

OIL INDIA LIMITED

(A Govt. of India Enterprise)

Rajasthan Project,

02-A,SARASWATI NAGAR,

DISTRICT SHOPPING CENTRE, BASNI

JODHPUR- 342005,

RAJASTHAN, INDIA

Fax-0291 2727050

Ph-0291 2727048

Email: mat_rp@oilindia.in

Tender No. & Date : JIS1007L23**19.07.2022**

Bid Security Amount : INR 0.00 OR USD 0.00
(or equivalent Amount in any currency)

Bidding Type : Single Bid (Composite Bid)

Bid Closing On : 16.08.2022 at 13:00 hrs. (IST)

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Performance Guarantee : Not Applicable

OIL INDIA LIMITED invites Limited tenders for items detailed below:

Item No./ Mat. Code	Material Description	Quantity	UOM
10 85215327	INDUSTRIAL GREASES Tool Joint Compound (API), Zinc Base, Z-50 (without lead) for Tool Joints, Drill Collars and Associated Rotary Shoulder connection.(Balmerol Grease TCZ 50 or equivalent) Packing : 25/70 Kg. capacity HDPE pails. NOTE : The material should conform to relevant API specification.	500	KG

Standard Notes: 1.0 Items shall be brand new, unused & of prime quality. Bidders shall warrant (in the event of order) that the items will be free from all defects & fault in material, workmanship and manufacture and shall be in full conformity with the ordered specification. This clause shall be valid for 12 months from date of receipt. The defective items, if any, rejected by OIL shall be replaced by the supplier on F.O.R. destination basis at their own expenses including payment of all taxes and duties. Bidders must confirm the same in their quotation.

2.0 Validity of the offer should be 60 days from the date of bid opening. Bid with lesser validity will be rejected.

3.0 Quotation should be submitted in **duplicate**.

4.0 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 and a copy of Authorisation letter issued by you is also to be submitted along with the bid. In the authorisation letter, it is to be clearly mentioned that you are authorising your dealer/stockist/channel partner to quote on your behalf against the tender (Tender no should be clearly mentioned) In the event the dealer/stockist/channel partner do not mention the name of their OEM/principal on the body of the envelope and fail to submit Authorisation Letter, 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.

Further, the authorised dealer should submit a copy of valid dealership certificate from their OEM.

5.0 Bidders are to quote for Unit Material value, Packing/Forwarding Charges (if any), Taxes & Duties as applicable, Transportation charges etc. upto OIL's Thaiyat-Hamira Stores which is 25 KM (approx.) from Jaisalmer Town (Rajasthan), Payment Terms, Delivery Period, Net Weight, Gross Weight & Volume in their offer. Comparison of offers will be done on Total F.O.R OIL's Thaiyat-Hamira Stores,Jaisalmer,Rajasthan basis.

6.0 For order with F.O.R. Destination term, 100% payment against dispatch document will not be entertained. In this regards please refer payment terms in General Terms and Condition uploaded at oil website vide MM-TENDER-LP-01(REV.2018). Bidders are advised to take note of this while mentioning payment term.

7.0 Please consider bid closing time/Opening time as at 15:00 hrs (IST). You are advised to ignore the timing of 13:00 hrs (IST), appearing anywhere of the tender document.

8.0 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.

9.0 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.

10.0 Original signed offer should be submitted in sealed envelope. No offers should be sent by Telex, Cable, E-mail or Fax. Such offers will not be accepted.

11.0 Bids containing incorrect statement will be rejected.

12.0 Bids shall have no interlineations, erasures or overwriting except as necessary to correct the errors made by the bidder, in which case, such corrections shall be initiated by the person(s) signing the bid. Any bid not meeting this requirement shall be rejected.

