

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

Tender No. & Date : SSG7551L22/04 15.07.2021

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 : 18.08.2021 at 08:00 hrs. (IST)
Bid Opening On : 18.08.2021 at 09:00 hrs. (IST)

Performance Guarantee : Not Applicable

OIL INDIA LIMITED invites Limited tenders for items detailed below:

Item No./ Mat. Code	Material Description	Quantity	UOM
10 03652457	MARTIN DECKER INSTRUMENTS FOR BHEL E-1400& E-2000 DRILLING RIGS. Glass with target pointer - 6" Part No. WG105	20	NO
20 03657055	Female sub - Weco union - 2" NPT - 1502 Part No. 10122 602-001 Part No. 969165-008(J-754-62) of SONAL ENTERPRISES Part No. S108 Part No. WS108	20	NO
30 03661287	Fluid, Red, Gallon(in 5 ltr. container.) Part No. F102 Part No. GA11 OF AOI Part No. W16 Part No. WF 102 of WAGNER INTERNATIONAL INC Part No. WF 102 OF WAGNER INSTRUMENTATION, US	300	L
40 03665714	RGO 67DK RECORD-O-GRAPH Ball Point Pen Wagner Pt. No. WP 233-1 Part No. 260332-102 Part No. K 630-1 of WAGNER INTERNATIONAL INC Part No. WP 233-1	150	NO
50 03671806	MARTIN DECKER INSTRUMENTS FOR BHEL E-1400 & E-2000 RIGS. SPARES FOR ROTARY TORQUE INDICATOR, MARTIN-DECKER SERIES FA9P-1 Disconnect Half, Male Part No. D306 of WAGNER INTERNATIONAL INC Part No. J-10900A-20 Part No. WD 306 Part No. WD306	80	NO

Standard Notes: 1.0 CATEGORY OF VENDOR:

The bid should be from Original Equipment manufacturer (OEM). However, the bid(s) from authorised distributor(s) / authorised dealer(s) / authorised supply house(s) can also be considered, provided such bid(s) is/are accompanied with back-up authority letter (valid at the time of bidding) from the manufacturer authorising them to market their product(s).

The bidder has to explicitly indicate their category (as applicable) pertaining to tendered item(s) in their offer/quotation as listed below:

- (i) **Manufacturer of tendered item(s)**
- (ii) **Authorised Distributor of OEM**
- (iii) **Authorised Dealer of OEM**
- (iv) **Authorised supply houses of OEM**

If the bidder(s) is/are non-manufacturer of tendered item(s), then quotation(s)/bid(s) must be accompanied by back-up authority letter (valid at the time of bidding) from the manufacturer. OIL INDIA LIMITED reserves the right to reject bid(s) / offer(s) without back up authority letter on exclusive basis from manufacturer.

2.0 The items covered by this enquiry shall be used by Oil India Limited in the PEL/ML areas which are issued/renewed after 01/04/99 and hence Nil Customs Duty against materials value of INR 1.00 Lakh and above & concessional IGST during import will be applicable. Indigenous bidder shall be eligible for concessional rate of GST (for invoice valuing INR 1.00 Lakh and above) against Essentiality Certificate wherever applicable, as per Notification No.3/2017 - Integrated/ Central Tax (Rate) dated 28th June, 2017. However, Indian bidders are requested to quote actual rate of GST with HSN Code.

3.0 Bidders are required to quote with minimum validity of 90 days from the Bid Closing Date as per NIT requirement. BIDS with lesser validity shall be rejected.

4.0 Bidders have to indicate the minimum FOB / FCA charges in case of partial order for reduced quantity/items. In case this is not indicated specifically, the charges quoted would be prorated calculated and the same will be binding on the bidder.

5.0 Bidders are required to mention the weight of each item individually.

6.0 Please mention clearly in your quotation the Net. Weight, Gross Weight & Volume, Indian Agent's Name and its Commission, Payment Terms, Ocean Freight/Air Freight Charges, Port of Loading, Delivery period, Country of origin with manufacturer's name, etc.

7.0 Bidders to take note of clause no.10.1.3 which has been added in Section-C, special terms & conditions for Indian bidders of General Terms and Conditions for Global Tender (MM/ GLOBAL/01/2005-July2012) regarding transportation of materials.

8.0 Categorisation and various criteria applicable to MSE bidders shall be guided by the Gazette notification no. CG-DL-E-26062020-220191 dated 26.06.2020 issued by Ministry of Micro, Small and Medium Enterprises.

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

- i. Udyam Registration No. with Udyam Registration certificate

Note:

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.

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

10. Oil reserves the right to convert the order from FOB Port of export to C& F order, their nominated freight forwarder should provide Delivery Order under Single window facility having office of local agent in India at Kolkata and offer 14 days free detention time of container(s) at discharging port.

11.0 Bidder should confirm in their quotation that in case of C&F order, their nominated freight forwarder should provide Delivery Order under Single window facility having office of local agent in India at Kolkata and offer 14 days free detention time of container(s) at discharging port.

12.0 All foreign bidder(s) should note that a new clause on shipment of the goods by sea from port of export to the Indian port (i.e. Kolkata port unless otherwise specified) has been included in the tender through an addendum to "General Terms and Conditions for Global Tender" (MM/GLOBAL/01/2005). The addendum is also available in OIL's Website (www.oil-india.com). Bidder(s) is/are requested to take note of the same and to submit their offer(s) accordingly.

13.0 The General Terms & Conditions for Global Tenders (MM/GLOBAL/01/2005)" has been amended and the Amendment dated 06.08.2018 has been issued in this regard which is uploaded in OIL Website. Bidders to note the changes made to "The General Terms & Conditions for Global Tenders (MM/GLOBAL/01/2005)" and to submit their offers complying with the same.

