid not accompanied by a proper Bid Security in Original secured in accordance with sub-clause 8.2 above shall be rejected outright by the Company as non-responsive without any further reference.
- 8.4 The Bank Guarantee issued by a Bank amongst others shall contain the complete address of the Bank including Phone Nos., Fax Nos., E-mail address and Branch Code.
- 8.5 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the bidder's cost.
- 8.6 Bid Security shall not accrue any interest during its period of validity or extended validity. OIL shall not be liable to pay any bank charges, commission or interest on the amount of Bid Security.
- 8.7 The Bank Guarantee should be enforceable at all branches of the issuing Bank within India and preferably at Jodhpur, Rajasthan, the place of issuance of tender.
- 8.8 The Bid Security shall be forfeited:
- i) If a bidder withdraws their Bid during the period of bid validity specified by the bidder or any extension thereof agreed to by the bidder, and/or
 - ii) If the bidder having been notified of the acceptance of their bid by Company during the validity period of the bid including extension agreed to by the bidder:
 - a) Fails or refuses to accept the LOI/LOA/Order/Contract and/or
 - b) Fails or refuses to furnish Performance Security.
 - and/or
 - iii) If a bidder furnishes fraudulent document/information in their bid and subsequent clarification against the tender/Purchase order/Contract.
- 8.9 The scan copy of the original Bid Security in the form of either Bank Guarantee or Cashier Cheque or Bank Draft shall be uploaded by bidder along with the Technical bid in the "Technical RFx Response" of OIL's E-portal. The original Bid Security shall be submitted by bidder to the office of Chief Manager(M&C), Oil India Ltd., Jodhpur-342005(Rajasthan), India in a sealed envelope which must reach Chief Manager(M&C) on or before 11.00 Hrs(IST) on the Bid Closing date or any other date and time specifically mentioned in the tender failing which the bid shall be rejected outright.

- 8.10 Unsuccessful Bidder's Bid Security will be returned within 30 days after finalization of the tender. However, in case of Two Bid tenders, Bid Security of the technically rejected bidders shall be returned after the priced bid opening of the acceptable bids.
- 8.11 Successful Bidder's Bid Security will be returned upon Bidder's furnishing the valid and proper Performance Security to OIL. Successful bidder will however, ensure validity of the Bid Security till such time the Performance Security in conformity with Clause 9.3 & 9.4 below is furnished.
- 8.12 In case, any such Bid Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the fake signatures, the bid submitted by the concerned bidder shall be rejected forthwith and the bidder shall be debarred from participating in future tenders for the period to be decided by Company.
- 8.13 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred for a period of 2 (two) years.
- 8.14 If it is found that a bidder has furnished fraudulent document/ information, the Bid Security shall be forfeited and the party shall be debarred for a period of 3(three) years from the date of detection of such fraudulent act, besides the legal action. In case of major and serious fraud, the period of debarment may be enhanced.
- 8.15 In case a bidder does not accept the LOI/Purchase Order/LOA issued within the validity of their offer, the Bid Security(if applicable) shall be forfeited and the party shall be debarred for a period of 2 (two) years. (Amendment)

8.16 EXEMPTION OF BID SECURITY:

Central Govt. departments, Central Public Sector undertakings are exempted from submitting Bid Security. Bidders registered with DGS&D and MSE units(and not their dealers/distributors) which are themselves registered with District Industry Center or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation(NSIC) or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME are also exempted from submitting Bid Security irrespective of monetary limit mentioned in their registration certificate provided they are registered for the same item(s)/services for which tender has been invited and provided they submit offer for their own products/services. However, the valid registration certificate issued by the authorities as above and indicating the category of item/services and the monetary limit for which they are registered must be submitted by the bidders along with their bids(Technical) without which the bidders will not be entitled for the exemption.ô (Amendment)

9.0 PERFORMANCE SECURITY :

(NOTE : This clause is applicable only in case of tenders wherever specifically mentioned.)

- 9.1 The successful bidder shall furnish to Company the Performance Security in the prescribed format enclosed (Annexure VIII) herewith within 30 days of receipt of the formal purchase order by the successful bidder failing which OIL reserves the right to cancel the order and forfeit the Bid Security. Bidders should undertake in their bids to submit Performance Security as stated above.

- 9.2 The amount of Performance Security and the date of expiry of the Performance Security shall be as indicated in the Purchase Order. The amount of Performance Security in case of Procurement of Goods shall be 10% of order value (unless specified otherwise).
- 9.3 The Performance Security shall be denominated in Rupees and shall be in any one of the following forms :
- (a) A Bank Guarantee in the prescribed format issued from any scheduled Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank only will be accepted.
Bank Guarantees issued by Banks in India should be on non-judicial stamp paper/Franking receipt of requisite value, as per Indian Stamp Act, purchased in the name of the Banker or the Seller.
Bank Guarantee with any condition other than those mentioned in OIL's prescribed format shall not be accepted and bids submitted by bidders with such Bank Guarantee will be liable for rejection.
- (b) A Cashier's cheque or Demand Draft with validity of minimum 90 days or as per RBI's guidelines, drawn on Oil India Limited and payable at Jodhpur, Rajasthan.
(Note : In case of submission of Demand Draft/Cashier Cheque towards Performance Security by seller, OIL shall encash the Demand Draft/Cashier Cheque. However, the return of Performance Security will be governed by the terms and conditions of the Bid Document / Purchase order.)
- 9.4 The Performance Security specified above must be valid for 3(three) months beyond the Warranty period indicated in the Purchase Order /contract agreement. The Performance Security will be discharged by Company not later than 30 days following its expiry after completion of obligations under the order/contract. In the event of any extension of the Warranty period of the Purchase Order/Contract, Bank Guarantee should be extended by the Seller/Contractor by the equivalent period.
- 9.5 The Performance Security shall be payable to Company as compensation for any loss resulting from Supplier's/Contractor's failure to fulfil its obligations under the order/Contract.
- 9.6 The Performance Security will not accrue any interest during its period of validity or extended validity. OIL shall not be liable to pay any bank charges, commission or interest on the amount of Performance Security.
- 9.7 The Bank Guarantee issued by a Bank amongst others shall contain the complete address of the Bank including Phone Nos., Fax Nos., E-mail address and Branch Code.
- 9.8 Failure of the successful Bidder to comply with the requirements of clause 9.0 shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security or Performance Security. In such an eventuality, the party shall be debarred for a period of 2(two) years from the date of default.

- 9.9 In the event of Seller's/Bidder's failure to discharge their obligations under the order/Contract, the Performance Security shall be encashed and the proceeds thereof shall be forfeited without any further reference to the Seller/Bidder.
- 9.10 In case, the Performance Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the fake signatures, the LOI/Purchase Order issued/placed on the bidder shall be treated as cancelled forthwith and the bidder shall be debarred from participating in future tenders. Further, the Bid Security submitted by such bidder shall be invoked without any further reference.
- 9.11 The Performance Security for capital nature items like plant and machinery etc. shall be valid for 12 months from the date of commissioning plus 3(three) months or 18 months from the date of shipment/despatch plus 3(three) months whichever concludes earlier. However, for consumables like chemicals, cement, tubular etc. the Performance Security shall be valid for 12 months from the date of shipment/despatch plus 3(three) months.
- 9.12 The supplier/contractor will extend the validity of the Performance Security, if and whenever specifically advised by OIL, at the Bidder/Seller/contractor's cost.
- 9.13 If it is found that a bidder/Seller/Contractor has furnished fraudulent document/information, the Performance Security shall be forfeited and the party shall be debarred for a period of 3(three) years from the date of detection of such fraudulent act, besides the legal action. In case of major and serious fraud, the period of debarment may be enhanced.

10.0 **DOCUMENTS COMPRISING THE BID:**

- 10.1 The bid prepared by the bidder shall comprise the following components, duly completed:
- a) Price schedule (Refer on-line) Price Schedule as applicable)
 - b) Documentary evidence in accordance with Clause 1.2 if the bidder is other than Original Equipment Manufacturer.
 - c) Bid must accompany necessary literature/catalogue of the equipment as well as of the spare parts catalogue thereof, wherever required.
 - d) Bid Submission Proforma duly filled in (Refer Annexure I)
 - e) Exceptions/Deviations Form duly filled in (Refer Annexure III)
 - f) Check List duly filled in (Refer Annexure IV)
 - g) Bidder's past supplies proforma duly filled in (Refer Annexure V)
 - h) Authorisation letter for attending Tender Opening (Refer Annexure VI)
 - i) Bid Security, wherever required.
 - j) Confirmation about the Performance Security, wherever required
 - k) Back-up Authority Letter for warranty cover of manufacturer in case the bid is from sole selling agent/authorised distributor/authorised dealer/authorised supply house.

