



ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्यम)
Oil India Limited
(A Government of India Enterprise)

**Materials Department
(Rajasthan Project)**
02-A, District Shopping Centre,
Saraswati Nagar, Basni
Jodhpur – 342 005
Rajasthan, India.
Phone -0291-2729472
Fax : 0291-2727050

TENDER NO. SJI9669P19

Date: 06.11.2019

INVITATION TO e-BID UNDER SINGLE STAGE COMPOSITE BID SYSTEM

Dear Sirs,

OIL invites Bids for the supply of **IBR Pipes** through its e-Procurement site under **Local Competitive Bidding (LCB) - Single Stage Composite Bid System**. The bidding documents and other terms and conditions are available at Booklet No. MM-RP-LOCAL-E-01-2005. The prescribed Bid Forms for submission of bids are available in the tender document folder.

The general details of tender can be viewed by opening the RFx [Tender no.] under RFx and Auctions page. The details of items tendered can be found under Item tab and details can be found under Technical RFx.

The tender is invited with firm price for the specified quantity. Further details of tender are given in Rfx Parameters → Technical Attachments as **ANNEXURE IA**.

THE TENDER WILL BE GOVERNED BY:

- a) "General Terms & Conditions" for e-Procurement as per Booklet No. MM-RP-LOCAL-E-01-2005 for E-procurement (LCB Tenders).
- b) Technical specifications, Quantity and Notes for the **IBR Pipes** as per **Annexure – IA**.
- c) The prescribed Bid Forms for submission of bids are available in the Technical Attachments. Technical Checklist & Commercial Checklist must be filled-up and submitted along with the technical bid.
- d) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in "*Annexure-CA certificate*". The same must be submitted along with the bid.

SPECIAL NOTE:

- 1.0 Please note that all tender forms and supporting documents are to be submitted through OIL's e-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribed with Tender no. and due date to **CGM (Services), Oil India Limited, Rajasthan Project, 2A, Saraswati Nagar, District Shopping Centre, Basni, Jodhpur-342005, Rajasthan** on or before the Bid Closing Date mentioned in the Tender.
- a) Original Bid Security.
 - b) Detailed Catalogue.
 - c) Any other document required to be submitted in original as per tender requirement.

All documents submitted in physical form should be signed on all pages by the authorised signatory of the bidder and to be submitted in triplicate.

- 2.0 Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the NIT or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in rejection of its offer without seeking any clarifications.
- 3.0 OIL INDIA LIMITED (OIL) has upgraded its E-tender Portal. As part of the new system, the intending bidder must have Encryption Certificate along with Digital Signature Certificate (DSC) of Class III [Organization]. The date for implementation of new system is 12th April 2017 and the requirement of the new DSC will be applicable for the tenders floated on 12th April 2017 onwards. All our current and prospective esteemed bidders are therefore requested to acquire Class III DSC [Organization] along with Encryption Certificate issued by any of the Licensed Certifying Authorities (CA) operating under Controller of Certifying Authorities (CCA) of India as per Indian IT Act 2000. Guideline for getting Digital Signature and other related information are available on the e-tender website www.oil-india.com. The bid signed using any other digital certificate or digital certificate without organization name of the bidder, will be liable for rejection.
- 4.0 Encryption certificate is mandatorily required for submission of bid. In case bidder created response using one certificate (using encryption key) and bidder subsequently changes the digital signature certificate then the old certificate (used for encryption) is required in order to decrypt his encrypted response for getting the edit mode of his response. Once decryption is done, the bidder may use his new DSC certificate for uploading and submission of his offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of DSC certificate, Oil India Limited is not responsible.
- 5.0 Please ensure that Technical Bid / all technical related documents related to the tender are uploaded in the Technical Attachments under Rfx Information tab. The "TECHNO-COMMERCIAL UNPRICED BID" shall contain all techno-commercial details except the prices. The price bid is to be uploaded under "Notes and Attachments" tab as per the Price bid format.
- 6.0 Please refer Annexure-IA and General Terms and Conditions for BEC/BRC applicable against this tender. Please ensure compliance to BEC/BRC and submit requisite documentation, failing which offer may be liable for rejection.

