



OIL INDIA LIMITED
(A Government of India Enterprises)
PO : Duliajan – 786602
Assam (India)

TELEPHONE NO. (91-374) 2808792

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Email: aayush_somani@oilindia.in; erp_mm@oilindia.in

FORWARDING LETTER

Tender No.	: SSI8751P25/P6 DTD. 07.03.2025
Tender Fee	: NIL
Bid Security	: Not Applicable. <u>However, Bid Securing Declaration submission is mandatory.</u>
Bidding Type	: SINGLE STAGE COMPOSITE BID SYSTEM
Bid Closing on	: 12.03.2025 (at 11:00 Hrs. IST)
Bid Opening on	: 12.03.2025 (at 14:00 Hrs. IST)
Tender Type	: Open Tender
Performance Security	: Applicable @ 5% of individual Order Value (order value INR 10.00 Lakhs & above) in the event of award of Purchase Order.
Integrity Pact	: Not Applicable
PPP-MII Policy	: Not Applicable
Document Verification Clause	: Not Applicable

The complete bid documents and details for purchasing bid documents, participation in E-tenders are available on OIL's e-procurement portal <https://etender.srm.oilindia.in/irj/portal> as well as OIL's website www.oil-india.com.

NOTE: All addenda, Corrigenda, time extension etc. to the tenders will be hosted on above website and e- portal only. Bidders should regularly visit above website and e-portal to keep themselves updated.

OIL invites Bids for **supply of Hydrochloric Acid on 'as & when required' basis for a period of two (02) years** through its e-Procurement site under **SINGLE STAGE COMPOSITE BID SYSTEM**. The bidding documents and other terms and conditions are available at Booklet No. MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders. The prescribed Bid Forms for submission of bids are available in the Technical RFx -> External Area -> Tender Documents

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

This Tender has been floated for participation of Indigenous bidders only. Hence, only Indigenous bidders are eligible to participate against this tender.

The tender will be governed by:

- a) For technical support on various matters viz. Online registration of vendors, Resetting of Passwords, submission of online bids etc, vendors should contact OIL's ERP MM Deptt at following: Tel Nos. = **0374-2807178/ 2807171/ 2807192/2804903**. Email id = erp_mm@oilindia.in; esupport@oilindia.in

- b) OIL's office timings are as below:

	Time (in IST)
Monday – Friday	07.00 AM to 11.00 AM; 12.30 PM to 03.30 PM
Saturday	07.00 AM to 11.00 AM
Sunday and Holidays	Closed

Vendors should contact OIL officials at above timings only.

OIL Bank Details :

	Bank Details of Beneficiary	
a	Bank Name	STATE BANK OF INDIA
b	Branch Name	Duliajan
c	Branch Address	Duliajan, Dist-Dibrugarh
d	Banker Account No.	10494832599
e	Type of Account	Current Account
f	IFSC Code	SBIN0002053
g	MICR Code	786002302
h	SWIFT Code	SBININBB479
i	Contact No.	9435554859
j	Contact Person Name	Mr. K.L.K.Banik, AGM
k	Fax No.	0374-2802729
l	Email Id	sbi.02053@sbi.co.in

- c) "General Terms & Conditions" for e-Procurement as per Booklet No. MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders.
- d) Technical specifications and Quantity as per **Annexure – I**.
- e) The prescribed Bid Forms for submission of bids are available in the Technical RFx -> External Area -> Tender Documents.
- f) All corrigenda, addenda, amendments, time extension, clarifications etc. To the tender will be hoisted on OIL's website (www.oil-india.com) and in the e-portal (<https://etenders.srm.oilindia.in/irj/portal>) only and no separate notification shall be issued in the press. Prospective bidders are requested to regularly visit the website and e-portal to keep themselves updated.
- g) Any sum of money due and payable to the contractor (including Security Deposit refundable to them) under this or any other contract may be appropriated by Oil India Limited and set-

off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited).

