



**COVER
LETTER**

Tender No. : **DID6162L25/L6**
Tender Date : **12.04.2024**
Bid Closing On : 08.05.2024 at 13:00 hrs.(IST)
Bid Opening On : 08.05.2024 at 13:00 hrs.(IST)
Delivery Required : At Duliajan
Bid Security Amount : Bid Securing Declaration needed
Performance : Applicable @5% of order value
Guarantee :
Integrity Pact : Not Applicable

Sirs,

We invite you to submit your firm quotation (in duplicate) for the materials as listed & specified in the enclosed Annexure-I, complete in all respect without keeping any ambiguity and conforming to the "General Terms & Conditions" (Document no. MM/TENDER/LP/01/06). It is also essential that your quotation must reach us on or before the bid closing date and time as indicated above. **For document no. MM/TENDER/LP/01/06, please visit OIL's website www.oil-india.com.** Your special attention is drawn to the following:

1.a) Rate should be quoted as per unit specified in the Annexure-I on F.O.R. Destination basis. Offer should be submitted as per format given in "General Terms & Conditions".

1.b) Your offer must include:

- | | |
|--|---|
| i) Tender No. | vii) Packaging charges, if any. |
| ii) Full description of the material offered. | viii) Applicable Taxes. |
| iii) Any Deviation in specification. | ix) Firm road freight for door delivery at above destination. |
| iv) Best possible delivery for each item. | x) Brand name, whenever specific. |
| v) Unit & total basic price for each item.
charges, if any. | xi) Conformity to Monogram/Inspection requirements & |
| vi) Validity of minimum 75 days from the
date of bid opening. | |

2. In the event of your inability to quote for the materials, please send your 'Regret advice' for our record, failure of which may lead to deletion of your name from the vendor list.

3. Incomplete quotation will be summarily rejected.

The sealed quotation should be sent to the following address:

Head-Materials, Materials Department, Oil India Limited, P.O. Duliajan-786602, ASSAM(INDIA).

Yours Faithfully,
OIL INDIA LIMITED

Aayush Somani
Manager Materials (IP)
Chief General Manager Materials
Resident Chief Executive

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LIST OF VENDORS TO WHOM TENDER ENQUIRY HAS BEEN ISSUED		
Sl. No.	Vendor Name	City/Country
1	M/s. ABHIJIT KALITA	GUWAHATI
2	M/s. RUPAM MEDHI	GUWAHATI
3	M/s. BIJU KUMAR DAS	MIRZA
4	M/s. JABALIK KHOUND	JORHAT

Aayush Somani
Manager Materials (IP)
Chief General Manager Materials
Resident Chief Executive

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

ANNEXURE-I

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Item No./ Mat. Code	Material Description	Quantity	UOM
10 0C000095	Designing, Casting, Modelling, Development and Installation of Full-sized statue of Dr. B R Ambedkar. i. Type of statue: Full sized ii. Build material of the statue: Glass fiber iii. Height of the statue: 12 Ft (excluding foundation height)	1	NO

Standard Notes: (1) VALIDITY : Your offer must be valid for 90 days from the date of bid opening. Offer with inadequate validity will be rejected.

(2) The rates quoted by the bidders shall be inclusive of all taxes, duties and levies. However, bidders are required to provide separately the rate and amount of all types of taxes, duties and levies.

(3) The offer should be submitted in Duplicate.

(4) Any sum of money due and payable to the contractor (including Security Deposit refundable to them) under this or any other contract may be appropriated by Oil India Limited and set-off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of a sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited).

(5) In the event you authorize your dealer/stockist/channel partner to quote on your behalf, the dealer/stockist/channel partner while submitting bid should mention on the body of the envelope that they are submitting bid on your behalf.

In the event the dealer/stockist/channel partner do not mention the name of their OEM/principal on the body of the envelope, the offer shall be treated as unsolicited offer and will not be considered for opening.

The dealer/stockist/channel partner should take note of above while submitting bid on behalf of their OEM/principal.

