

**OIL INDIA LIMITED**

(A Govt. of India Enterprise)

Rajasthan Project,

02-A,SARASWATI NAGAR,

DISTRICT SHOPPING CENTRE, BASNI

JODHPUR- 342005,

RAJASTHAN, INDIA

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**ANNEXURE-I****Tender No. : JIS8297L19****Tender Date : 12.06.2018**

Item No./ Mat. Code	Material Description	Quantity	UOM
<b>10</b> 85050511	<p>MUD MAKING CLAY FOR VISCOSITY INCREASE &amp; FLUID LOSS CONTROL.</p> <p>Bentonite Product description and use A naturally occurring montmorillonite clay of sodium or calcium or mixture of both, used for making water based drilling muds.</p> <p><b>Specification :</b></p> <p>1. Physical Properties : The material as received, should be in the form of fine light to greyish yellow buff or cream coloured powder, free from dirt and foreign matter.</p> <p>2. Moisture Content, measured by : 12.00 drying at 105 +/- 2 Deg.C to constant weight, % by mass, maximum.</p> <p>3. Sand Content, % by mass, max. : 2.00(retention on 200 B.S.S. mesh sieve or equivalent, by wet method).</p> <p>4. Dry Screen Analysis, % by : 98.00 mass, min.( passing through 100 B.S.S. mesh or equivalent by dry method).</p> <p>5. Performance Test : Prepare a bentonite suspension by mixing 7.5 gms of bentonite per 100 ml distilled water. Stir the suspension a multimixer for 15 minutes so that no lumps are left in the suspension after the stirring period. Age the suspension for 24 hrs at 26 +/- 2 degC. After lapse of the aging period, stir the suspension for 15 minutes in a multimixer and then determine apparent viscosity, plastic viscosity and API fluid loss of the suspension at 26 +/- 2 Deg.C which should be as follows.</p> <p>(i) Apparent viscosity, cp, min. : 15,</p> <p>(ii) Plastic viscosity, cp, min. : 6</p> <p>(iii) API fluid loss, ml, maximum : 20</p> <p>6. Packing : The material should be packed in new HDPE bags or moisture proof polythene lined (100 gauge) D.W. jute bags (9 oz) strong enough to withstand rigours of transit and storage. Capacity 50 Kgs. net per bag.</p> <p>7. Markings : Each bag should have clear legible markings as given bellow :</p> <p>1) Name of the product.</p> <p>ii) Name of the supplier/manufacturer.</p> <p>iii) Date/Month/Year of manufacture.</p> <p>iv) Supply order no. against which the supply is made.</p> <p>8. PRODUCT SAMPLE AND OTHER REQUIREMENTS :</p> <p>a) Bidders must submit 3 (three) tender samples of ½ kg each of the offered</p>	450	MT

**ANNEXURE-I****Tender No. : JIS8297L19****Tender Date : 12.06.2018**

Item No./ Mat. Code	Material Description	Quantity	UOM
	<p>product in 3 (three) separate air tight sealed containers free of cost for technical evaluation, failing which their offer(s) will be rejected.</p> <p>b) Submission of tender sample is mandatory for all the bidders including those who were earlier exempted from submission of tender samples. All the exemption letters issued by OIL in this regard stand withdrawn. Hence all the bidders are to ensure strict compliance of the above.</p> <p>c) Tender sample will be evaluated as per OIL's specification enclosed along with tender document. Offer of the party whose tender sample does not meet OIL's specification will be rejected.</p> <p>9. Pre Despatch Inspection :</p> <p>Pre despatch inspection will be carried out by OIL approved third party inspection agency (TPIA). The scope of 3rd party inspection will be as follows :</p> <p>a) Inspection of quality as per order during production.  b) Checking of bag specification and weight of bags randomly during the production operation.  c) Bonding of warehouse after completion of production/ inspection/testing of samples.  d) De-bonding of warehouse and witnessing of loading operations from warehouse of Railway station.</p> <p>10. Bidders to quote inclusive of inspection charges by TPIA.</p> <p>11. OIL reserves the right to depute it's personnel for inspection prior to despatch at successful bidders works.</p>		

**Note description for item no./nos. : 10****NOTE :****(A) BID REJECTION CRITERIA (BRC) AND OTHER REQUIREMENTS FOR PROCUREMENT OF BARYTES & BENTONITE POWDER**

The bid shall conform generally to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the offered product does not conform to required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.