- h) Bidder are advised to fill up the Technical bid check list (**Annexure EEE**) and Response sheet (**Annexure FFF**) given in MS excel format in Technical RFX -> External Area -> Tender Documents. The above filled up document to be uploaded in the **Technical Attachment**. For details please refer “Vendor User Manual” / “NEW INSTRUCTIONS”

Special Notes:

1.0 (I) Please note the following important points as under:

- a) For participation, applicants already having User ID & Password for OIL’s E-Procurement Portal need to register against the IFB. New vendors/existing vendors not having User ID & Password for OIL’s E-Procurement Portal shall obtain User ID & password through online vendor registration system in E-Portal.
- b) Bidders who do not have E-tender Login ID and Password should complete their online registration **at least seven (7) days prior to the scheduled bid closing date** and time of the tender. For online registration, Bidder may visit the OIL’s E-tender site <https://etender.srm.oilindia.in/irj/portal>
- c) Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.
- d) Parties, who do not have a User ID, can click on Guest login button in the e-Tender portal to view and download the tender. The detailed guidelines are given in User Manual available in OIL’s E-Procurement site. For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at erp_mm@oilindia.in, Ph.: 0374-2807171/7192.
- e) Details of process for submission of Bid Security (EMD) [if applicable in the tender] through the online payment gateway are available in Vendor User Manual under EProcurement Portal. (Note: Important Points for on-line Payment can be viewed at Oil India's website at [url:http://oil-india.com/pdf/ETenderNotification.pdf](http://oil-india.com/pdf/ETenderNotification.pdf)).
- f) The link for OIL’s E-Procurement Portal is available on OIL’s web site (www.oilindia.com).
- g) **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.

- a) MSE Units (Manufacturers/Service Providers only and not their dealers/distributors) registered with District Industry Centres or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or any other body specified by Ministry of MSME shall submit copy of valid Registration Certificate for the items they intend to quote along with the bid. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur/Woman Entrepreneurs should also be enclosed.**

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

- b) For availing benefits under Public Procurement Policy (Purchase preference), the interested MSE Bidders must ensure that they are the manufacturers of the tendered item(s) and registered with the appropriate authority for the said item(s).**

- (II) In case a Startup [defined as per Ministry of Commerce and Industry (Department of Industrial Policy and Promotion, DIPP) latest notification]/ MSE is interested in supplying the tendered item but does not meet the Pre-Qualifying Criteria (PQC)/ Proven Track Record (PTR) indicated in the tender document, the Startup/MSE is requested to write a detailed proposal separately, and not against the present tender requirement, to the tender issuing authority about its product. Such proposals shall be accompanied by relevant documents in support of MSE (where applicable) or in case of Startup, following documents shall be given:**

- 1. Certificate of Recognition issued by the Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India.**
- 2. Certificate of incorporation.**
- 3. Audited Profit & Loss (P&L) Statement of all the Financial Years since incorporation. In case where the Balance sheet has not been prepared, bidder shall submit a certificate in original from its CEO/CFO stating the turnover of the bidding entity separately for each Financial Years since incorporation along with a declaration stating the reason for not furnishing the audited P&L Statement. This certificate shall be endorsed by a Chartered Accountant/Statutory Auditor.**

The Proposal shall be examined by OIL and OIL may consider inviting a detailed offer from the Startup/MSE with the intent to place a TRIAL or TEST Order, provided the Startup/MSE meets the Quality and Technical Specifications.

In case the Startup/MSE is successful in the Trial Order, the vendor shall be considered for PQC exemption/relaxation (as the case may be) for the next tender for such item till the time it remains a Startup/MSE.

NOTE: In case of MSE/PSUs/ Govt. Bodies / eligible institutions etc., they must apply to concerned tender handling officer, Materials Department, Oil India Limited, P.O. Duliajan, Assam-786602 for waiver of EMD upto one week prior to the Bid closing date (or as amended in e-portal).