11.0 SUBMISSION AND OPENING OF BIDS:

11.1 The bid along with all annexures and copies of documents should be submitted in e-form only through OIL's e-bidding engine. The price bids submitted in physical form against e-procurement tenders shall not be given any cognizance. However the following documents should necessarily be submitted in physical form in sealed envelope superscribed as "Tender Number and due for opening on....." The outer cover should duly bear the tender number and date of closing/opening prominently underlined, alongwith the address of Purchaser's office, as indicated in Invitation For Bids:

1. The original bid security.
2. Any other document required to be submitted in original as per tender requirement.
3. If Sample is called for in the Tender
4. Printed catalogue and Literature if called for in the NIT.

12.0 DEADLINE FOR SUBMISSION OF BIDS:

12.1 Bidders will not be permitted by System to make any changes in their bid after bid has been uploaded by bidder. Bidder may however request the administrator of particular tender through the system for returning their bids before the due date of submission for resubmission. But no such request would be entertained once due date for submission of bids has been reached.

12.2 No bid can be submitted after the submission dead line is reached. The system time displayed on e-procurement web page shall decide the submission dead line.

13.0 CLARIFICATIONS OF BIDS :

- 13.1 No unsolicited correspondence after submission of the offer will be taken cognizance of or responded to.
- 13.2 After the opening of the bid, OIL may at its discretion ask the bidder for clarification of its bids. The request for clarification and response shall be in writing and no change in the price or substance of the Bid shall be accepted. The reply of the bidder should be restricted to the clarifications sought.

14.0 EXTENSION OF BID SUBMISSION DATE :

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

15.0 LATE BIDS:

Timely submission of tenders is the responsibility of the bidder. Bidders are advised in their own interest to ensure that bid are uploaded in system well before the closing date and time of the bid.

16.0 OPENING OF BIDS:

- 16.1 The bid will be opened at 1300 Hrs. (IST) or on the date & time of opening indicated in "Invitation for Bid". Bidder or their authorised representative (only one person per bidder) will be allowed to be present at the time of opening of the Bids. However, a letter (in the form as per Annexure VI enclosed) must be produced to the Tender Opening Officer at the time of opening of tenders. Unless this letter is presented, the representative will not be allowed to attend the tender opening.
- 16.2 In case of unscheduled holiday on the closing/opening day of bid, the closing/opening date shall be re-fixed to next working day, the time notified remaining the same.

17.0 COMPLIANCE WITH TENDER :

- 17.1 Bidder's offer must conform in all respects with the applicable specifications, drawings and terms and conditions of the tender. Any deviation from the tender specifications or terms and conditions must be clearly and explicitly stated. In order to be considered responsive, the Bidder must enclose Annexure ñ III (duly filled in) with their Bid.
- 17.2 OIL reserves the right to accept / reject any deviation in bidder's offer pertaining to the materials specifications or to the terms and conditions stipulated in this tender without assigning any reason other than Bid Rejection Criteria specified in the Bid document.

17.3 CHECK LIST :

THE CHECK LIST, AS PER ANNEXURE - IV ENCLOSED, MUST BE COMPLETED AND SUBMITTED ALONG WITH THE OFFER.

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

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

19.0 INSPECTION AND TEST :

- 19.1 All materials to be supplied shall be subject to inspection and test by OIL at its discretion at any stage of manufacture and before despatch by mutual arrangement. Inspection and tests shall be carried out either by OIL's personnel or through a third party nominated by OIL. Seller has to arrange for the inspection through the nominated third party (whenever applicable) and obtain the necessary inspection certificates together with the declaration certificate (as per Format mentioned in Annexure IX)
- 19.2 OIL reserves the right to inspect the material through any of the Third Party Inspection Agencies. While appointing the Third party inspection Agency (from OIL's approved

agencies), the bidder shall pass instruction to the appointed Third Party Inspection Agency to comply and respond to the advice/queries made by OIL directly with the inspection agency in connection with the inspection.

- 19.3 Bidder must extend the required facility for inspection by Third Party Inspection Agency. The bidder will be responsible for arranging the third party inspection and must submit the inspection certificate in Original together with the Declaration Certificate (as per Format mentioned in Annexure IX) to OIL alongwith the despatch/shipping documents. The certificate issued by the Third Party Inspection Agency must specify that the inspection has been carried out for the material to be supplied to OIL INDIA LIMITED and inspection has been carried out as per the scope of inspection stipulated in OIL's Purchase Order. The certificate should also specify OIL's Purchase Order Number.

20.0 PACKING :

- 20.1 Packing of goods must be sufficiently robust to withstand multiple handling during transit for delivery to their final destination so that contents do not get damaged. Protection of the plant and equipment against corrosion or deterioration must be given special attention.
- 20.2 Machined steel and iron parts are to be heavily greased / varnished as a prevention against rust.
- 20.3 In the case of internal combustion engines, compressors and similar equipment, internal parts are to be sprayed with an inhibitor or water splitting preservative and all openings covered with tape to prevent ingress of water.
- 20.4 Boxes / Packing cases containing electrical / electronic equipment are to be waterproof lined.
- 20.5 All items must have their respective identification marks painted / embossed on them.
- 20.6 Crates or boxes should have a list of items contained therein secured to the exterior by means of an enveloping piece of tin sheet nailed to the wood. A duplicate list should also be included inside the crate with the contents.
- 20.7 The Seller shall be responsible for damage of goods either in full or in part and for corrosion and/or deterioration of the plant and equipment during transit due to inadequate/insufficient packing or due to non-compliance with the above Para Nos. 20.1 to 20.4 depending upon the nature of items and as such shall be obligated to repair or replace the damaged goods or plant or equipment in full or in parts thereof, at free of cost to OIL within a reasonable period of time.

20.8 WEIGHT AND SIZE LIMITATION OF PACKAGES :

Normal limiting dimensions and weights are as under :

<u>Category</u>	<u>Length</u>	<u>Width</u>	<u>Height</u>	<u>Capacity</u>
Truck	5.185 Mtrs.	1.98 Mtrs.	1.98 Mtrs.	9 MT
Normal Trailer	10.98 Mtrs.	2.44 Mtrs.	2.44 Mtrs.	18 MT
Semi Low Bed Trailer	10.98 Mtrs.	3.05 Mtrs.	3.05 Mtrs.	20 MT
Low Bed Trailer	6.71 Mtrs.	3.05 Mtrs.	3.81 Mtrs.	18 MT

This dimensional restriction must not be violated without prior approval from OIL. The finished packing should be in the form of a Box under the limited dimensions.

21.0 DESPATCH :

21.1 Road Despatch :

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

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

21.1.3 Bidders to note that OIL is presently having a road transportation contract for transportation of its goods from various places in India to the destination of OIL's various spheres in India. Under the terms of the Contract, the transporter is required to lift the materials against any orders from the works of the suppliers if the gross weight of the consignment is more than 3 MT. However, if the gross weight of the consignment is less than 3 MT, it will be the responsibility of the supplier to deliver the goods to the office of the transporter located nearer to the supplier's works.

Bidders also to note that for small and sundry consignment having total gross weight less than 3 MT, the gross weight of each individual box should not exceed 300 KG for ease of handling.

Bidders to take note of the above while quoting their prices. Bidders however, to quote their own prices towards transportation of the goods from the point of despatch to the destination of OIL's various spheres in India as asked for in tender for the purpose of evaluation of their bids. Bidders may contact OIL to know about the name of the contractor as well as its offices in the place of the bidder(s). Presently, M/s Western Carriers have been engaged by OIL as its transporter for carrying its goods to various destinations.

OIL, however, reserves the right to transport the goods through its transporter. In the event OIL decides to transport the goods through its transporter, supplier must comply with the above instructions, wherever applicable and it will be obligatory on the part of the supplier to supply the goods complying to the norms specified. Any extra expenditure due to non-compliance of the above shall be to the account of the supplier.

21.2 Rail Despatch :

In case of Rail despatch, the Bidder will be fully responsible for arranging required railway wagons/rake. Tubular consignment will be despatched on open type wagons only. Height of the wagons should not exceed 4.6 metres.

21.3 For supplies to Fields Head Quarter at Duliajan, the successful suppliers will be given necessary permission to enter into the Industrial Area or Company's other operating areas to deliver the material as per timings given below:

- a) Monday to Friday :
 - Morning : 08.00 AM to 10.00 AM
 - Afternoon : 12.30 PM to 02.00 PM
- b) Saturday :
 - Morning : 08.00 AM to 10.00 AM

22.0 **INSURANCE** :

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

23.0 **PAYMENT TERMS:**

23.1 **Payment terms where installation / commissioning and Training are not involved :**

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

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

23.2 **Payment terms where installation /commissioning and Training are involved :**

Wherever installation / commissioning and Training are involved, 70% payment will be made against supply of materials and balance 30% after satisfactory commissioning at site along with the installation & commissioning charges after adjusting liquidated damages, if any. Payment towards training will be released after successful completion of training.