- 7.0 Bidder are advised to fill up the Technical bid check list and Response sheet along with the tender documents.
- 8.0 Please refer “**E-Tender User Manual**” document for help on system settings and procedure to upload technical and price bids.
- 9.0 Amendments to the NIT after its issue will be published on OIL’s website only. Revision, clarification, addendum, corrigendum, time extension etc. to the tender will be hosted on OIL website only. No separate notification shall be issued in the press. Prospective bidders are requested to visit website regularly to keep themselves updated.
- 10.0 Bid must be submitted electronically only through OIL’s e-procurement portal. Bid submitted in any other form will be rejected.
- 11.0 Bidders to take special note of the following conditions:
- 11.1 Against Bid Security/EMD/Performance Bank Guarantee – Only payments through online mode or Submission of Bank Guarantee/LC will be acceptable. No DD/Cheques/Cashier Cheque or any other mode will be acceptable.
- 12.0 Attention about GST: Please ignore the details given about the taxes, duties & levies in anywhere in Tender documents which is not applicable now after implementation of GST with effect from 01.07.2017. Others all terms and condition remains same. Referred annexure for GST uploaded under Technical bid.

Yours faithfully,

OIL INDIA LIMITED

Sd/-

(Bhavik Mody)
Manager (M&C)
Rajasthan Project
Jodhpur, Rajasthan

Tender No. & Date : SJI9669P19 06.11.2018

Tender Fee : INR 0.00
 Bid Security Amount : INR 92,000.00

Bidding Type : Single Bid (Composite Bid)

Bid Closing On : 11.12.2018 at 11:00 hrs. (IST)
 Bid Opening On : 11.12.2018 at 15:00 hrs. (IST)

Performance Guarantee : Applicable @10% of PO value

OIL INDIA LIMITED invites Press tenders for items detailed below:

Item No./ Mat. Code	Material Description	Quantity	UOM
10 0C000703	MATERIAL DESCRIPTION: PIPES WILL BE USED FOR TRANSPORTATION OF STEAM AT 300 DEG C AND PRESSURE OF 2000 PSI. 1. SIZE: 3 INCH ID, 2. THICKNESS: AS PER STD 3. MATERIAL: IBR CARBON STEEL, 4. GRADE: A 106 GR B 5. CLASS/ SCHEDULE: XXS 6. TYPE: SEAMLESS 7. END: BEVEL 8. IBR CERTIFICATION: AS PER NORMS	2000	M

Standard Notes: 1) The tender is invited under SINGLE STAGE-COMPOSITE BID SYSTEM. The bidder has to submit both the "TECHNO-COMMERCIAL UNPRICED BID" and "PRICED BID" bid through electronic form in the OIL's e- Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The "TECHNO-COMMERCIAL UNPRICED BID" is to be submitted as per Scope of Work & Technical Specification of the tender and "PRICED BID" as per the Price Bid format uploaded under "Notes and Attachments" tab.

2) Please go through the help documents in details before uploading the document and ensure uploading of technical bid as per the instructions.

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

4) The original bid security (Amount is mentioned above and also in Rfx Parameters of the tender in OIL's e-portal) should reach us before bid closing date and time of the technical bid. Bid without original Bid Security will be rejected. The bidders who are exempted from submitting the Bid Bond should attach documentary evidence in the TECHNO-COMMERCIAL BID as per clause 9.8 of Section A General Terms and conditions (MM-RP-LOCAL-E-01-2005). The bid security shall be valid up to **11.06.2019**. Only payments through online mode or Submission of Bank Guarantee/LC will be acceptable. No DD/Cheques/Cashier Cheque or any other mode will be acceptable. Please refer special notes for Bid security through SFMS system.

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5) Successful bidder shall be required to furnish a Performance Security equivalent to 10% of total order value. Performance security in form of Bank Guarantee/LC will be acceptable. No DD/Cheques/Cashier Cheque or any other mode will be acceptable. Please refer Special notes for Performance security through SFMS system.

6) Bidders to note that Govt. of India under Micro, Small and Medium Enterprises Development (MSMED) Act 2006, has proclaimed the Public Procurement Policy, 2012 with effect from 1st April, 2012 in respect of procurement of goods and services, produced and provided by micro and small enterprises, by its Ministries, Departments and Public Sector Undertakings for promotion and development of Micro and Small Enterprises. A new Clause on applicability of Public Procurement Policy for procurement of goods from Micro and Small Enterprises(MSE) in the tender is furnished vide Amendment to General Terms and Conditions for Local Tender (MM-RP-LOCAL-E-01-2005). Bidders are requested to take note of the same and to submit their offers accordingly.

7) 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.

8) General terms and conditions (document MM-RP-LOCAL-E-01-2005) is enclosed.

9) GST (Goods & Service Tax) will be cost loaded as quoted and in line with provisions of the bidding document. Any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders. For GST clause please refer Annexure-GST.

10) Bidders without having 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>

11) 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.