- 2.0 The tender is invited under SINGLE STAGE COMPOSITE SYSTEM. The bidders are required to submit both the “TECHNO-COMMERCIAL UNPRICED BID” and “PRICED BID” through electronic format in the OIL’s e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender.
- 2.1 Please ensure that Technical Bid / all technical related documents related to the tender are uploaded in the RFX Information > Technical Attachment only. The “**TECHNO-COMMERCIAL UNPRICED BID**” shall contain all techno-commercial details except the prices.
- 2.2 The “**PRICE BID**” must contain the price schedule and the bidder’s commercial terms and conditions. **For price upload area, please refer “NEW INSTRUCTIONS”**
- 2.3 Offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria mentioned in **Annexure-CCC**.
- 3.0 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 the **GM-Materials, Materials Department, Oil India Limited, Duliajan - 786602, Assam** on or before the Bid Closing Date and Time mentioned in the Tender.
 - a) Detailed Catalogue (if any)
 - b) Original Bid Security if in the form of Bank Guarantee (please refer to EMD clause, if applicable against this tender, for more details).
 - 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 Duplicate.
- 4.0 **Benefits to Micro & Small Enterprises (MSEs) as per OIL’s Public Procurement Policy for Micro and Small Enterprises (MSEs) shall be given. Bidders are requested to go through ANNEXURE – I of MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders for more details.**
- 5.0 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.
- 6.0 Bidders must ensure that their bid is uploaded in the system before the tender closing date and time. Also, they must ensure that above documents which are to be submitted in a sealed envelope are also submitted at the above-mentioned address before the bid closing date and time failing which the offer shall be rejected.

- 7.0 Bid must be submitted electronically only through OIL's e-procurement portal. Bid submitted in any other form will be rejected.
- 8.0 **SINGLE STAGE COMPOSITE BID SYSTEM** shall be followed for this tender and only the PRICED-BIDS of the bidders whose offers are commercially and technically acceptable shall be opened for further evaluation.
- 9.0 ~~The Integrity Pact is applicable against this tender. Therefore, please submit the Integrity Pact document duly signed along with your quotation as per BRC. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide Annexure XII of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be submitted by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit Integrity Pact with the offer, their bid shall be rejected straightway.~~

The name of the OIL's Independent External Monitors at present are as under:

1. Dr. Tejendra Mohan Bhasin

Former Vigilance Commissioner, CVC

E-mail: tmbhasin@gmail.com

2. Shri Ajit Mohan Sharan, IAS (Retd.)

Former Secretary, Ministry of Ayush

Govt. of India

Mobile No.: 9810701876

Email ID: ams057@gmail.com

3. Shri Ram Phal Pawar, IPS (Retd.),

Former Director, NCRB, MHA

Mobile No.: 8017017878

E-mail ID's: rpawar61@hotmail.com, ramphal.pawar@ips.gov.in

- ~~10.0 The tender shall be governed by the Bid Rejection & Bid Evaluation Criteria given in enclosed Annexure CCC. However, if any of the Clauses of the Bid Rejection Criteria / Bid Evaluation Criteria (as per Annexure CCC) contradict the Clauses of the tender and / or "General Terms & Conditions" as per Booklet No. MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders elsewhere, those in the BEC / BRC shall prevail.~~
- 11.0 **Prior experience criteria and annual turnover criteria have been waived off in this tender tender to encourage participation of "start-up" industries and MSE enterprises.**
- 12.0 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.
- 13.0 Please do refer the User Manual provided on the portal on the procedure "How to create Response" for submitting offer.

~~14.0 Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class I local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. Minimum % of local content required to qualify as class I Local supplier is 50% and Minimum % of local content required to qualify as class II Local supplier is 20%.~~

~~If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted.~~

~~In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make in India) order 2017 dated 04.06.2020.~~

~~Only Class I and Class II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid.~~

~~Non-Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. Please refer to the Office Memorandum No. F.1/4/2021 PPD dated 18.05.2023 for compliance of concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.~~

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

16.0 While submitting the offers bidders are requested to refer to the enclosed **Annexure – BB (Price Bid Format and Evaluation Criteria)**.