23.3 Payment against Trial Orders :

In the event of placement of trial orders, payment will be made only on acceptance of goods after successful field trial of the materials.

23.4 Payment to third party :

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

24.0 BANKING CHARGES :

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

25.0 ADVANCE PAYMENT:

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

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

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

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

26.0 CONFIDENTIAL INFORMATION :

26.1 The Bidder / Seller shall treat as confidential all designs, drawings, data or information written or verbal, supplied by OIL and shall use its best endeavors to ensure that such design, drawings, data or information is not divulged to any third party except with the consent of OIL where necessary for the purpose of performance of its obligation hereunder and subject to similar undertakings being obtained from such third parties to treat such design, drawings, data or information in like confidence other than designs, drawings, data or information which at the time of proposed disclosure are within the public knowledge or in the Bidder's/Seller's possession.

27.0 PATENT AND OTHER RIGHTS :

- 27.1 The Bidder/Seller shall fully indemnify OIL against any action, claim or demand, costs and expenses arising from or incurred by reason of any infringement or alleged infringement of any letter, patent, design, trademark or name, copy right or other legally protected rights in respect of any plant, work, materials to be supplied or any arrangement, system or method of using, fixing or working to be employed by the Bidder/Seller.
- 27.2 In the event of any claim or demand being made or action brought against OIL in respect of any of the aforesaid matters, OIL shall notify the Bidder/Seller thereof as soon as possible and Bidder/Seller shall conduct with the assistance of OIL if necessary, but at his own expense, all negotiation for the settlement of such matter and any legal proceeding, litigation/ arbitration involved or which may arise therefrom.

28.0 INDEMNITY AND INSURANCE :

- 28.1 The Bidder/Seller shall defend or hold OIL harmless from all actions, claims, suits and demands made, against either or both of them in respect of injuries to or death of any person including employees of the Bidder/Seller or non-compliance of any statutory/safety requirement.
- 28.2 The Bidder/Seller shall also defend and hold OIL harmless for loss of and damage to property arising from the supply of any goods or materials or the erection, installation repair or operation for a period, of any plant hereunder.

29.0 ASSIGNMENT :

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

30.0 WARRANTY / GUARANTEE :

- 30.1 Goods, materials or plant (s) to be supplied hereunder shall be new, of recent make, of the best quality & workmanship and shall be guaranteed by the Seller for a period mentioned hereunder against defects arising from faulty materials, workmanship or design. Defective goods / materials or parts notified by OIL to the Seller shall be replaced immediately by the Seller on F.O.R destination basis including payment of all taxes and duties at Seller's expense. This guarantee shall survive and hold good notwithstanding inspection, payment for and acceptance of the goods.

<u>NATURE OF ITEMS</u>	<u>PERIOD OF WARRANTY / GUARANTEE</u>
For consumables like Cement, Chemicals, tubulars etc	12 months from the date of despatch/shipment

For Capital Items	18 months from the date of despatch/shipment or 12 months from the date of successful commissioning, whichever is earlier
For other items	18 months from the date of despatch/shipment or 12 months from the date of receipt at destination, whichever is earlier

31.0 DEFAULT IN DELIVERY / LIQUIDATED DAMAGES :

31.1 Time will be of the essence of the contract.

31.2 In the event of the Seller's default in maintaining the agreed delivery schedule set out in the order, OIL shall have the right to cancel the order at any time after expiry of scheduled delivery date without any reference to the Seller and make alternative arrangement at the discretion of OIL in which case extra expenditure involved, will be recoverable from the Seller and OIL shall not be responsible towards such cancellation or any damage that may be incurred by the Seller. The decision of OIL shall be final and binding on the Seller.

31.3 As an alternative to Clause No. 31.2 above, OIL reserve the right to accept the materials but, the Seller shall be liable to pay liquidated damages @ 0.5% per week or part thereof of the value of the goods in respect of which default in delivery takes place subject to a maximum of 7.5 %. Should there be default on the part of the Seller for more than 15 Weeks from the scheduled date to complete the delivery or to complete the installation/commissioning & Training (wherever applicable) successfully, OIL shall have the right, in addition to the provisions under Clause 31.2 to invoke the Performance Security without causing any notice to the Seller to this effect.

The amount of liquidated damage as stipulated above is a pre-estimated genuine loss as agreed by both the parties and shall be payable without any demur and shall not be open for any dispute whatsoever.

31.4 The liquidated damage as agreed by both the parties as a genuine pre-estimated loss shall be payable on Landed Cost of the materials at destination inclusive of all cost to the extent of default (undelivered portion only in cases where part delivery is acceptable) and commissioning at site is not involved.

32.0 FORCE MAJEURE :

32.1 In the event of either of the parties being rendered unable, wholly or in part by force majeure to carry out its obligations under the agreement when entered into, it is agreed that on such party giving notice and full particulars of such force majeure in writing or by telegram / telex / fax to other party as soon as possible (within maximum one week), after the occurrence of the cause relied on then the obligations of the party giving such notice with proper documentary evidence so far as they are affected by such force

majeure, shall be suspended during the continuance of any inability so caused but for no longer period, and such cause as far as possible be remedied with all reasonable effort.

- 32.2 The term "Force Majeure" as used herein shall mean "Acts of God" including Landslides, Lightning, Earthquake, Fires, Storms, Floods, declared Wars, Blockades, insurrection, riots, Government regulations etc., which are not within the control of the party claiming suspension of its obligations within the meaning of the above Clause 32.1 and which renders performance of the contract by the said party completely impossible.

33.0 DEFAULT :

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

34.0 TERMINATION :

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

35.0 APPLICABLE LAW :

The contract arising out of this tender shall be interpreted in accordance with and governed by the laws of India.

36.0 ARBITRATION :

- 36.1 All disputes and differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this Tender and consequent Contract or the breach thereof shall be mutually settled. However, in case no such mutual settlement is arrived at, the matter shall be settled by arbitration in accordance with the provision of arbitration of the Indian Arbitration & Conciliation Act, 1996 and any statutory modification or re-enactment thereof and the Rules made there under and for the time being in force. The venue of arbitration shall be at the place of issuance of tender unless otherwise agreed by OIL
- 36.2 In case of dispute with the Seller who happens to be a Public Sector Undertaking, the same shall be resolved as per Department of Public Enterprises (DPE) guidelines.

37.0 BID REJECTION CRITERIA :

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

- 37.1 Bidders shall offer firm price through delivery and not subject to variation on any account. Bids with adjustable price shall be treated as non responsive and rejected.
- 37.2 Offers with inadequate validity will be rejected.
- 37.3 Bids received after bid closing date and time shall be rejected. Also, modification of Bids received after Bid Closing date/time shall not be considered.
- 37.4 Offers received from unsolicited parties shall not be considered and rejected.
- 37.5 The authenticity of the digital signature shall be verified through authorised CA after bid opening and in case the digital signature is not authorized the bid will be rejected.
- 37.6 Any offer containing incorrect statement will be rejected
- 37.7 Bids without original Bid Security as per Para 8.0 (wherever called for) and confirmation regarding submission of requisite Performance Security as per Para 9.0 (wherever called for) shall be rejected.
- 37.8 The bids shall conform generally to the specifications and terms and conditions given in the tender. Bids shall be liable for rejection in case the goods offered don't conform to the required minimum / maximum parameters stipulated in the technical specifications and to the respective international/National standards wherever stipulated.
- 37.10 Bids not submitted in compliance with Para 6.9 above regarding submission of samples (whenever applicable) will be rejected.
- 37.11 To ascertain the substantial responsiveness of the bid, clarification in respect of clauses covered under BRC can be asked from the bidder and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by the company, failing which the bid will be summarily rejected.
- 37.12 Offer shall be rejected straightaway without seeking clarification in case the party refuses to sign Integrity Pact. (Amendment)

- 37.13 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be liable for rejection:
- i. Guarantee of Material clause
 - ii. Force Majeure Clause
 - iii. Arbitration Clause
 - iv. Acceptance of Jurisdiction and Applicable Law clause
 - v. Liquidated damage and penalty clause
 - vi. Integrity Pact clause
 - vii. Delivery Period clause (Amendment)

38.0 BID EVALUATION CRITERIA :

- 38.1 Bids which are found to be responsive and meeting the requirement both specification wise and terms and conditions in the enquiry will be considered for final evaluation.
- 38.2 Each item shall be normally evaluated independently unless otherwise stated.
- 38.3 In the event of computational error between unit price and total price, unit price shall prevail and adopted for evaluation.
- 38.4 Similarly, in the event of discrepancy between words and quoted figure, words will prevail.
- 38.5 Preference to Public Sector Undertaking and MSE etc. will be given as per prevailing Government Guidelines as applicable on bid closing date.
- 38.6 At the time of evaluation of the offers, past performance of similar equipment supplied by the bidder as well as after-sales service, supply of spares, etc. in respect of such equipment by the concerned bidder will be considered / evaluated. If the same are not found to be satisfactory as already communicated to the bidder, the offer may be considered as unacceptable offer and rejected.
- 38.7 Considering the nature of the item, if the product offered by the lowest acceptable bidder is not field proven in OIL, purchaser at its discretion may place a trial order to the extent of 25% (maximum) only and balance quantity will be procured from other competitive bidders whose product has been field proven in OIL.