12) MSEs Units (manufacturers/Service Providers only and not their dealers/distributors) who are already registered with District Industry Centers 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 are exempted from payment of Bid Security (EMD) irrespective of monetary limit mentioned in their registration, provided they are registered for the item they intend to quote/participate.

13) For availing benefits under Public Procurement Policy (Purchase preference & EMD exemption), the interested MSE Bidders must ensure that they are the manufacturer of tendered item(s) and registered with the appropriate authority for the said item(s). Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant MSE Certificate issued by appropriate authority specifying the item as per tender. Therefore, it is in the interest of such MSE Vendors to furnish a copy of complete certificate to the concerned tender handling officer of OIL at least seven (7) days prior to the scheduled Bid Closing Date of the tender; seeking clarification/confirmation as to whether their registered item is eligible for EMD exemption or not. Late communication in this regard and request for bid closing date extension on that plea shall not be entertained by Company.

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GENERAL NOTES FOR LINE PIPE (SEAMLESS)

1.1 Line Pipe must be manufactured as per ASTM A106 grade B XXH Seamless Pressure Pipe.

1.2 Pipe shall be brand new, un-used and prime quality and in double random length without any jointers.

1.3 Coating shall be done as per standard and adequately oiled to withstand sea voyage / road transit.

1.4 Pipe ends must be prepared as per relevant standard. Suitable end protectors as specified shall be used to protect the ends.

1.5 PHYSICAL/MECHANICAL TEST:

All Line Pipe shall be manufactured, tested and certified in accordance with ASTM A106 grade B.

The following tests (AS APPLICABLE) shall be carried out on its heat of steel from which the pipes are manufactured, as per ASTM A106 grade B and test results thereof shall be submitted to OIL.

- i) Chemical Analysis,
- ii) Heat Analysis,
- iii) Product Analysis,
- iv) Recheck Analysis,
- v) Mill-Control check analysis,
- vi) Tensile tests,
- vii) Yield strength tests,
- viii) Mill-control tensile tests,
- ix) Flattening tests,
- x) Tensile elongation tests,

1.6 HYDROSTATIC TEST :

Each joint of Line Pipe shall be tested Hydrostatically to the recommended pressure at the mill in accordance with relevant ASTM A106 grade B.

1.7 All documents in regard to the test should be submitted along with material.

1.8 WARRANTY :

The supplier shall warrant their all tubulars to be supplied against the order shall be free from all defects and faults in materials, workmanship and manufacture shall be in full conformity with specified ASTM A106 grade B standard. This clause shall be valid for 12 months from the date of despatch. The defective materials rejected by the purchaser shall be replaced by the seller at his own expense immediately.

Special Notes : BID EVALUATION CRITERIA (BEC)/BID REJECTION CRITERIA (BRC)

In addition to the General Terms and Conditions for Local Tender, the following BEC / BRC criteria will be applicable against this tender:

The bids shall conform to the specifications, terms and conditions given in the tender. Bids shall be rejected in case the item(s) offered do not conform to technical specifications and to the respective international / national standards wherever stipulated.

Notwithstanding the general conformity of the bids to the stipulated specifications, and terms & conditions, the following requirements shall have to be particularly met by the bidders, without which the offer will be considered as non-responsive and rejected. All the documents related to BEC / BRC must be submitted along with the technical bid.

A. BID REJECTION CRITERIA (BRC):**1.0 BRC TECHNICAL:**

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1.1 MANUFACTURING DETAILS:

1.1.1 Bidders must specify categorically in their offer if the pipes offered by them will be as per the Standard mentioned in the tender.

1.1.2 Bidder also has to clearly state that the pipes are as per IBR Standard only. Bidder has to confirm that all relevant IBR certification in regard to manufacturing, material, testing will be provided.

1.1.3 Bidder has to have experience of executing atleast one order of 1000 Mtrs. of IBR certified pipes in the last 5 years from the scheduled bid closing date. The bidder shall submit documents in support of successful execution of past supply experience as below:

- (i) Copy(ies) of detail Purchase Order(s) / Contract document(s) containing Technical specification, etc. and,
- (ii) Performance Bank Guarantee Release Document / Performance Report / Successful completion of order certificate from Client of the corresponding executed supply and,
- (iii) Any one or combination of the following documents, a. Satisfactory Inspection Report (OR) b. Satisfactory supply completion/Client certificate (OR) c. Bill of Lading, Invoice etc. (OR) d. Consignee receipt delivery challan (OR) e. Central Excise Gate Pass/Tax Invoices f. Commercial Invoice/Payment Invoice g. Final inspection release note from Third Party.