~~17.0 Delivery/collection Instructions in cases where transportation is in OIL's scope:~~

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

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

~~(iii) The name of OIL's current authorized transporters is M/s Western Carriers (India) Ltd. Bidder's are requested to note the above delivery/collection instructions while submitting their offers.~~

17.0 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.

18.0 Bidders should fill-up and submit along with their bid an **UNDERTAKING** towards **authenticity of information/documents** furnished by them, as per enclosed **ANNEXURE-K**.

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

DISCLAIMER: Rates/Costs shown above are as calculated/quoted by the respective Bidder. Company does not assume any responsibility and shall not be. liable for any calculation error or omissions. However, for placement of order/award of contract, Company shall evaluate the cost details to determine the inter-se-ranking of Bidders strictly as per their Price-Bids and Bid Evaluation Criteria of the Tender. OIL INDIA LTD accepts no liability of any nature resulting from mismatch of "Total Bid Value" & price submitted under "Notes & Attachment" by any bidder and no claim whatsoever shall be entertained thereof.

20.0 **Note regarding submission of Bid Security (EMD) / Performance Security (PBG) in the form of Bank Guarantee (BG):** EMD (if applicable) will have to be submitted by the bidders except for the bidders who are exempted as per the General Terms & Conditions of Oil India Limited (Ref. Booklet No. MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders) and this tender document. However, PBG @5% shall be APPLICABLE only for order valuing INR 10.00 Lakh & above.

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

OIL's Bank account Details:-

- (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 EMD amount / 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 verified in OIL's bank account. Please note that if EMD is paid online, then the bidder needs to either upload the relevant transaction document / proof of online submission while submitting their online bid or they can also email the transaction

document to the email ID mentioned above. If none of the above is found after opening of the bids, then the bid will be rejected.

Bidders to note that if EMD is submitted in original Bank Guarantee Form, then the same needs to be received by OIL within the bid closing date and time, otherwise the bid will be rejected. OIL's approved Bid Security Format (in the event EMD is desired to be furnished by Bank Guarantee Mode) is attached in the tender documents. Please note that EMD should be valid for 45 days beyond the bid validity period reckoned from the original Bid Closing Date.

In case PBG is desired to be submitted in original hard copy in the form of 'Bank Guarantee', then the same needs to be submitted as per the format approved by OIL and shall indicate the GeM Order No. and item description.

Bidder / Supplier is to note that the Bank Guarantee (either EMD or PBG; whichever is applicable) 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.

[Tender Number (in case of EMD) / Purchase Order Number (in case of PBG) should reflect in the SFMS text under MT 760/MT 760 COV]

The above message / intimation shall be sent through SFMS by the BG issuing Bank branch to ICICI Bank, Duliajan Branch, IFSC 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, DAILYBAZAAR, DULIAJAN, DIBRUGARH, ASSAM – 786602

D) IFSC Code: ICIC0000213

E) Unique Identifier Code (Field 7037): OIL503988890

F) Company Name: Oil India Limited

G) Swift Code: ICICINBBXXX

The vendor shall submit to OIL the copy of the SFMS message as sent by the issuing bank branch along with the original bank guarantee.

Additional Note: Submission of Performance Security in the form of Electronic Bank Guarantee (e-BG):

Oil India Ltd. has now adopted Electronic Bank Guarantee (e-BG) for Bid Security and Performance Security in addition to the existing provisions. Electronic Bank Guarantee (e-BG) is a digitally signed BG issued by banks which is transmitted directly from banks to beneficiaries in electronic form through a platform provided by National E-Governance Services Limited (NeSL).