**(B) BIDDER'S EXPERIENCE :**

1. Bidder should have at least 3 years (as on Bid Closing Date) manufacturing experiences of the required product with bulk supply record to similar other E & P companies. Document of past manufacture and supply record should be furnished along with the bid.

2. In case the bidder is not a Manufacturer, he should be an Authorized representative / dealer / supplier of the Manufacturer having experience of supplying chemicals to oil companies for last 2 (two) years as on Bid Closing

**ANNEXURE-I**

**Tender No. : JIS8297L19**

**Tender Date : 12.06.2018**

Date. The authorized representative / dealer / supplier should produce the following :

- i. Documents establishing own experience of supplying chemicals.
- ii. Documents establishing experience of the manufacturer of the required / offered product as mentioned in para 1.0 above.
- iii. Authority letter from the original manufacturer along with the bid. Such letter of authority from manufacturer should be valid till warranty obligation (i.e. delivery period plus warranty period as mentioned in the tender) of the order is completed.

**(C) BIDDERS' UNDERTAKING :**

1. The bidders should furnish undertaking for the following along with the bid.
  - a. The offered material will be supplied in the original packing of the manufacturer.
  - b. The offered material will be of the same specification / quality or better to the tender sample submitted along with bid.
  - c. As a bidder (either Manufacturer or Authorized dealer / supplier / agent) they have adequate capacity to cover the quantity offered to OIL against the tender.

**Standard Notes:** 1.0 Items shall be brand new, unused & of prime quality. Bidders shall warrant (in 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. 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 minimum 90 days from the date of bid opening. Bid with lesser validity will be rejected.

3.0 Quotation should be submitted in triplicate.

4.0 Performance Security @10% of PO value is applicable against this tender. Please refer the clause for Performance Security under MM-TENDER-LP-01-06(REV. 2018) - Rajasthan Project and Confirmation of Performance security under Special Notes.

5.0 Bidders are to quote for Unit Material value, Packing/Forwarding Charges (if any), Taxes & Duties as applicable, Transportation charges (if extra) upto OIL's Office at Jodhpur(Rajasthan), Insurance charges alongwith Payment Terms, Delivery Period, in their offer.

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 MM-TENDER-LP-01-06(REV. 2018)- Rajasthan Project. Bidders are advised to take note of this while mentioning payment term.

7.0 Please consider bid closing time as at 15:00 hrs (IST). You are advised to ignore the timing of 13:00 hrs (IST), appearing in the covering page 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

**ANNEXURE-I**

**Tender No. : JIS8297L19**

**Tender Date : 12.06.2018**

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

CHIEF GENERAL MANAGER (M&C)  
OIL INDIA LIMITED  
RAJASTHAN PROJECT  
M&C DEPARTMENT  
02-A SARASWATI NAGAR, BASNI  
DISTRICT SHOPPING CENTRE  
JODHPUR - 342005,  
RAJASTHAN  
INDIA

14.0 Contact details of dealing officer:

MR.BHAVIK HARESH MODY  
MANAGER (M&C)  
PHONE- 0291-2729-472  
EMAIL: bhavik\_mody@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) - Rajasthan Project. However, if any of the Clauses of the tender stipulated above contradict the Clauses of the booklet MM-TENDER-LP-01-06(REV. 2018) - Rajasthan Project elsewhere, those in this tender document shall prevail.

**Special Notes** : 1.0 Delivery: Delivery to be made in Three(03) lots as under:

1.1 1st lot of 100 MT within 30 days from LOA.

1.2 2nd lot of 150 MT as and when required but within 30 days of supply notice.

1.3 3rd lot of 200 MT as and when required but within 30 days of supply notice.

2.0 Performance Security: Successful bidder will be required to furnish a Performance Security @10% of the order value. The Performance Security must be valid for a period of 15 months from the date of dispatch / shipment. The bidder should confirm submission of the requisite Performance security (in the event of order) in their offer itself, failing which the offer will be rejected.

3.0 Sample : Bidders must supply 5 Kg sample along with their offer for laboratory testing. In absence of sample, the offer will not be considered. Submission of tender sample is mandatory for all the bidders including those who were earlier exempted from submission of tender samples. All the exemption letters issued by OIL in this regard stand withdrawn. Hence all the bidders are to ensure strict compliance of the above.