39.0 PURCHASE PREFERENCE :

OIL reserves the right to allow to the Central Public Sector Enterprises, purchase preference facilities as admissible under the existing policy. However, the provisions are subject to change as per Govt. Guidelines and the provisions ruling at the time of bid (price bid in case of two bid/stage system) opening will be applicable. Bidders are requested to take a note of the latest guidelines of the Govt. in this regard on their own and quote accordingly.

40.0 COMPARISION OF OFFERS:

- 40.1 Comparison of the bids will be done on total F.O.R. destination cost basis to ascertain the lowest bid. Railway freight in case of bulky consignment (forming rake load) and road freight for others will be considered for arriving at the FOR destination cost.
- 40.2 In case of any conflict between the Rejection/Evaluation criteria stipulated in this Section with that given in the Invitation for Bid against specific Tender, those mentioned in the Invitation for Bid against specific Tender will prevail.

Amendment to General Terms and Conditions for E-PROCUREMENT LCB TENDERS (MM/LOCAL/E-01/2005).

The following New Clause in General Terms and Conditions for E-PROCUREMENT LCB TENDERS (MM/LOCAL/E-01/2005) has been added:

Public Procurement Policy for Micro and Small Enterprises (MSEs)

Govt. of India under Micro, Small and Medium Enterprises Development (MSMED) Act 2006, has proclaimed the Public Procurement Policy, 2012 with effect from 1st April, 2012 in respect of procurement of goods and services, produced and provided by micro and small enterprises, by its Ministries, Departments and Public Sector Undertakings for promotion and development of Micro and Small Enterprises.

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

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

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

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

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

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

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

3.0 Benefits to Micro and Small Enterprises :

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

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

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

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

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

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

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

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

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

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

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

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

7.0 In case a supplier (other than Micro/Small Enterprise) against an order placed by OIL procures materials from their sub-vendor who is a Micro or Small Enterprise registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME, with prior consent in writing from OIL, the complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid MSE registration certificate etc.) of the sub-contractor(s) shall be furnished by the supplier to OIL.

BID SUBMISSION PROFORMA

Tender No :

Oil India Limited

Dear Sirs,

I / We have understood and compiled with the "Instructions to Bidders" at "Bid evaluation / Rejection Criteria" and the "General Terms and Conditions" for supply and have thoroughly examined and compiled with the specifications, drawings and / or pattern stipulated hereto and / are fully aware of the nature of the material required and my / our offer is to supply materials strictly in accordance with the requirements.

Yours faithfully,

(SIGNATURE OF BIDDER)

ADDRESS :

DATED :

TELEPHONE NO :

FAX NO :

EMAIL ADDRESS :

Note: This form should be returned along with offer duly signed

ANNEXURE - II

Price Schedule Proforma

-Deleted- not relevant for E-tendering

(Prices are to be quoted as per online format)

PROFORMA EXCEPTION / DEVIATION**EXCEPTION / DEVIATION PERFORMA**

OIL expects the bidders to fully accept the terms and conditions of the bidding documents. However, should the bidder experience some exception and deviations to the terms of the bidding documents, the same should be indicated here and put in unpriced bid. In order to be considered responsive, Bidder's offer must specifically include the following statement :

- (a) We certify that our offer complies with all NIT requirements and specifications without any deviations.

Or

- (b) We certify that our offer complies with all NIT requirements and specifications with the following deviations :

Clause No. of Bidding Document	Full compliance/ not agreed	Exception/ deviations taken by the Bidders	Remark

Signature of the Bidder

Name :

Seal of the company

CHECK LIST

THE CHECK LIST MUST BE DULY FILLED UP COMPLETELY AND TO BE SUBMITTED ALONG WITH YOUR OFFER. PLEASE ENSURE THAT ALL THESE POINTS ARE COVERED IN YOUR OFFER. THESE WILL ENSURE THAT YOUR OFFER IS PROPERLY EVALUATED. PLEASE CROSS THE BOX WHICHEVER IS APPLICABLE.

TECHNICAL

1.0 Whether necessary literature/catalogue of the equipment as well as spare parts thereof has been attached with the offer?

Yes ☐ No ☐

2.0 Whether the product quoted is IS / BIS approved and bears IS / BIS monogram ? (if applicable)

Yes ☐ No ☐ Not applicable ☐

3.0 Whether required sample asked in bidding document has been submitted along with the offer ?

Yes ☐ No ☐ Not applicable ☐

4.0 If the sample has been asked for and the bidder is exempted from submission of sample, then whether exemption letter has been enclosed with the offer ?

Yes ☐ No ☐ Not applicable ☐

5.0 Whether the materials being offered fully conform to the required technical specifications ?

Yes ☐ No ☐

6.0 If not, whether you have separately highlighted the deviation?

Yes ☐ No ☐

COMMERCIAL

1.1 Whether requisite tender fee has been paid ?

☐ Yes ☐ No ☐ Not applicable ☐

1.2 If so, furnish the following :-

(i) Value

(ii) Mode of payment: ☐

2.1 Whether Original Bid Security has been forwarded (if it is in form of BG) ?

☐ Yes ☐ No ☐ Not applicable ☐

2.2 If so furnish the following:-

(i) Name of the Bank

(ii) Value

(iii) Number

(iv) Date of issue

(v) Period of validity of the Bank Draft/Bank Guarantee/Letter of Credit.

(The validity of Bank Draft should not be less than 180 days).

3.0 In case the Bidder is a supply house, whether authorisation from the manufacturer, authorising him to bid, has been enclosed with the offer ?

☐ Yes ☐ No ☐ Not applicable ☐

4.0 Have you offered firm price?

☐ Yes ☐ No ☐

5.0 Have you specified currency of the quoted price?

☐ Yes ☐ No ☐

6.0 Whether the period of validity of the offer is as required in bidding document?

☐ Yes ☐ No ☐

7.0 Have you indicate firm delivery ?

☐ Yes ☐ No ☐

8.0 Whether Original Bid Security has been forwarded in original (if called for) ?

☐ Yes ☐ No ☐ Not applicable ☐

9.0 Whether confirmation regarding submission of performance Security has been furnished (if called for) ?

☐ Yes ☐ No ☐ Not applicable ☐

10.0 Whether confirmation regarding Gurantee/ warranty has been furnished ?

☐ Yes ☐ No ☐

11.0 Whether Gross Weight / Volume of consignment has been furnished ?

☐ Yes ☐ No ☐

12.0 Whether the cost of Third party Inspection charges included in the quoted prices? If not, whether these have been quoted separately. (if called for)

☐ Yes ☐ No ☐ Not applicable ☐

13.0 Whether the cost of Installation/ erection / Commissioning at Site charges included in the quoted prices? If not, whether these have been quoted separately. (if called for)

☐ Yes ☐ No ☐ Not applicable ☐

14.0. Whether the cost of training of OIL personnel included in the prices? If not, whether these have been quoted separately. (if called for)

☐ Yes ☐ No ☐ Not applicable ☐

15.0 Has the statement incorporating the exceptions/deviations as per the proforma at Annexure ñ III, been prepared and enclosed with the offer?

☐ ☐

16.0 Has the bidder's past supplies proforma (Annexure ñ V) been carefully filled and enclosed with the offer ?

☐ ☐

17.0. In case Antidumping Duty is applicable, whether confirmation to bear the Antidumping duty by the Bidder has been made in the Bid.

☐ ☐ ☐

18.0. If the Bidder is seeking business with OIL for the first time, has he given the details of the parties to whom the offered items/services have been provided in past alongwith their performance report ?

☐ ☐

19.0 Whether required sample asked in bidding document has been submitted alongwith the offer ?

☐ ☐ ☐

20.0. Confirm that all documents required in unpriced techno-commercial bid without prices are placed in unpriced folder.

☐ ☐

21.0. Confirm that bid and all documents are signed using valid digital signatures issued by acceptable Certifying Authority (CA) as per Indian IT Act 2000.