Submission of Bid Security/Performance Security, as applicable, in the form of Electronic bank Guarantee (e-BG) is also acceptable:

Sl. No.	Bank name	Sl. No.	Bank name
1	AU Small Finance Bank	12	IDFC First Bank
2	Axis Bank	13	Indian Bank
3	Bank of Baroda	14	Indian Overseas Bank
4	Bank of India	15	IndusInd Bank
5	Canara Bank	16	Karur Vysya Bank
6	City Union Bank	17	Kotak Mahindra Bank
7	Federal Bank	18	Punjab National Bank
8	HDFC Bank	19	RBL Bank
9	HSBC Bank	20	State Bank of India
10	ICICI Bank	21	South Indian Bank
11	IDBI Bank	22	Yes Bank

Beneficiary details for issue of e-BG are:

Sl. No.	Particulars	Details
1	Name	Oil India Limited
2	PAN	AAACO2352C
3	Date of Incorporation	18-02-1959
4	Email ID	Will be intimated at the time of order placement.
5	Mobile No.	Will be intimated at the time of order placement.
6	Local Address	Duliaian, Dibrugarh, Assam-786602
7	Registered Address	Duliaian, Dibrugarh, Assam-786602

The Performance Security can be in the form of Insurance Surety Bonds or account payee Bank Draft/Cashier's cheque/Banker's cheque/NEFT/RTGS/ Electronic fund transfer to designated account of OIL or Fixed Deposit Receipt (FDR) (account OIL INDIA LIMITED) or Bank Guarantee (including e-Bank Guarantee).

21.0 PBG UNDERTAKING FORM:

In the event of award of purchase order against this tender, the successful bidder **must comply with the stipulations** of the enclosed **"PBG UNDERTAKING FORM - ANNEXURE-M"** and **submit it duly filled-in along-with their PBG (Performance Bank Guarantee).**

22.0 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.

- 23.0 TAX COLLECTIBLE 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 (1H) of Income Tax Act.1961 will be made to the supplier provided they are claiming it in their invoice and on submission of following undertaking along with the invoice slating 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 (if applicable) 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 (1H) of Income tax Act, 1961.

24.0 Price Breakup:

Bidders should submit the price breakup of all the items as per “**Annexure BB**” (i.e. Priced Bid Format) which has been uploaded under “Notes & Attachments” > “Attachments” as shown below. The price breakup “Annexure BB” should be filled up, signed and uploaded under “Notes & Attachments” > “Attachments” only. **The filled up price breakup of all the items should NOT be uploaded in Technical Attachment.**

- 25.0** No Bid Security /Earnest Money Deposit (EMD) is required to be submitted against this tender. Instead of EMD/Bid Security, all the bidders shall be required to sign a “Bid securing declaration” accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the NIT/Purchase order, they shall be suspended for the period of two (2) years. This suspension of two years shall be automatic without conducting any enquiry. Bidders shall submit “Bid Securing Declaration” as per enclosed PROFORMA-4 along with their Technical bids.

- 26.0 APPLICABILITY OF BANNING POLICY OF OIL INDIA LIMITED:** Banning Policy dated 17.03.2023 (in line with the provisions of Office Memorandum No.

F.1/20/2018-PPD dated 02.11.2021 issued by Department of Expenditure, Ministry of Finance) as uploaded in OIL's website 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.

Applicability of the policy shall include but not limited to the following in addition to other actions like invoking bid security / performance security / cancellation of order etc. as deemed fit and as mentioned elsewhere in the tender:

- a) Backing out by bidder within bid validity
- b) Backing out by successful bidder after issue of LOA / Order / Contract
- c) Non / Poor performance and order / contract execution default

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.

- 27.0** Bids are to be submitted online through OIL's E-Procurement Portal with digital signature. To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate of Class 3 with Organization's Name and 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 (<http://www.cca.gov.in>). **Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable. Only in case of sole proprietorship firms, Digital Signature Certificates issued in the name of the proprietor is also acceptable provided the bid is submitted in the capacity of a proprietorship firm.**

Digital Signature Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.

- 28.0** 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.