13.0 Bidders to note that Govt. of India under Micro, Small and Medium Enterprises Development (MSMED) Act 2006, has proclaimed the Public Procurement Policy, 2012 with effect from 1st April, 2012 in respect of procurement of goods and services, produced and provided by micro and small enterprises, by its Ministries, Departments and Public Sector Undertakings for promotion and development of Micro and Small Enterprises. A new Clause on applicability of Public Procurement Policy for procurement of goods from Micro, Small and Medium Enterprises(MSME) in the tender is furnished vide Amendment to General Terms and Conditions vide Booklet No. M/TENDER/LP/01/06(REV 2018). Bidders are requested to take note of the same and to submit their offers accordingly.

14.0 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.

15.0 The offer should reach within the Bid Closing Date & Time addressed to:

**GENERAL MANAGER (C&P)
OIL INDIA LIMITED
RAJASTHAN FIELD
C&P DEPARTMENT
02-A SARASWATI NAGAR, BASNI**

**DISTRICT SHOPPING CENTRE
JODHPUR - 342005,
RAJASTHAN
INDIA**

16.0 Contact details of dealing officer:

**A. D. SINGH
MANAGER (C&P)
PHONE- 0291-2729-473
EMAIL: amar_singh@oilindia.in**

Other terms and conditions of the tender shall be as per General Terms and Conditions vide booklet MM/TENDER/LP/01/06(REV 2018). However, if any of the Clauses of the tender stipulated above contradict the Clauses of the booklet MM-TENDER-LP-01(REV.2018) elsewhere, those in this tender document shall prevail.

17.0 Please ignore the all such taxes mentioned in MM-TENDER-LP-01(REV.2018) which is not applicable now a day, after implementation of GST after 01.07.2017.GST rules, regulations and all circulars of GOVERNMENT OF INDIA is applicable for this Tender.

General terms and Conditions MM/TENDER/LP/01/06(REV 2018) is uploaded in OIL WEB SITES. Please see the General Terms & Condition thoroughly before to submit your bid.

GOODS AND SERVICES TAX:

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

examine such details about costs of inputs/input services of the bidders to ensure that the intended benefits of GST have been passed on to OIL.

5. Oil India Ltd. shall declare the value of free issue of materials and services, if any, involved in the execution of the contract. The Contractor should consider the same while working out the GST liability, if any. Further in cases where GST is leviable on any facilities provided by OIL and used by bidders and the consideration for which is recovered by OIL in the form of reduction in the invoice raised by bidders then OIL will raise GST invoices on such transactions and the same will be reimbursed by bidders.

6. 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.

7. 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.

8. 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.

9) In case there is a requirement to obtain registration by the bidder under the Indian laws (including but not limited to GST) for carrying out the transaction proposed under the tender/contract, bidder shall be the sole responsible person for obtaining such registration. Further, any cost associated with obtaining any such registration or complying with Indian laws (including but not limited to GST) shall be borne by the bidder solely. Any additional tax burden (including interest and penalty etc.) arising out of non-compliance of this requirement by the bidder will be to the bidder's account.

10) In no case OIL shall bear any additional liability for the arrangement between bidder and its suppliers/sub-vendors for complying with 'local content'.

Special Notes : 1.0 Delivery: Items are very urgently required. Bidders are requested to quote their best delivery period.

2.0 The prices of the items should be quoted as per the price bid format enclosed as per Annexure-P.

3.0 PERFORMANCE SECURITY: The successful bidder shall submit Performance Security @ 3% 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.

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

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

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

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

However, PBG will be applicable only if value of Purchase Order exceeds Rs 5(five) lakhs

3) APPLICABILITY OF BANNING POLICY OF OIL INDIA LIMITED:

Banning Policy dated 6th January, 2017 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.

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Tender issued to following parties only:

Slno	V_Code	Vendor Name	City/Country
1	202838	HINDUSTAN PETROLEUM CORPORATION LTD	MUMBAI
2	206680	Indian Oil Corporation Limited	Jodhpur
3	402654	BALMER LAWERIE & CO. LTD.	NEW DELHI
4	404740	BHARAT PETROLEUM CORPORATION LIMITE	MUMBAI