(6) PAYMENT TERMS: OIL's standard payment terms are as listed under:

(i) Payment will generally be made against completed supply, including installation & commissioning (if included in Supplier's scope). Where phased delivery is indicated in the order, payment will be made against each lot as per phasing.

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(ii) 100% payment will be released within 21 days of receipt and acceptance of supply at destination/site as per purchase order against undisputed invoice, subject to adjustment towards applicable Liquidated Damages.

In certain cases, OIL will consider release of payment to the extent of maximum 90% of the value of supply within 21 days of receipt of materials at destination/site as per purchase order against direct submission of undisputed invoice to OIL, and the remaining 10% shall be released upon acceptance of goods after due adjustment towards applicable Liquidated Damages.

(iii) Wherever installation and commissioning etc. are to the scope of Supplier, maximum 80% of the cost of materials shall be payable within 21 days of receipt & verification of completeness of all the goods at destination/site as per purchase order against undisputed invoice and the remaining payment shall be released after successful commissioning.

The above payment terms supersede all the payment terms contained elsewhere in the tender document as well as "General Terms and Conditions" (Document No. MM/TENDER/LP/01/06). Bidders to note that no other payment terms, apart from the above listed payment terms, shall be accepted by OIL.

(7) To evaluate the inter-se-ranking of the offers, all Taxes / Levies will be considered as per prevailing Govt. guidelines as applicable on the bid opening date. Bidders may check this with the appropriate authority before submitting their offer.

(8) Delivery/collection Instructions in cases where transportation is in OIL's scope:

(i) the suppliers shall be required to deliver the Sundry consignments of weight less than 3 (Three) Tons at the godown/office/collection point of OIL's authorized transporter in various cities.

(ii) consignments weighing more than 3(Three) Tons shall be collected from the supplier's premises/loading points by OIL's authorized transporter.

(iii) the name of OIL's current authorized transporter is M/s Western Carriers (India) Ltd.

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

(9) The applicable GST on the Liquidated Damage if any, shall have to be borne by the seller. Accordingly, the Liquidated Damage shall be recovered from the seller along with applicable GST.**(10) Bidders should fill-up and submit alongwith their bid an UNDERTAKING towards authenticity of information/documents furnished by them, as per enclosed ANNEXURE-K.**

(11) Request for placement of purchase order to an entity, other than the bidder, shall not be considered.

(12) TAX COLLECTED AT SOURCE(TCS): Tax Collectible at Source (TCS) applicable under the Income-tax Law and charged by the SUPPLIER shall also be payable by OIL along with consideration for procurement of goods/materials/equipment. If TCS is collected by the SUPPLIER, a TCS certificate in prescribed Form shall be issued by the SUPPLIER to OIL within the statutory time limit.

Payment towards applicable TCS u/s 206C (IH) of Income Tax Act,1961 will be made to the

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supplier provided they are claiming it in their invoice and on submission of following undertaking along with the invoice stating that:

- a. TCS is applicable on supply of goods invoiced to OIL as turnover of the supplier in previous year was more than Rs. 10 Cr. and
- b. Total supply of goods to OIL in FY ... exceeds Rs. 50 Lakh and
- c. TCS as charged in the invoice has already been deposited (duly indicating the details such as challan No. and date) or would be deposited with Exchequer on or before the due date and
- d. TCS certificate as provided in the Income Tax Act will be issued to OIL in time.

However, Performance Security deposit will be released only after the TCS certificate for the amount of tax collected, is provided to OIL. Supplier will extend the performance bank guarantee (PBG), wherever required, till the receipt of TCS certificate or else the same will be forfeited to the extent of amount of TCS, if all other conditions of Purchase order are fulfilled.

The above payment condition is applicable only for release of TCS amount charged by supplier u/s 206C (IH) of Income tax Act, 1961.