**ANNEXURE-I****Tender No. : JIS8297L19****Tender Date : 12.06.2018****4.0 Purchase preference policy (linked with Local Content)(PP-LC)**

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

b) As per the PP-LC policy, 50% of the tendered quantity would be awarded to the lowest techno-commercially qualified LC (Local Content) manufacturer / supplier which are within the price band of 10% of the L1, subject to matching the L1 price. Bidders seeking Purchase preference (linked with Local Content)(PP-LC) shall be required to meet / exceed the target of Local Content (LC) as per values furnished vide MOPNG notification no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 as on the bid closing date. The remaining quantity will be awarded to L1 (i.e. Non Local Content (NLC) manufacturer / supplier not meeting prescribed LC criteria). In case of non divisible quantity or tem, entire order shall be awarded to the bidder under PPLC subject to his matching of L1 price

c) In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs-Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy. If a bidder seeks free of cost tender document under the MSE policy, then it shall be considered that the bidder has sought benefit against the MSE policy and this option once exercised cannot be modified subsequently.

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

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

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

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

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

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

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

1) In case of procurement of goods under PP-LC, the LC content may be calculated by the supplier and the verification of the procurement of goods, service shall be carried out by a Statutory Auditor engaged by the bidder.

2) The supplier shall provide the necessary local content documentation to the statutory auditor, which shall review and determine the local content requirements have been met, issue a local content certificate to that effect on behalf of procuring company, stating the percentage of local content in the good or service measured.

**ANNEXURE-I****Tender No. : JIS8297L19****Tender Date : 12.06.2018**

3) The local content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with invoice while maintaining the overall % of local content for the total purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.

i) A bidder who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the Contract Price. View this, the supplier shall confirm in their bid for submission of PBG (PBG-PPLC) of 10% of the contract value which shall be valid throughout the execution of the contract (format as provided vide the notification). This PBG-PPLC is in addition to the PBG, which is required to be submitted by the successful bidder as per OIL's general terms & condition, if applicable. Bidders to provide an undertaking complying to the submission of additional PBG along with their bid, in case of availing PPLC benefit.

j) Bidders should note that PP - LC shall not be available in case of procurement of goods / services falling under the list of items reserved for exclusive purchase from Micro and Small Enterprise (MSEs) or Domestically Manufactured Electronic Products (DMEP).

**5.0 GOODS AND SERVICES TAX**

\*\*.1 #GST" shall mean Goods and Services Tax charged on the supply of material(s) and services. The term #GST" shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as #IGST") or Central Goods and Services Tax (hereinafter referred to as #CGST") or State Goods and Services Tax (hereinafter referred to as #SGST") or Union Territory Goods and Services Tax (hereinafter referred to as #UTGST") depending upon the import / interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.

\*\*.2 The quoted price shall be deemed to be inclusive of all taxes and duties except #Goods and Services Tax" (hereinafter called GST) (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and GST compensation Cess if applicable).

\*\*.3 Contractor/vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL (Oil India Limited)/client. In the event that the contractor / vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules thereunder, OIL/client shall not be liable to make any payment on account of GST against such invoice.

\*\*.4 GST shall be paid against receipt of tax invoice and proof of payment of GST to government. In case of non-receipt of tax invoice or non-payment of GST by the contractor/vendor, OIL shall withhold the payment of GST.

\*\*.5 GST payable under reverse charge for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/vendor but will be directly deposited to the government by OIL/client.

\*\*.6 Where OIL/client has the obligation to discharge GST liability under reverse charge mechanism and OIL/client has paid or is /liable to pay GST to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL/client for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/ setoff / recover such amounts against

**ANNEXURE-I****Tender No. : JIS8297L19****Tender Date : 12.06.2018**

any amounts paid or payable by OIL/client to Contractor / Supplier.

\*\*.7 The Supplier shall always comply with the requirements of applicable laws and provide necessary documents as prescribed under the Rules & Regulations, as applicable from time to time. In particular, if any tax credit, refund or other benefit is denied or delayed to OIL/project owner due to any non-compliance / delayed compliance by the Supplier under the Goods & Service Tax Act (such as failure to upload the details of the sale on the GSTN portal, failure to pay GST to the Government) or due to non-furnishing or furnishing of incorrect or incomplete documents by the Supplier, the Supplier shall be liable to reimburse OIL/project owner for all such losses and other consequences including, but not limited to the tax loss, interest and penalty.