☐ ☐

22.0 Whether firm Ex-works and FOR destination prices have been quoted by indigenous bidders

☐ Yes ☐ No ☐

23.0 Whether a copy of latest income tax clearance certificate has been enclosed ?

☐ Yes ☐ No ☐ Not applicable ☐

24.0 Whether details of your registration under GST/IGST have been indicated in the offer?

☐ Yes ☐ No ☐

Offer Ref Dated .
OIL's Tender No. Signed
For & on behalf of ... Designation .

ANNEXURE - V

PROFORMA IF BIDDER'S PAST SUPPLIES

SL.NO	NAME & ADDRESS OF CLIENT	ORDER NO. & DATE	DESCRIPTION DETAILS	TOTAL QUANTITY SUPPLIED SUCCESSFULLY	TOTAL QUANTITY SUPPLIED SUCCESSFULLY

NOTE :- CERTIFICATE FROM CLIENTS TO BE ENCLOSED ALONGWITH THIS
PROFORMA

Signature of the Bidder

Name_ _____

Seal of the Company

PERFORMA OF AUTHORISATION LETTER FOR ATTENDING TENDER OPENING

NO.

Date

To,

The
Oil India Ltd.,

(India)

Dear Sir,

Subject : **Tender No.** **due on**

For _____ Mr _____ has been authorised
to be present at the time of opening of above tender due on _____ at _____ on
my/our behalf.

Yours faithfully

Signature of Bidder

Name:
Designation :
For & on behalf of :

Copy to: Mr _____ for information and for production before the _____ (MM) _____ at the
time of opening of bids.

PERFORMA OF BID SECURITY

Ref. No

Bank Guarantee No

Dated

TO,
OIL INDIA LIMITED
RAJASTHAN PROJECT
P. O.: JODHPUR - 342005
RAJASTHAN, INDIA

Whereas _____ (herein after called 'the Bidder') has submitted their Bid No. _____ dated.....against OIL INDIA LIMITED, RAJASTHAN PROJECT, JODHPUR, RAJASTHAN, INDIA (hereinafter called the purchaser) tender No. _____ for the supply of (hereinafter called 'the Bid') KNOW ALL MEN by these presents that we _____ (hereinafter called 'the Bank') are bound unto the Purchaser, in the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the said Bank thisday of.....

THE CONDITIONS of this obligation are :

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

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

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

The details of the issuing bank and controlling bank are as under:

A.Issuing Bank

1. Full address of the bank:
2. Email address of the bankers:
3. Mobile nos. of the contact persons:

B.Controlling Office

1. Address of the controlling office of the BG issuing banks:
2. Name of the contact persons at the controlling office with their mobile nos. and email address:

Signature & Seal of the Bank

PERFORMA OF PERFORMANCE SECURITY FORM

Ref. No

Bank Guarantee No

Dated

TO,

OIL INDIA LIMITED
 RAJASTHAN PROJECT
 P. O.: JODHPUR - 342005
 RAJASTHAN, INDIA

Whereas _____ (herein after called 'the Seller') has undertaken, in pursuance of Order No. _____ dated. _____ to supply _____ (description of Goods and Services) hereinafter called 'the Contract'

AND WHEREAS it has been stipulated by you in the said Contract that the seller shall furnish you a Bank guarantee by a recognized Bank for the sum specified therein as security for compliance with the Seller's performance obligation in accordance with the contract.

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

THEREFORE we hereby affirm that we are Guarantors on responsibility to you, on behalf of the seller, up to a total of _____ (amount of the Guarantee in words and figures) and we undertake to pay you upon first written demand declaring the Seller to be in default under the contract and without cavil or argument and sum or sums within the limits of. _____ (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

The Guarantee is valid until the _____ day of _____

The details of the issuing bank and controlling bank are as under:

A.Issuing Bank

1. Full address of the bank:
2. Email address of the bankers:
3. Mobile nos. of the contact persons:

B.Controlling Office

1. Address of the controlling office of the BG issuing banks:
2. Name of the contact persons at the controlling office with their mobile nos. and email address:

Signature & Seal of the guarantors

Date _____

 Witness

DECLARATION CERTIFICATE BY THE THIRD PARTY INSPECTOR

TO WHOM IT MAY CONCERN

This is to certify that following material and quantity offered to us for inspection by M/s _____ has been inspected by us as per the scope of inspection mentioned in OIL INDIA LIMITED'S Order No. _____ Dated. _____ and passed by us for despatch.

Materials :

Quantity Passed :

Certificate No. :
Issued by us.

Date. _____ .

Seal

Signature of Third Party Inspector

Name:

Designation :

For & on behalf of :

The following are the Bank Details of OIL for obtaining Bank Guarantee :

Bank Details of Beneficiary	
a) Bank Name	CORPORATION BANK
b) Branch Name	JODHPUR BRANCH (0492) JODHPUR 342003 (RAJASTHAN)
c) Branch Address	NO. 76 LK TOWER, CHOPASANI ROAD, JODHPUR 342003 (RAJASTHAN)
d) Banker Account No.	CA 01000626 (049200201000626
e) Type of Account	CURRENT ACCOUNT
f) IFSC Code	CORP0000492
g) MICR Code	342017002
h) SWIFT Code	N/A
i) Contact No.	0291 - 2649128, 2625504
j) Contact Person Name	P. RAMNATH DIWAKAR
k) Fax No.	
l) Email Id	cb492@corpbank.co.in

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 ,duties & levies 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.

Bidders Response sheets for I

Tender No- SJI5673P18

Name of the Bidder
Place of Despatch (Ex- Works)
Total Weight of Quoted Items
Total Volume of Quoted Items
Rate of GST for all Consignees along with HSN code
Unit Road Freight in INR
HANDLING CHARGE
Quoted TPI charge
Validity of the Bid as per NIT
Delivery Period Quoted in Weeks from Placement of Order
Payment Term
Whether ORIGINAL Bid Bond (not copy of Bid Bond) Sent separately? If YES, provide details
(a) Amount :
(b) Name of issuing Bank :
(c) Validity of Bid Bond :
SUBMISSION OF PBG IN THE EVENT OF ORDER

Indian Bidders

Included / Extra
Yes / No
Yes / No
Yes / No

Tender No.

Name of Bidder :

SL. NO.
1
2
3
4
5
6
7
8
10
11
13

Matrix for Technical & Commercial Evaluation

BEC / TENDER REQUIREMENTS
Bidder to confirm that he has not taken any exception/deviations to the bid document .
Confirm that the product offered strictly conform to the technical specifications.
Confirm that the Offer has been made with Bid Bond / Bank Guarantee / Earnest Money along with the offer ?
Confirm unconditional validity of the bid as mentioned in the Annexure-IA
Confirm that the prices offered are firm and / or without any qualifications?
Confirm that all relevant fields in the on-line bidding format been filled in by the bidders for the items quoted by them.
Confirm that the price bid is in conformity with OIL's on line bidding format ?
Confirm that the Bid comply with all the terms & conditions ?
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.
Import Content:
Confirm that the bidder has indicated in their bid, the following details of the import content ?
i) List of materials to be imported.
ii) The quantity
iii) Their CIF value
Confirm delivery as per tender

Annexure

[illegible]

Guidelines to Bidders for participating in OIL's e-Procurement tenders

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 from 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 , New procedure for submission of response in system , system setting & other related informations are available on the website www.oil-india.com .

Bid invitations (Tenders)

1. The details of e-Procurement tenders can be accessed from our **e-Procurement** site <https://etender.srm.oilindia.in/irj/portal>
- 2.If you do not have a user id, please click on Guest login button to view available open tenders.
- 3.For obtaining User ID and Password , interested bidders are requested to go for Online Registration. Please do go to the url: <https://etender.srm.oilindia.in/irj/portal> And go to the link Supplier Enlistment for E-Tender .

Pre-requisites to submit tenders on line

- 1.Bidder should have a valid User Id to access OIL e-Procurement site.
2. Bidder should have a legally valid digital certificate with Organization Name alone with Encryption Certificate as per Indian IT Act from the Licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India as per Indian IT Act 2000.
3. Bidder should have paid the requisite tender fee, if applicable for the Bid Invitation. If you are exempt from paying tender fee, you should have got an exemption from the Tender Officer.
4. Bidder should fulfill any other pre-requisites mentioned in the tender documents of a specific tender.

Obtaining User Id to access OIL e-Procurement site

1. For obtaining User ID and Password, interested bidders are requested to go for Online Registration. Please do go to the url: <https://etender.srm.oilindia.in/irj/portal> And go to the link Supplier Enlistment for E-Tender. Other details can be viewed in www.oil-india.com.

Bidders are advised to apply for user ID at least 7 days prior to the last date of tender fee payment for their own interests. User ID's shall be processed within 4 days subject to furnish complete information by the bidder. OIL shall not be responsible for any delays in allocation of user ID/password and other tender related formalities.