(13) The bids shall be evaluated on the basis of freight, insurance, taxes and other relevant costs as quoted by the bidders. Accordingly, purchase orders shall be awarded to bidders on all-inclusive FOR Destination basis (including cost of loading/unloading). Bidders to take note of the same and quote accordingly.

(14) APPLICABILITY OF BANNING POLICY OF OIL INDIA LIMITED (OIL): "Banning Policy dated 6th January, 2017 as uploaded in OIL's website and revised guidelines of banning/debarment vide OM no. F.1/20/2018-PPD dated 02.11.2021 issued by Department of Expenditure, Ministry of Finance, Govt of India will be applicable against the tender (and order in case of award) to deal with any agency (bidder/contractor/supplier/vendor/service provider) who commits deception, default, fraud or indulged in other misconduct of whatsoever nature in the tendering process and/or order execution processes.

The bidders who are on Holiday/Banning/Suspension list of OIL on due date of submission of bid/ during the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening/evaluation/award. If the bidding documents were issued inadvertently/downloaded from website, the offers submitted by such bidders shall also not be considered for bid opening/evaluation/Award of Work."

(15) Bidder must mention page no. / nos. in every pages of their offer.

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

(17) Bidder should clearly mention their name and address on the outside of the envelope containing their offer.

(18) Bidders should refer to enclosed Annexure-A under special notes for the Taxes and Duties clauses under GST regime.

(19.a) Bidders should submit their bids incorporating the following details:

(i) GST Registration Details of Supplier:.....

(ii) Item-wise HSN Code:.....

(iii) Applicable Rate of GST:.....

ANNEXURE-I

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(19.b) Bidders to note OIL-Duliajan's GSTIN as: 18AAACO2352C1ZW.

(20) RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA: It is for information of all Bidders that Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide office memorandum No. F.7/10/2021-PPD (1) dated 23rd February,2023(order- Public Procurement no.4) has proclaimed Requirement of registration under Rule 144(xi) of the General Financial Rules (GFRs), 2017.Any bidder from a country which shares a land border with India will be eligible to bid in any procurement only if the bidder is registered with the Competent Authority. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority to be eligible to bid in this tender. Therefore, all bidders are requested to be guided by the Clauses stipulated in the enclosed Annexure-N of this tender. In this respect, the format of Undertaking to be submitted by the bidders is given vide EXHIBIT-I, EXHIBIT-II & EXHIBIT-III of this tender.

(21) Categorization and various Criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 and Amendment vide Gazette Notification no. CG-DLE-16062021-227649 dated 16th June, 2021 issued by Ministry of MICRO, SMALL AND MEDIUM ENTERPRISE.

The bidder claiming as MSE status (MSE-General, MSE-SC/ST, MSE -Woman) against this tender has to submit the following documents for availing the benefits applicable to MSEs:

Udyam Registration Number with Udyam Registration Certificate.

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

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

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

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

OIL shall not be liable for any special, indirect, punitive, incidental, or consequential damages or

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

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

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

(23) Performance Security: The successful bidder shall submit Performance Security @5% of PO value within 30 days of receipt of the formal Purchase Order 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.

The Performance Security shall be in the following form:

A Bank Guarantee in the prescribed OIL's format valid for 90 days beyond delivery period and applicable warranty/guarantee period (if any).

The validity requirement of Performance Security is assuming despatch within stipulated delivery period and confirmation to all terms and conditions of order. In case of any delay in despatch or non-confirmation to all terms and conditions of order, validity of the Performance Security is to be extended suitably as advised by OIL.

However, PBG will be applicable only if value of Purchase Order exceeds INR 10.00 Lakhs.