1.2 Bidders who do not manufacture IBR pipes as specified in the tender, can supply as supply house/traders provided they have requisite experience of supply of IBR pipes before as per clause no. 1.1.3. As supply house /traders to bid, they however must fulfil the following criteria:

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

1.2.2 The (Supply Houses/Traders) must forward the following certificates along with the offer failing which the offer will be rejected:

- i) A certificate from the manufacturing mill guaranteeing supply of the IBR Pipes to the bidder in the event of an order on the bidder.
- ii) Valid IBR certificates from the manufacturer for Pipes

1.2.3 It may be noted that no change in manufacturing mill will be allowed after placement of order. Bidder must confirm the same in their bid.

2.0 FINANCIAL CRITERIA:

2.1 The bidder shall have an annual financial turnover of minimum INR 23,00,000.00 during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date, irrespective of whether their bid is for all the tendered items or not.

2.2 "Net Worth" of the bidder should be positive for the financial/accounting year just preceding to the original Bid Closing Date of the Tender.

2.3 Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial/accounting year will be considered.

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In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that 'the balance sheet/Financial Statements for the financial year ##.. has actually not been audited so far'.

Note:

a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the technical bid:-

i) A certificate issued by a practicing Chartered Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in ANNEXURE.

OR

ii) Audited Balance Sheet alongwith Profit & Loss account.

b) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/ State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.

3.0 COMMERCIAL CRITERIA:

3.1 Bids are invited under Single Stage Composite Bid System. Bidders shall quote accordingly. The "Unpriced Bid" shall contain all techno-commercial details except the prices/rates, which shall be kept blank. The "Price Bid" must contain the price schedule and the bidder's commercial terms and conditions. Bids not complying with above submission procedure shall be rejected outright without any further reference.

3.2 The prices offered shall 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.

3.3 Bids received in physical form against online invitation through e-portal shall be rejected (except the documents specifically called for in hard copies, if any). Similarly, Bids received after the bid closing date and time shall be rejected. Also, modifications to bids received after the bid closing date & time shall not be considered.

3.4 Bids containing incorrect statement shall be rejected.

3.5 Validity of the bid shall be minimum 90 days from the date of Bid closing. Bids with lesser validity shall be rejected.

3.6 Bid Security in ORIGINAL shall be furnished by the Bidder as a part of their TECHNICAL BID. The amount of Bid Security and its validity shall be as specified in the Bid Document. Any bid not accompanied by a proper bid security in ORIGINAL shall be rejected without any further consideration. A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender.

For exemption for submission of Bid Security please refer Bid security clause under Amendments of "General Terms & Conditions" for e-Procurement as per Booklet No. MM-RP-LOCAL-E-01-2005 (Rev May 2016) for E-procurement (LCB Tenders).

3.7 Successful bidder shall be required to furnish a Performance Security equivalent to ten

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percent (10%) of total evaluated value of the Purchase Order. Bidders should undertake in their bids to submit Performance Security as stated above

3.8 A bid shall be rejected straightway if it does not conform to any one of the following clauses:

- (a) Validity of bid shorter than the validity called for in the Tender.
- (b) Original Bid Security not received within the stipulated date & time mentioned in the Tender.
- (c) Bid Security with (i) validity shorter than the validity called for in Tender and/or (ii) Bid Security amount lesser than the amount indicated in the Tender.

3.9 Bidder must accept and comply with the following clauses as given in the Bid Document, failing which bid shall be liable for rejection:

- i) Liquidated Damages
- ii) Guarantee of material
- iii) Arbitration / Resolution of Dispute
- iv) Force Majeure
- v) Applicable Laws
- vi) Performance Security

B. BID EVALUATION CRITERIA:

The bids conforming to the specifications, terms and conditions stipulated in the tender and considered to be responsive after subjecting to the Bid Rejection Criteria shall be considered for further evaluation as per General Terms and Conditions for Local Tender and the Bid Evaluation Criteria given below:

1.0 The evaluation of bids shall be done as per the Price Bid Format (SUMMARY) provided in the Tender / e-tender portal.

2.0 If there is any discrepancy between the unit price and the total price, the unit price shall prevail and the total price shall be corrected accordingly. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.

3.0 To ascertain the inter-se-ranking, bid prices shall be converted into Indian Rupees and the comparison of responsive bids shall be made strictly as per online Price bid format, subject to corrections / adjustments, if any.

4.0 Other terms and conditions of the enquiry shall be as per General Terms and Conditions for Local Tender (MM-RP-LOCAL-E-01-2005). However, if any of the Clauses of the Bid Rejection Criteria / Bid Evaluation Criteria (BEC / BRC) mentioned here contradict the Clauses in the General Terms & Conditions of Local Tender of the tender and/or elsewhere, those mentioned in this BEC / BRC shall prevail.