- 29.0 Registration of suppliers on Government e-Market place (GeM) under rule 150 of General Financial Rule (GFR 2017):**

a) In line with O.M. 6/9/2020-PPD dated 24.08.2020 issued by Department of Expenditure, Ministry of Finance, Government of India, it shall be mandatory for sellers providing Goods and Services to Oil India Limited to be registered on GeM and obtain a unique seller ID, at the time of placement of order/acceptance of contract. This ID shall invariably be incorporated in every supply order/contract/agreement/ purchase order

while awarding any contract / order for procurement by Oil India Limited governed by the GFRs 2017. In this regard, the bidder/seller providing goods and services to Oil India Limited has to mandatorily register on Government E-Marketplace (GeM) [Website: www.gem.gov.in] and obtain a unique GeM seller ID.

b) Kindly indicate the GeM seller ID in their offer/bid/proposal to facilitate to comply with the aforementioned Office Memorandum.

30.0 Oil India Limited (OIL) has upgraded its E-tender Portal. All the bidders are requested to go through the following documents available on the login Page of the OIL's E-tender Portal before uploading their bid.

a) Guidelines to Bidders for participating in OIL.

b) New Vendor Manual

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

32.0 **Queries Submission Timeline clause-** All prospective bidders are hereby instructed to submit any queries or requests for clarification related to this tender within a period of five (5) calendar days from the date of publishing of this tender document. Any queries received after the stipulated deadline will not be entertained or responded to by OIL.

Queries must be submitted in writing via email to aayush_somani@oilindia.in. Please ensure that the subject line of your email clearly states 'Tender Query - [Tender No. & Name].

33.0 **Avoidance of Extension for Bid Submission clause-** Bidders are earnestly advised to ensure that their bid submissions are prepared and submitted in accordance with the deadlines specified in this tender document. OIL has taken all necessary steps to establish reasonable timelines for the submission of bids to allow ample time for thorough preparation.

As a matter of policy, OIL will only consider granting an extension of the bid submission due date as a onetime exception in situations deemed unavoidable. Such extensions will be granted solely at the discretion of OIL and only in response to a written request from the bidder (mail to aayush_somani@oilindia.in), submitted in accordance with the procedures outlined in this tender document.

It is hereby emphasized that OIL will not entertain or consider any requests for an extension of the bid submission due date, except in cases where OIL deems such extension unavoidable and the bidder submits a formal written request, detailing the compelling circumstances necessitating the extension. Bidders are therefore strongly advised to refrain from seeking an extension of the bid submission due date unless absolutely necessary due to unforeseen and unavoidable circumstances.

By participating in this tender process, all bidders acknowledge and accept the terms and conditions outlined in this Avoidance of Bid Submission Due Date Extensions clause.

34.0 Bidders are required to give an undertaking as per enclosed Annexure-MMM in their bid that they are not under liquidation, court receivership or similar proceedings and are not bankrupt. Also, please refer to Annexure-II for Dispute Settlement Clause.

35.0 DELIVERY TIMING: 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: Slot-1: 08.00 AM to 10.00 AM
Slot-2:12.30 PM to 02.00 PM

b) Saturday: 08.00 AM to 10.00 AM

Note: No delivery shall be made on Sunday / National Holidays.

In addition to above timing, please also refer to the delivery requirement as mentioned in the technical specification sheet (Annexure-I) for this tender.

36.0 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.

37.0 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.

38.0 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 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).

Please do refer "**NEW INSTRUCTION TO BIDDER FOR SUBMISSION**" for the above two points and also please refer "**New Vendor Manual (effective 01.03.2019)**" available in the login Page of the OIL's E-tender Portal.

Oil India Limited e-Procurement

User ID *

Password *

Logon Problems? [Get Support](#)

[Supplier Enlistment for E-Tender](#)

Important Note for New Portal Users:

[Click here to View Compatibility Settings](#)

[General Guidelines to bidders](#)

[Click for User Manuals](#)

Click here for the New Manual &

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[Click for Terms of use, Privacy Policy, Refund Policy Docs](#)

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

Yours Faithfully

**Sd-
(AAYUSH SOMANI)
MANAGER MATERIALS (IP)
FOR GM-MATERIALS (HoD)
FOR RESIDENT CHIEF EXECUTIVE**

Tender No. & Date : SSI8751P25/P6 07.03.2025

Bid Security Amount : INR 0.00
(Bid Securing Declaration submission is mandatory.)