Note: The Bank Guarantee issuing bank branch must ensure the following:

The Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:

- (i) MT 760 / MT 760 COV for issuance of Bank Guarantee
- (ii) MT 760 / MT 767 COV for amendment of Bank Guarantee

The above message / intimation shall be sent through SFMS by the BG issuing Bank branch to ICICI Bank, Duliajan Branch, IFS Code - ICIC0000213, Branch Address: ICICI Bank Ltd. Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam-786602. The Bank details are as under:

Bank Details of Beneficiary

- A. Bank Name- ICICI BANK LTD.
- B. Branch Name- DULIAJAN
- C. Branch Address- KUNJA BHAVAN, DAILY BAZAAR, DULIAJAN, DIBRUGARH, ASSAM-786602
- D. IFSC Code- ICIC0000213
- E. Unique identifier code (Field 7037)- OIL503988890
- F. Company Name- Oil India Limited

In case a supplier wishes to transfer PBG amount online directly, then OIL's bank details (where online transfer of PBG amount is to be done) are as below-

OIL's Bank account Details:-

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- (i) Name: Oil India Limited
- (ii) Bank: State Bank of India
- (iii) Branch: Duliajan
- (iv) Account Number: 10494832599
- (v) Account Type: Current
- (vi) IFSC Code: SBIN0002053

Upon transferring PBG amount online to OIL, vendor shall provide the transaction details to the dealing officer (email ID: aayush_somani@oilindia.in) so that receipt of the same can be verified in OIL's bank account.

(24) UNLOADING: For supply of Goods contract, no additional charges such as local levies / transportation / loading / unloading charges etc., shall be payable over and above the contract price.

However, the terms & conditions for the following items are to be noted by the suppliers:

(a) Tubulars, including line pipes: OIL SHALL PROVIDE CRANE FOR UNLOADING OF TUBULARS & LINE PIPES ONLY. Supplier shall depute adequate crew, who has experience of unloading of tubulars, at Consignee Location with necessary safety gears i.e. helmet, safety boots, hand gloves etc. at unloading point. THE ONLY RESPONSIBILITY OF THE CREW TO BE DEPUTED BY THE SUPPLIER SHALL BE TO FASTEN/FIX CRANE'S HOOK SLING TO BUNDLES ON THE LOADED VEHICLE. Once the hook sling is securely fastened complying to the safety instructions, OIL's Crane shall lift and unload tubulars from the vehicle. Following points are to be noted and complied in this connection:

- (i) Supplier to ensure that height of the loaded tubular is below the cabin height of the vehicle for safe off-loading.
- (ii) Supplier to ensure that tubular bundles are securely fastened by very strong material to withstand the rigors of road transportation and capable of lifting by Crane. In the case tubular bundles are found loosened and/or tubulars found completely resting on the side support/bales of vehicle in way that it may free fall upon unshackling, OIL will not unload such vehicle due to safety reasons.

The safety of the crew deputed by the supplier shall entirely be the responsibility of supplier and therefore they shall take all necessary measures/precautions to ensure that no injuries occur to personnel or property. Supplier must ensure that the crew involved for unloading are properly trained on the procedures and aware of the potential hazards while handling tubulars.

(b) Transportation through Railways only of Barytes, Bentonite & API Class-G (Oil well) Cement: Unloading & stacking at OIL's godowns shall be carried out by OIL's designated service provider without any charge to the supplier and under the supervision of supplier's personnel. However, in case the order for such items is to be delivered at a location other than OIL's godowns or the transportation is through mode other than railways, unloading & stacking shall be done by the supplier themselves.

Special Notes : (I) SPECIAL CONDITIONS:

1.0 The prices offered will have to be firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and rejected.

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2.0 Bids received after the bid closing date and time will be rejected. Similarly, modifications to bids received after the bid closing date & time will not be considered.

3.0 To evaluate the inter-se-ranking of the offers, all Taxes / Levies will be considered as per prevailing Govt. guidelines as applicable on the bid opening date. Bidders may check this with the appropriate authority before submitting their offer.

4.0 The bids will be evaluated strictly as per NIT specifications, terms & conditions.

5.0 Bidder to quote on all-inclusive F.O.R Duliajan basis, with Freight & Transit Insurance, installation & commissioning in bidder's scope.