2. Once the registration is completed Initially user id and password will be assigned to the bidder.

Instructions for obtaining Digital Signature & Encryption Certificate (DSC)

1. 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 eTendering the DSC token should be connected to your system.

The cost of obtaining the digital certificate shall be borne by the vendor.

2.Steps for obtaining Digital Certificate & Encryption Certificate

Visit the site of the licensed CA* using internet browser (<http://www.cca.gov.in/>)

Apply online for Digital Certificate Class III [Organization] along with Encryption Certificate for the designated individual with organization name. Ensure the Digital Certificate is legally valid in India.

For making payment and submission of documents required for issue of the Digital Certificate & Encryption, follow the instructions on the CA's website.

Use the class III Digital Certificate [Organization] & Encryption Certificate thus obtained for online bidding on OIL e-Procurement site.

*Links to some licensed CA's are provided below

1. <http://www.safescrypt.com/>
2. <http://www.tcs-ca.tcs.co.in/>
3. <http://www.mtnltrustline.com/>
4. <http://www.gnvfc.com/> etc

3. Technical Settings

Web Browser: Internet explorer ver8.0 or higher recommended.

Proxy: If you are unable to access OIL e-Procurement site or Bid Documents, check if you are using proxy to connect to internet or if your PC is behind any firewall. Contact your system administrator to enable connectivity. Please note that Port for HTTPS connectivity should be enabled on your proxy/firewall. Dial-up internet connectivity without Proxy settings is another option.

Pop-ups: Pop-ups should be enabled on OIL e-Procurement URL and Bid Documents URLs. This is required to view tender documents.

Active-X Controls: Maintain the settings as described in Internet Explorer settings document to enable digital signature signing and verification.

Recommended Screen Resolution: 1024 by 768 pixels.

Internet Speeds: If you are experiencing slow connectivity to OIL e-Procurement, then contact your system administrator or ISP provider for desirable speeds.

INTERNET EXPLORER SETTING

The system requirement for e-bidding is PC/Laptop having windows Operating System, Internet explorer browser & internet broadband connectivity. Following settings are required to be carried out in pc/laptop for proper functioning of digital signature in OIL e-tender application. Before using etender site for bidding, ensure that the below mentioned settings in Internet Explorer are properly configured.

Step1

Open internet explorer-> tools-> internet options -> security tab: trusted sites->add the site :-> <https://etender.srm.oilindia.in/irj/portal>

Step2

Open internet explorer->tools->internet options->security tab->trusted sites ->custom level ->disable the „use pop-up blocker ☐ option. Under the head „miscellaneous ☐ set custom setting to low or medium. Press ok button to save the settings.

Step3

Open internet explorer->tools->internet options->privacy tab->untick the Turn on pop-up Blocker check box. Open internet explorer->tools->internet options->privacy tab ->set the level to „Accept all cookies ☐

Press ok button to save the settings.

Step4

Turn off pop-up blocker / remove any toolbar programs like rediff toolbar, yahoo toolbar etc. from your PC using add/remove programs. Restart the computer.

Step5

Changing the zoom level of IE to exactly 100%. The „Zoom level□ option is available on the right side bottom of the internet explorer screen. Set the zoom level to 100%.

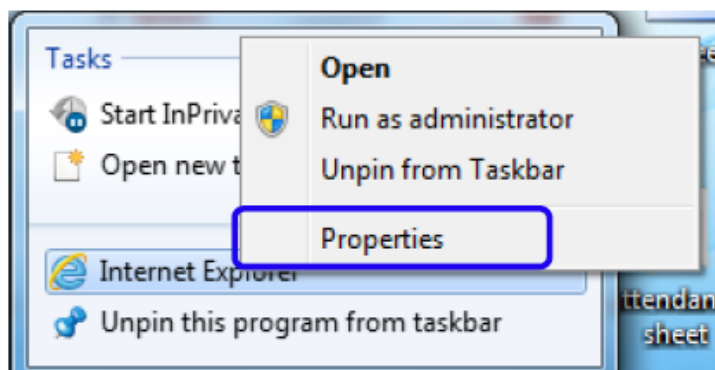
Step5

Go to Tools- Compatibility View Settings and perform the setting and add “OILINDIA.IN” below.

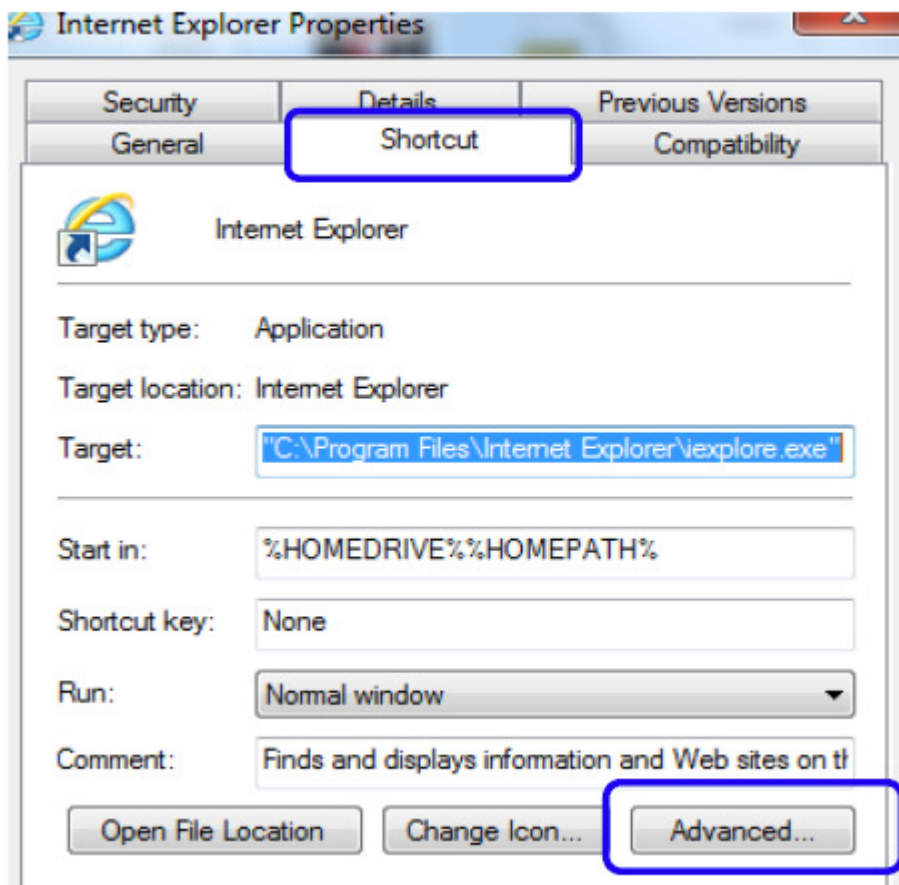


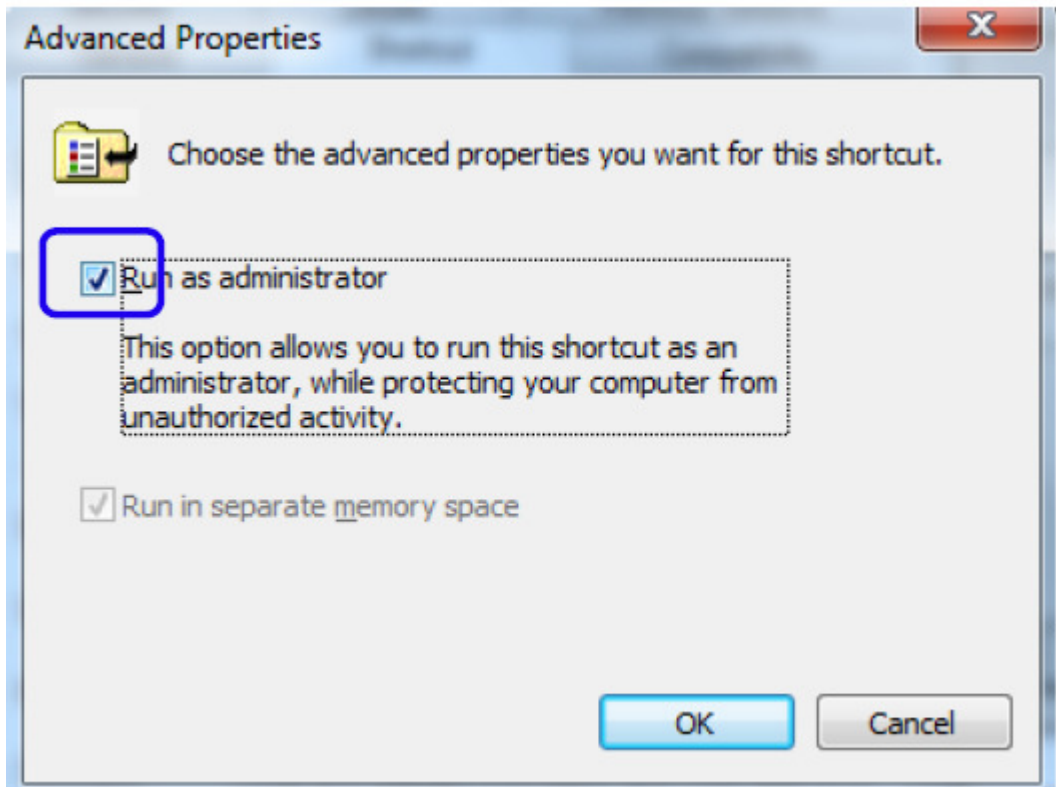
INTERNET EXPLORER Run in administrator mode