Bidding Type : Single Bid (Composite Bid)

Bid Closing On : 12.03.2025 at 13:00 hrs. (IST)
Bid Opening On : 12.03.2025 at 14:00 hrs. (IST)

Performance Guarantee : Applicable @5% of order value.

OIL INDIA LIMITED invites Limited tenders for items detailed below:

Item No./ Mat. Code	Material Description	Quantity	UOM
10 85054514	CHEMICALS - DRILLING / CEMENTING FOR WELL ACIDISATION Hydrochloric Acid, Commercial HCl content (a) Percentage by weight : 29% (Min.) (b) Specific Gravity: 1.145 - 1.150 (c) Conforming to: (i) IS:265-1976 (ii) IS:265-1993 (iii) IS: 6164-1971	210000	L

Standard Notes: 1. This tender has been floated for the purpose of direct delivery of Hydrochloric Acid to OIL's designated tanker on "**as & when required**" basis (**through supplier's own arrangement**) for a period of two (02) years. Price of the item shall remain firm throughout the execution of Purchase Order in this two (02) year period. Request for escalation in rates / prices shall not be entertained during this said period. However, supplier shall pass on all the benefits to OIL in the event of reduction in cost of materials.

2. The delivery of Hydrochloric Acid is to be made directly to OIL's designated tanker on "as & when required" basis (through supplier's own arrangement) for a period of two (02) years, starting from the date of placement of order.

3. Individual supply notice shall be issued on "**as & when required**" basis. **Quantity against each supply lot will be in the range of 3 KL (minimum) to 5 KL (maximum)**. For knowing actual quantity of acid to be delivered and other delivery related information, Supplier shall contact the concerned officials of Chemical Department, whose contact details shall be provided in the individual supply notice.

4. Delivery of the acid is to be made upon receipt of individual supply notice **within seven (07) working days excluding Sundays and Public Holidays**. Suppliers have to strictly adhere to the delivery schedule. **Supply of Hydrochloric Acid to be made on F.O.R. Duliajan basis.**

5. The Supplier shall provide one sample of Acid (Qty. of sample shall be specified in individual delivery advice) to Chemical Laboratory, Chemical Department, Oil India Limited, Duliajan for testing prior to delivery of material to OIL's designated tanker.

However, delay in testing (if any) by OIL shall not be counted in the seven (07) day delivery period as mentioned above.

6. OIL's designated tanker shall be within Duliajan Town for delivery.

7. The supply tanker should have delivery pump for delivery of the acid to OIL's tanker.

8. The supply tanker should have sampling point to collect sample for testing.

9. Warranty: Twelve (12) months from the date of despatch/shipment.

10. Bidder is to note that OIL does not have storage facility to keep hydrochloric acid. Further, it is also a safety hazard for handling and carrying hydrochloric acid in drums. Presently for safe operational practice, OIL uses special type of acid tanker with pump for transportation of hydrochloric acid to various well sites during acidization jobs. It is to be noted that induction of acid bowser for transportation of hydrochloric acid is to avoid manual handling during acidization jobs.

11. For operational reasons, the supplier shall ensure availability of storage facility of Hydrochloric acid at Duliajan at their own cost & responsibility. Bidder is requested to categorically confirm their compliance to this point while submitting their bid.

12. Prior experience criteria and annual turnover criteria have been waived off to encourage participation of "start up" industries and MSE enterprises.

13. Payment Term: 100% payment shall be made within 21 days after receipt & acceptance of the materials as per Purchase Order against undisputed invoice, adjusting Liquidated Damages, if any.

Note: The applicable GST on the Liquidated Damages, if any, shall have to be borne by the seller. Accordingly, the Liquidated Damage shall be recovered from the seller along with applicable GST.

14. Since the item under this tender shall be used in PEL / ML areas issued or renewed after 01.04.1999, hence Concessional GST @12% against Indigenous Supplies Certificate (ISC) from the Directorate General of Hydrocarbons (DGH) as per Notification No. 08/2022-Integrated Tax (Rates) dated 13.07.2022 shall be applicable.