6.0 Packing of the materials should be adequate to avoid transit damage & moisture ingress.

7.0 Bidder is to quote their shortest possible delivery period (supply portion) and also installation & commissioning period (i.e. no. of days required for completion of installation after site readiness communication by OIL) in view of operational reasons.

8.0 Location of installation of the Statue: BT Park, Duliajan

9.0 Bid evaluation will be on individual item basis.

10.0 Concrete foundation shall be constructed by OIL. Vendor shall provide any special MS plate, etc, if any, to fix the statue with the foundation.

11.0 Upon obtaining the PO, the vendor shall provide OIL with the following information:

(a) Type of foundation required to install the statue.

(b) Weight of the statue.

(c) Final appearance of the statue.

12.0 Owing to operational requirements, OIL may request the supplier to prepone delivery of items. The request for such preponement of delivery shall be made in writing by OIL and the supplier shall be obligated for arranging delivery of the materials within the minimum possible period. However, no additional charges shall be payable for such preponement of delivery.

13.0 For attention of vendors (to whom this Limited Flagged Tender Enquiry has not been addressed): Other than the vendors to whom the enquiry has been issued, interested vendors who wish to participate in the tender may apply with proper credentials (Relevant documents including company profile, financial status, product range, client list must be submitted along with the application) and should fulfill the below mentioned criteria -

(i) Experience of successfully executing at least 1 (one) similar order for minimum one (01) no. of qty. in preceding 5 (five) years to be reckoned from the original stipulated bid closing date of the tender [Copies of Purchase Order(s) along with completion certificate towards successful execution of the order to be submitted].

"Similar Order" for this purpose means "Designing, Casting, Modelling, Development and Installation of Full-Sized Statue made up of Glass-Fibre".

(ii) Annual financial turnover of at least 50% of the tendered value in any of preceding 3 (three) financial years.

(iii) The Net worth should be Positive for preceding financial / accounting year.

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a. Annual Financial Turnover of the bidder from operations shall mean Aggregate value of the realisation of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (i.e., bidding entity, as the case may be) during a financial year as per the Companies Act, 2013 Section 2 (91).

b. Net worth shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

c. 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, UDIN and Firm Registration Number), certifying the Annual turnover & Net worth

OR

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

Documentary evidence as stipulated above, should reach the office from where the tender is floated (email:- aayush_somani@oilindia.in) within 10 days of publication of the tender on OIL's website. Based on merit, OIL will allow the vendors to participate in the current tender or future tender for the item(s) at its sole discretion.

Disclaimer: Authorization to participate in the tender does not guarantee placement of order. Requests received from interested vendors after 10 days of publication of tender shall be considered for future tenders only, subject to meeting the above evaluation criteria.

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

1. For the purposes of levy and imposition of GST, the expressions shall have the following meanings:

(a) GST - means any tax imposed on the supply of goods and/or services under GST Law.

(b) Cess - means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017.

(c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.

2. The rates quoted by the bidders shall be inclusive of all taxes, duties and levies. However, bidders are required to provide separately the rate and amount of all types of taxes, duties and levies. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference in case the rate of duty/ taxes finally assessed is on the lower side. Further, bidders have to clearly show the amount of GST separately in the Tax Invoices. Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.

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3. Offers without giving any of the details of the taxes (Including rates and amounts) as specified above will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.

4. Bidders are required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profiteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the bidders should confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the bidders to ensure that the intended benefits of GST have been passed on to OIL.

5. When Input tax credit is available for Set Off.

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

When Input tax credit is NOT available for Set Off

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

6. Bidders agree to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and /or acceptance or rejection of credit notes / debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by OIL in the customized format shared by OIL in order to enable OIL to update its database etc. that may be necessary to match the invoices on GSTN common portal and enable OIL to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.

7. In case Input Tax Credit of GST is denied or demand is recovered from OIL by the Central / State Authorities on account of any non-compliance by bidders, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify OIL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. OIL, at its discretion, may also withhold/recover such disputed amount from the pending payments of the bidders.