Set the browser to run in administrator mode as per the steps given below. - Go to properties of Internet explorer by right clicking the Internet explorer icon



Click Advanced button from the shortcut tab as shown below





Java Requirement: Bidders are requested use only 32 Bit Java. Bidders may use any version Upto JAVA 1.8 updated 112. After downloading the Java components make sure that you start your internet browser again. Please ensure that your computer does not have multiple versions of Java

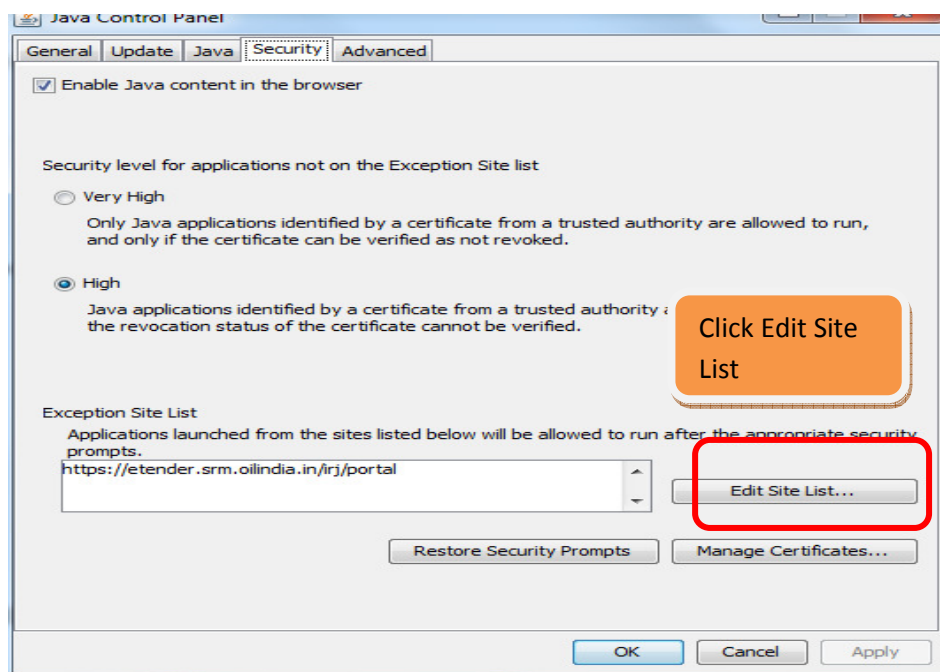
NOTE:

And after installation make some settings as under:

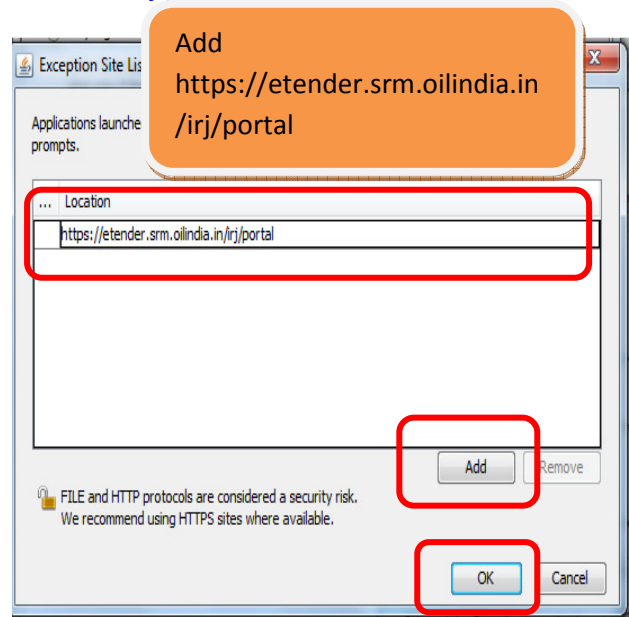
- 1) Go to Start->Control panel**
- 2) Java->Security**
- 3) Security level-> Medium**



Click 'Edit Site List' button under 'Exception Site List'



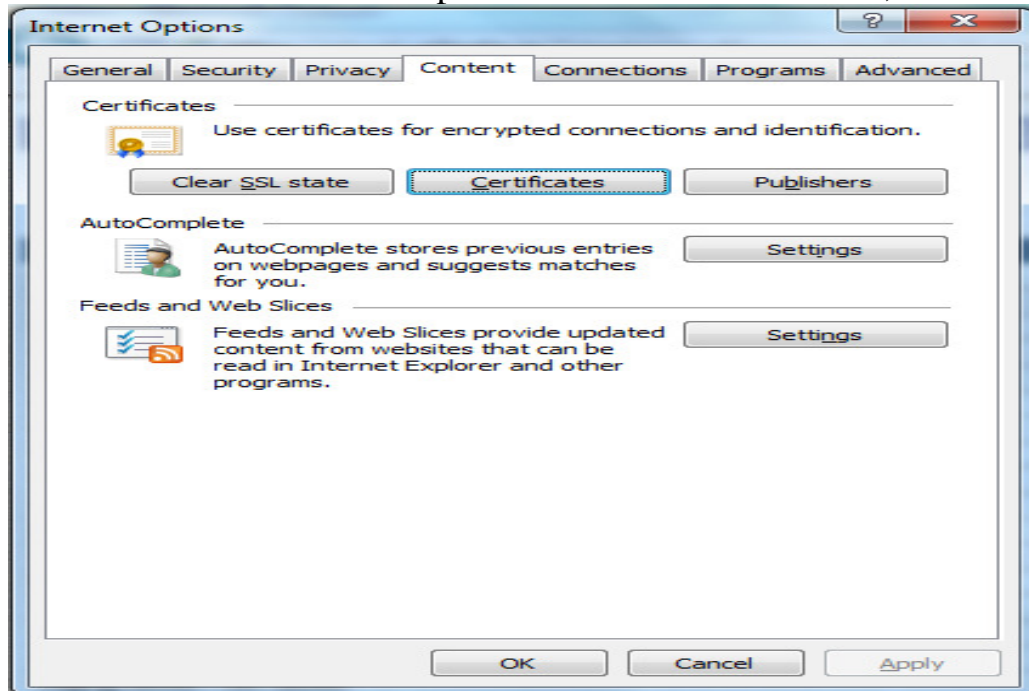
Click 'Add' button > Enter <https://etender.srm.oilindia.in/irj/portal> under 'Location' > Click **OK** to save the location



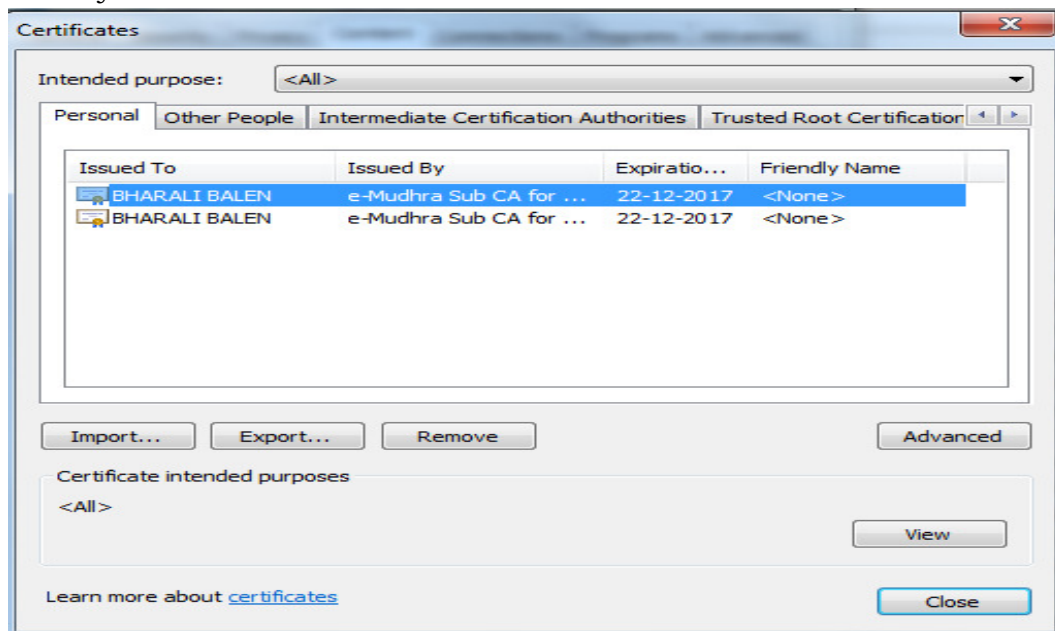
INSTALLATION OF DIGITAL SIGNATURE E-TOKEN

Install the driver signature e-token in consultation with the vendor from where the digital signature certificate is purchased. After installation , attach the e-token in your system USB port. Check to ensure that the digital signature & Encryption certificate is installed properly:

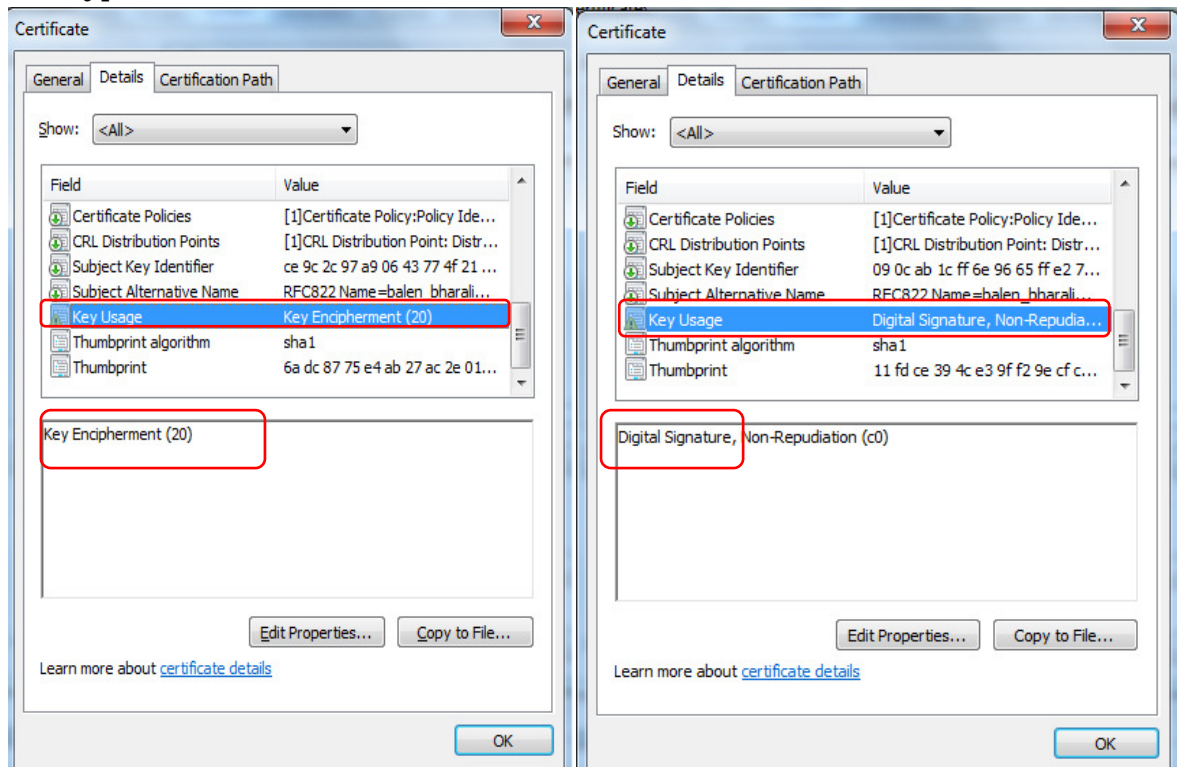
1. Go to tools ->internet options->contents->certificates, click on certificate.



2. After clicking the certificate , the installed certificate details will be appeared . Check Validity of the certificates.



3. Select the certificate and click view . Certificate details will be appeared . Go to details > Check “Key Usage”. The certificate must contain one “Signature Certificate” and one “Encryption Certificate”



In case of any clarification pertaining to e-procurement process, the vendor may contact the following

ERP DEPARTMENT

OIL INDIA LIMITED

PO:DULIAJAN

PIN:786602

Email:erp_mm@oilindia.in

Contact: (0374) 280-7178/7171/7192 /4903

ANNEXURE

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 upto(as the case may be) are correct.

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

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

Place:

Date:

Seal:

Membership No. :

Registration Code:

Signature

* Applicable only for GLOBAL tenders.

AUTHORISATION FOR ATTENDING BID OPENING

TO

Sir,

We authorise Mr. /Ms. _____ (Name and address) to be present at the time of opening of the above Tender due on _____ on our behalf.

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

Note: This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person who signs the bid.

&&&&&&&&&&&

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

Tender No. :
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 :.....
GST Registration No. :.....
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) GST Registration
- 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.

- A. 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 informations are available on the e-tender website www.oil-india.com .
- B. Bidders are requested to go through “New Vendor Manual” effective date:12.04.2017 before submitting offer in system.
- C. Bidders are requested to go for “Guidelines to Bidders for participating in OIL” before submitting offer in system.

Upload Technical Bid / Price Bid.

1.

Response - Oil India Ltd - SRM QAS Portal - Internet Explorer

http://srmqas.oilindia.in:50100/irj/porta

Response

Display RFX Response:

Edit Print Preview Check

RFX Response Number 60005572 RFX Number Status Saved Submission Deadline Opening Date 11.04.2017 00:00:00 India Remaining time 0 Days 14:02:00 RFX Owner BHARALI

Total Value XXXXX INR RFX Response Version Number Active Version

RFX Information Items Notes and Attachments Conditions Summary Tracking

Basic Data Questions **Technical Attachments**

Event Parameters

Currency: Indian Rupee

Detailed Price Information: Price with Conditions

Terms of Payment: OTH Others (Please specify under attributes)

Service and Delivery

Incoterm: FOB SINGAPORE

Area for uploading "Priced Bid" if the detailed price information is "No Price"

Area for uploading "Priced Bid" if the detailed price information is "Price with Condition"

Area for uploading "Techno-commercial Unpriced Bid"

Please do not upload price under "Technical Attachment"

▼ Partners and Delivery Information

Details Send E-Mail Call Clear

Function	Number	Name
The table does not contain any data		

Filter Settings

2. On “EDIT” Mode- The following screen will appear. Bidders are advised to Upload “Techno-Commercial Unpriced Bid” and “Priced Bid” in the places as indicated above:

Response - Oil India Ltd - SRM QAS Portal - Internet Explorer

http://srmqas.oilindia.in:50100/irj/portal?NavigationTarget=navurl%3A%2F%2F3a2821f4-dff7-2a5000h54ff54h07d0778/dennDRTFuent-CRNFuentR/RTTechnicalName=qte&BOSystemAlias=SAP_SRM&Operation=displayresponse&isOBN=true&APPLID=SA

Response

Display RFX Response:

[Edit](#) [Print Preview](#) [Check](#) [Technical RFX Response](#) [Close](#) [Verify Signature](#) [Sign Response](#) [Refresh Smartform](#) [Decrypt Data](#) [System Information](#) [Create Memory Snapshot](#)

RFX Response Number 60005572 RFX Number 951 Status Saved Submission Deadline 11.04.2017 00:00:00 INDIA Opening Date 11.04.2017 00:00:00 INDIA Remaining Time 0 Days 14:02:03 RFX Owner BHARALI

Total Value XXXXX INR RFX Response Version Number Active Version RFX Version Number 1

RFX Information **Items** **Notes and Attachments** **Conditions** **Summary** **Tracking**

Basic Data **Questions** **Technical Attachments**

Notes

Clear [Filter](#) [Settings](#)

Category	Description
Conditions of Participation	-Empty-
Bid Invitation/Auction Text	-Empty-
Bidder's Remarks	-Empty-
Purchaser's Remarks	-Empty-

Attachments

cFolder Attachments

Add Attachment Delete Verify Signature [Filter](#) [Settings](#)

cFolder Name	Category	Description	File Name	Version	Processor	Checked Out	Type	Size (KB)	Changed by	Changed on
The table does not contain any data										

Area for uploading Priced Bid**

Area for uploading TechnoCommercial Unpriced Bid*

***The “Techno-Commercial Unpriced Bid” shall contain all technocommercial details except the prices.**

**** Please follow the instructions as per Vendor User Manual for Uploading Price under “Notes and Attachment” or “Condition”**