CONFIRMATION OF BID SECURITY / PERFORMANCE SECURITY:

The following clause is applicable for bid security / performance security submitted in the form of bid bond/LC. Bidders are requested to strictly comply to this clause:

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 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

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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.

ANNEXURE

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

TO BE ISSUED BY PRACTISING **CHARTERED ACCOUNTANTS' FIRM** ON THEIR LETTER HEAD

TO WHOM IT MAY CONCERN

This is to certify that the following financial positions extracted from the audited financial statements of M/s..... (Name of the Bidder) for the last three (3) completed accounting years upto(as the case may be) are correct.

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

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

Place:

Date:

Seal:

Membership No. :

Registration Code:

Signature

* Applicable only for GLOBAL tenders.

BID SECURITY FORM

TO,
OIL INDIA LIMITED
RAJASHTAN PROJECT,
JODHPUR - 342005
RAJASTHAN, INDIA

Whereas (hereinafter called 'the Bidder') has submitted their Bid No. dated..... against OIL INDIA LIMITED, JODHPUR, RAJASTHAN, INDIA (hereinafter called the Purchaser) 's tender No..... for the supply of

..... (hereinafter called 'the Bid') KNOW ALL MEN by these presents

That weof having our registered office at (hereinafter called 'the Bank') are bound unto the Purchaser, in the sum of

for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the said Bank thisday of

THE CONDITIONS of this obligation are :

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

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

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

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

A.Issuing Bank

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

B.Controlling Office

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

Signature & Seal of the Bank

PERFORMANCE SECURITY FORM

TO,

OIL INDIA LIMITED
RAJASHTAN PROJECT,
JODHPUR - 342005
RAJASTHAN, INDIA

WHEREAS.....

(Name of the Seller)

(herein after called 'the Seller') has undertaken, in pursuance of Order No.

.....dated...../...../..... to supply.....

.....(description of Goods and Services)

hereinafter called 'the Contract'.

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

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

THEREFORE we hereby affirm that we are Guarantors on responsible to you, on behalf of the seller, upto a total of..... (Amount of the

Guarantee in words and figures) and we undertake to pay you, upon first written demand declaring the Seller to be in default under the contract and without cavil or argument and sum or sums within the limits of

(Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee is valid until the day of

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

A.Issuing Bank

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

B.Controlling Office

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

Signature & Seal of the gurantors

Date

.....

Witness

ANNEXURE - 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 except GST. 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-Profitteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the bidders should confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the bidders to ensure that the intended benefits of GST have been passed on to OIL.
5. **When Input tax credit is available for Set Off**
Evaluation of L-1 prices shall be done based on Quoted price after deduction of Input Tax Credit (ITC) of GST, if available to OIL. OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders

When Input tax credit is NOT available for Set Off

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

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

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

SJI9669P19 - PRICE BID FORMAT

(A) INDIGENOUS BIDDER :

Srl No.	DESCRIPTION	Qty.	Unit	Unit Rate (excluding GST) (currency)	Total Value (excluding GST) (currency)	GST Component	Total value (currency)
1	3" IBR Pipe, including Packing & Forwarding charges, installation & commissioning charges	200 0	Mtr.				
2	Total FOR Despatching Station value						
3	Total Inland freight Charges up to Hamira						
4	GST on (3)						
5	Total Insurance Charges@ 0.5 % of (2) inclusive of GST						
6	Total FOR Hamira value (2+3+4+5)						
7	Total value in words						
8	Gross Weight of total consignment :						
9	Gross Volume of total consignment						
10	HSN / SAC code for the above quoted						

	items	
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Comparison of Offers:

Comparison will be done on Total value vide Sl. No. 6 of Domestic bidder.

Note:

1. Domestic bidders must quote inland freight charges up to Hamira, Jaisalmer, Rajasthan mentioned in the tender, in case bidder fail to quote inland freight charges, highest freight quoted by domestic bidder (considering prorated distance) against this tender shall be loaded to their offer for comparison purpose.
2. Other clauses shall be applicable as per “**MM-RP-LOCAL-E-01-2005**” and Goods & Service Tax clauses as per GST CLAUSE (ANNEX.-GST) uploaded in Tender.
3. If any of the Clauses of this tender document contradict the Clauses of the booklet “**MM-RP-LOCAL-E-01-2005**” for E-procurement (LCB Tenders) elsewhere; those in this tender document shall prevail.