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

(III) While submitting the offer bidders should follow the ANNEXURE-BB (Price bid format and Bid Evaluation Criteria) as under:

Annexure-BB**Price Bid Format and Evaluation Criteria for Indigenous Tenders:**

1. Total Basic Material Value, including TPI, if any (Note: This value is calculated as per

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formula marked in * below)

2. Pre Despatch Inspection Charges, if any.

3. Packing & Forwarding Charges, if any.

4. Total Ex works Value (1+2+3).

5. GST on Total Ex-works Value.

6. Compensatory Cess, If any.

7. Total F.O.R. Despatching Station Value (4+5+6).

8. Freight Charges upto Destination inclusive of GST.

9. Insurance Charges in % of (7) inclusive of GST.

10. Training Charges, if any.

11. GST on Training Charges.

12. Installation & Commissioning Charges, if any.

13. GST on I&C Charges.

14. AMC Charges, if any.

15. GST on AMC Charges.

16. Any Other Charges, if any with GST.

17. Total Value (7+8+9+10+11+12+13+14+15+16)

18. Buy-Back Price, if any, with GST.

19. Total F.O.R. Duliajan Value (17-18).**20. Approx. Gross Weight of the Consignment in KG.****21. Approx. Dimension of the Consignment in L (Metres) x B (Metres) x H (Metres)****22. Place of Despatch.****Comparison of Offers:****Comparison will be done on Total Value vide Sl. No. 19.**

Note: Domestic bidders must quote inland freight charges upto Duliajan. In case bidder fails to quote inland freight charges, highest freight quoted by domestic bidder (considering pro-rata distance) against this tender or OIL's estimated freight, whichever is higher, shall be loaded to their offer for comparison purpose.

* Suppose there is Item No. 10 having Unit Rate of INR X (say) and Qty. of M Nos. (say), Item No. 20 having Unit Rate of INR Y (say) and Qty. of N Nos. (say) and so on... then Total Basic Material Value shall be INR [(X x M) + (Y x N) + so on...]

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

Ref. No _____

Date _____

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your tender No._____ **Dated _____**

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

Sir,

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

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH INDIA:

Subject to **Order No. F.7/10/2021-PPD (1) dated 23.02.2023** issued by Department of Expenditure, Ministry of Finance, Govt. of India, Bidders should take note of the following:

- 1.0 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)]. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority to be eligible to bid in this tender.
- 2.0 "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- 3.0 "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means:
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- 4.0 The beneficial owner for the purpose of para 3.0 above will be as under:
 - 4.1 In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation:

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company.
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements.
- 4.2 In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- 4.3 In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- 4.4 Where no natural person is identified under (4.1) or (4.2) or (4.3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 4.5 In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- 5.0 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- 6.0 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- 7.0 **Validity of Registration:** The registration should be valid at the time of submission of bid and at the time of acceptance of bid. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.
- 8.0 **Undertaking regarding compliance:** The bidders are required to provide undertakings as per **Exhibits – I, II & III** along with their bid towards compliance of the above guidelines for participation in this tender. If the undertakings given by a bidder whose bid is accepted is found to be false, this would be a ground for debarment/action as per OIL's Banning Policy and further legal action in accordance with law.

EXHIBIT-I

**UNDERTAKING TOWARDS COMPLIANCE OF PROVISIONS FOR RESTRICTIONS
ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND
BORDER WITH INDIA**

We, M/s _____, have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; we certify that we are not from such a country/or if from such a country, have been registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and are eligible to be considered. *[wherever applicable, evidence of valid registration by the Competent Authority shall be attached]*

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

**UNDERTAKING FOR WORKS INVOLVING POSSIBILITY OF SUB-
CONTRACTING**

We, M/s _____ , have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such-countries, we certify that we are not from such a country/or if from such a country, have been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered. *[wherever applicable, evidence of valid registration by the Competent Authority shall be attached]*

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

EXHIBIT-III

**ADDITIONAL UNDERTAKING BY BIDDER IN CASES OF SPECIFIED TRANSFER
OF TECHNOLOGY**

We, M/s _____ , have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that we do not have any ToT arrangement requiring registration with the competent authority.