\*\*.8 Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor / Vendor is denied by the tax authorities to OIL/client for reasons attributable to Contractor / Vendor, OIL/client shall be entitled to recover such amount from the Contractor / Vendor by way of adjustment from the next invoice. In addition to the amount of GST, OIL/client shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL/project owner.

\*\*.9 TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.

\*\*10 The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions available under tax laws.

\*\*11 The contractor will be liable to ensure to have registered with the respective tax authorities and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.

\*\*12 In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "#Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.

\*\*13 OIL/client will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL/client is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

\*\*14 GST (GOODS & SERVICE TAX) (TRANSPORTATION CHARGES, SUPERVISION / TRAINING, SITE WORK):

The quoted Prices towards Transportation, Supervision, Training, Site Work, AMC shall be inclusive of all taxes & duties except Goods & Service Tax (GST). Goods & Service Tax (GST) as billed by the Supplier shall be payable at actuals by Owner subject to Contractor furnishing proper tax invoice issued in accordance with Goods & Service Tax (GST) rules to enable Owner to take input tax credit as per Govt. Rules 2004 on Goods & Service Tax (GST) paid. Goods & Service Tax (GST) shall not be payable, if the requirements as specified above are not fulfilled by the Supplier. In case of non-receipt of above, Owner shall withhold the payment of Goods & Service Tax (GST).

**ANNEXURE-I****Tender No. : JIS8297L19****Tender Date : 12.06.2018****\*\*15 Documentation requirement for GST**

The vendor will be under the obligation for invoicing correct tax rate of tax/duties as prescribed under the GST law to Owner/OIL, and pass on the benefits, if any, after availing input tax credit. Any invoice issued shall contain the following particulars:

- a) Name, address and GSTIN of the supplier;
- b) Serial number of the invoice;
- c) Date of issue;
- d) Name, address and GSTIN or UIN, if registered of the recipient;
- e) Name and address of the recipient and the address of the delivery, along with the State and its code,
- f) HSN code of goods or Accounting Code of services;
- g) Description of goods or services;
- h) Quantity in case of goods and unit or Unique Quantity Code thereof;
- i) Total value of supply of goods or services or both;
- j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
- k) Rate of tax (IGST, CGST, SGST/ UTGST, cess);
- l) Amount of tax charged in respect of taxable goods or services (IGST, CGST, SGST/ UTGST, cess);
- m) Place of supply along with the name of State, in case of supply in the course of inter-state trade or commerce;
- n) Address of the delivery where the same is different from the place of supply and
- o) Signature or digital signature of the supplier or his authorised representative.

GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner

- a) The original copy being marked as ORIGINAL FOR RECIPIENT;
- b) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
- c) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

In case of any advance given against any supplies contract, the supplier of the goods shall issue Receipt Voucher containing the details of details of advance taken along with particulars as mentioned in clause no. \*\*15 (a), (b), (c), (d), (g), (k), (l), (m) & (o) above.

**\*\*16 GENERAL REMARKS ON TAXES & DUTIES:**

In view of GST Implementation from 1st July 2017, Excise Duty, CST/VAT, Service tax, Entry Tax and other indirect taxes and duties have been submerged in GST. Accordingly reference of Excise Duty, Service Tax, VAT, Sales Tax, Entry Tax, E1/E2 Forms, and any other form of indirect tax except of GST mentioned in the bidding document shall be ignored.

**6.0 CONFIRMATION OF PERFORMANCE SECURITY**

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.



**Tender No.** : JIS8297L19  
**Tender Date** : 12.06.2018  
**Bid Closing On** : 31.07.2018 at 13:00 hrs.(IST)  
**Bid Opening On** : 31.07.2018 at 13:00 hrs.(IST)

**Tender issued to following parties only:**

Slno	V_Code	Vendor Name	City/Country
1	200552	ASHAPURA INTERNATIONAL LTD	MUMBAI
2	201434	JAGSHANTI MINERAL GRINDING MILLS	JODHPUR
3	201687	KMC PRIVATE LIMITED	GUWAHATI
4	201964	NEELKANTH BODACLAYS & PULVERISERS	RAJASTHAN
5	203167	TRISHUL INDUSTRIES	JODHPUR
6	206642	NEELKANTH SODACLAYS PVT. LTD.	JODHPUR