After getting the order, the successful bidder is required to get in touch with OIL's procurement official in connection with the issuance of Indigenous Supplies Certificate (ISC) that will be obtained by OIL from the Directorate General of Hydrocarbons (DGH) in order to avail concessional GST @12% benefit.

The entire supply qty. will be divided into four (04) equal lots in order to facilitate smooth issuance of ISC, since an ISC once issued by DGH shall be valid for a period of six (06) months from the date of issue and can be utilized very well for individual supply advices issued within the six (06) month validity period of ISC.

The Supplier shall submit duly sealed and signed Proforma Invoice along with the address of their concerned Tax Commissionerate upon receipt of notice from OIL, thereby enabling the Company to file online application to DGH for issuance of ISC.

15. Fall Clause shall be APPLICABLE as under:

15.1 The price charged for the Goods supplied under the contract by the contractor shall in no event exceed the lowest price at which the contractor sells the Goods Procurement of GOODS

or offers to sell Goods of identical description, to any persons/ organizations including the Procuring Entity or any Department or Undertaking of the Central Government, as the case may be during the currency of the contract. Contractor shall forthwith notify such reduction or sale or offer of sale to the Procuring Entity and the price payable under the contract for the Goods supplied after the date of coming into force or such reduction or sale or offer of sale shall stand correspondingly reduced.

15.2 The above stipulation shall, however, not apply to:

- (a) Exports by the contractor
- (b) Sale of Goods as original equipment at prices lower than the prices charged for normal replacement
- (c) Sale of perishable Goods having a limited shelf life, such as drugs that have expiry dates.

15.3 The Supplier / Contractor shall furnish the following certificate to the concerned Accounts Officer with each bill for payment of supplies made against the contract:

"We certify that there has been no reduction in the sale price of the Goods of description identical to the Goods supplied to the Procuring Entity under the contract herein, and such Goods have not been offered/ sold by me/ us to any person/ organization including any Ministry/ Department/ Attached and Subordinate Office/ Public Sector Undertaking of Central or State Government(s) as the case may be upto the date of bill / the date of completion of Contract at a price lower than the price charged under this contract except for the quantity of Goods categories under (a), (b) and (c) of sub-clause (2) above, details of which are as follows:-"

16. Bidder is to categorically confirm their compliance to all the terms & conditions in this tender.

17. The bidder must submit catalogues/brochures/data-sheet/leaflet of offered items which should include all the specification of the tendered item.

18. Manufacturer Authorization:Wherever Authorised Distributors/Stockists/Dealers/Sole Selling Agents are submitting the bid, Authorisation Form /Certificate with manufacturer's details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.

19. The supplier should comply with all applicable laws & regulations regarding product hazard / safety during manufacture of the item. It shall be the responsibility of the supplier to obtain the necessary approval(s) / certificate(s) from the concerned Government Agencies / Authorities required for the manufacture of the item.



ऑयल इंडिया लिमिटेड / OIL INDIA LIMITED
सामग्री विभाग / MATERIALS DEPARTMENT
डाक दुलियाजान - 786602 / P.O. DULIAJAN - 786602
ज़िला: डिब्रूगढ़ / DISTRICT: DIBRUGARH
राज्य: असम / STATE: ASSAM
दूरभाष / TEL: +91-374-280-8792
विपत्र / EMAIL ID: materials@oilindia.in

Sub: Amendment No. 1 to Tender No. SSI8751P25/P6 dated 07.03.2025

- 1.0 This amendment is being issued to incorporate the following clause in the tender:

The bid validity should be minimum 90 days from the date of opening of the tender. Bid with inadequate validity will be rejected straight-away.
- 2.0 All other terms & conditions of the tender shall remain unchanged.

Sd/-
(Aayush Somani)
Manager Materials (IP)
For General Manager Materials (HoD)
For Resident Chief Executive