OR

We, M/s _____ , have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that we have valid registration to participate in this procurement. *[Evidence of valid registration by the Competent Authority shall be attached]*

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

PROFORMA-4

DECLARATION FOR BID SECURITY

**To,
M/s. Oil India Limited**

.....,

.....

Sub:

Dear Sir,

After examining / reviewing provisions of above referred tender documents (including all corrigendum/ Addenda), we M/s. (Name of Bidder) have submitted our offer / bid no..... We, M/s. (Name of Bidder) hereby understand that, according to your conditions, we are submitting this Declaration for Bid Security.

We understand that we will be put on watch list/holiday/banning list (as per policies of OIL INDIA in this regard), if we are in breach of our obligation(s) as per following:

(a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

(b) having been notified of the acceptance of our Bid by the OIL INDIA LIMITED during the period of bid validity:

(i) fail or refuse to execute the Contract, if required, or

(ii) fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.

(iii) Fail or refuse to accept 'arithmetical corrections' as per provision of tender document.

(c) having indulged in corrupt/fraudulent/collusive/coercive practice as per procedure.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

FORMAT OF PERFORMANCE BANK GUARANTEE

(TO BE FURNISHED BY THE CONTRACTOR IN CASE OF SUBMITTING PERFORMANCE SECURITY IN THE FORM OF BANK GUARANTEE AFTER ISSUE OF LOA)

To,
M/s. OIL INDIA LIMITED,
CONTRACTS/MATERIALS/PROJECTS DEPARTMENT
DULIAJAN, ASSAM, INDIA, PIN – 786602

WHEREAS _____ (Name and address of Contractor) (hereinafter called “Contractor”) had undertaken, in pursuance of Contact No. _____ to execute (Name of Contract and Brief Description of the Work) _____ (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee as security for compliance with Contractor’s obligations in accordance with the Contract.

AND WHEREAS we (May incorporate the Bank Name) have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total of (Amount of Guarantee in figures) _____ (in words _____), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or arguments, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the _____ day of _____

The details of the Issuing Bank and Controlling Bank are as under:

A. Issuing Bank:
BANK FAX NO:
BANK EMAIL ID:
BANK TELEPHONE NO:
IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

Name of the Contract Person at the Controlling Office with Mobile No. and e-mail address:

Notwithstanding anything contained herein:

- a) Our liability under this Bank Guarantee shall is restricted up to Rs.....
- b) This guarantee shall be valid till
- c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before(Date of Expiry of BG PLUS one year claim period).
- d) At the end of the claim period that is on or after (Date of expiry of the Bank Guarantee Plus Minimum of 1 year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by Bank.

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS _____
Designation _____
Name of the Bank _____
Address _____

UNDERTAKING BY VENDOR ON SUBMISSION OF BANK GUARANTEE

To,
Oil India Limited
Contracts/Materials/Projects Department
Duliajan, Assam - 786602

We, M/s..... are submitting the Bid Security/ Performance Security (strike out whichever not applicable) in favour of Oil India Limited, Duliajan in the form of bank guarantee bearing Reference No.for an amount of INR..... valid up to as per terms and conditions of Tender / Contract No.

BG issuing bank details:

Bank:	
Branch:	
IFS Code:	
Contact Details	
E-mail Addresses:	Mobile No.:
	Telephone No.:
	Fax No.:
Correspondence Address	
H No/Street/City:	State:
	Country:
	Pin Code:

Declaration:

We have arranged to send the confirmation of issuance of the bank guarantee via SFMS portal through our bank using the details mentioned in the tender and hereby confirming the correctness of the details mentioned.

Authorized Signature: _____

Name: _____

Vendor Code: _____

Email ID: _____

Mobile No.: _____

Enclosure: Original bank guarantee