14.0 In view of implementation of GST w.e.f. 01.07.2017, The General Terms & Conditions for Global Tenders (MM/GLOBAL/01/2005)" has been amended and the Addendum dated 21.08.2017 has been issued in this regard which is uploaded in OIL Website. Bidders to note the changes made to "The General Terms & Conditions for Global Tenders (MM/GLOBAL/01/2005)" and to submit their offers complying with the same.

15.0 **FURNISHING FRAUDULENT INFORMATION/ DOCUMENT:**

(a) If it is found that a Bidder has furnished fraudulent document/information, the Bid Security/Performance Security shall be forfeited and the party will be debarred for a period of 3(three) years from date of detection of such fraudulent act, besides the legal action. In case of major and serious fraud, period of debarment may be enhanced.

(b) However, along with the technical bid, **bidders must submit duly filled undertaking as per format provided vide, "Annexure-K" as undertaking towards submission of authentic information/documentation as per the format provided in Tender Special Note.**

16.0 The tender will be governed by "General Terms & Conditions" for e-Procurement as per Booklet NO. **MM/GLOBAL/E-01/2005-July2012** for E-procurement (ICB Tenders) including Amendment and Addendum.

17.0 Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in the rejection of its offer without seeking any clarifications.

18.0 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.oilindia.com. The bid signed using any other digital certificate or digital certificate without organization name of the bidder, will be liable for rejection.

19.0 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.

20.0 For convenience of the qualified Bidders and to improve transparency, the rates/cost 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 from 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 the e-tender.

21.0 Bid must be submitted electronically only through OIL's e-procurement portal. Bid submitted in any other form will be rejected.

22.0 Please refer to the "New Vendor Manual (effective 12.04.2017)" available in the login Page of the OIL's E-tender Portal.

23.0 Bidders to take special note of the following conditions:

- a) 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>
- b) 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.
- c) Against Bid Security/EMD/Performance Bank Guarantee **(If Applicable)** - 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.**

d) OIL INDIA LIMITED (OIL) has upgraded its E-tender Portal. All the bidders are requested to go through the uploaded document named "Guidelines & Instruction to bidders-MM-Global GTC" before uploading their bid.

24.0 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.

25.0 Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide office memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020 (order-Public Procurement no.1) has proclaimed the insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 w.e.f. 23rd July, 2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence of India on matters directly or indirectly related thereto including national security. Bidders are requested to take note of the following clauses and submit their offers accordingly wherever applicable.

Bidders must submit duly sealed & signed undertaking as per format provided vide, "Annexure-XX" along with the technical bid.

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

Validity of Registration:

In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.

II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a county which shares a land border with India "for the purpose of this Order means: -

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation -

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person (s) who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of capital or profits of the partnership.

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. The successful bidder shall not be allowed to sub-contract any job related to the procurement (e.g. installation and commissioning, Annual Maintenance Contract etc.) to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

26.0 In case of imported items, the Seller shall submit "Certificate Of Origin" issued only by "Chamber of Commerce" along with the shipping documents."

27.0 In accordance with Income Tax Act, 1961, Foreign bidders shall undertake in their Technical bid that in the event of placement of order on them, they shall submit below documents within 15 days from the date of issue of Purchase order. The documents are required to be furnished by OIL to Income Tax Department for complying with the requirements for making remittances to non-residents as per Income Tax Act, 1961 (as amended from time to

time):

- (i) Tax Residency Certificate (TRC)
- (ii) Form No. 10F
- (iii) No Business Connection or Permanent Establishment Certificate

Payment to Foreign supplier shall be released only after receipt of the above documents. Any delay in submission of Tax Residency Certificate (TRC), Form No. 10F and/or PE Certificate within the specified time may lead to the Income Tax Department directing OIL to deduct tax at a higher rate than at which it may otherwise have directed. Such increased tax liability shall be recovered from the Foreign Supplier.

In addition to above particulars, the Foreign supplier should also provide any other information as may be required later for determining the taxability of the amount to be remitted to the non-resident. Further, the Foreign supplier shall be liable to intimate the subsequent changes (if any) to the information submitted against any of the above particulars, along with full details.

28.0 Tax Collectible at Source (TCS) applicable under the Income-tax Law and charged by the Indian 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 stating that:

- a. TCS is applicable on supply of goods invoiced to OIL as turnover of the supplier in previous year was more than Rs. 10 Cr. And
- b. Total supply of goods to OIL in FY 2020-21 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.

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) **The Indian bidder has to mandatorily indicate the GeM seller ID in their offer/bid/proposal to facilitate to comply with the aforementioned Office Memorandum.**

Special Notes :

1.0 Annexure-K

Format of undertaking by Bidders towards submission of authentic information/documents

(To be typed on the letter head of the bidder)

Ref. No _____

Date _____

Sub: Undertaking of authenticity of information/documents submitted
Ref: Your tender No. _____ Dated _____

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

Sir,

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

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

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

Yours faithfully,
For (type name of the firm here)

Signature of Authorised Signatory
Name :
Designation :
Phone No.
Place :
Date :
(Affix Seal of the Organization here, if applicable)

2.0 Annexure-XX

Format for Undertaking by Bidders towards compliance of office memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020 (Public Procurement no. 1) issued by Department of Expenditure, Ministry of Finance, Govt. of India

(To be typed on the letter head of the bidder)

Ref. No _____ Date _____

Tender No. _____ Dated _____

OIL INDIA LIMITED

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Dear Sirs,

"We have read the clause regarding restrictions on procurement from a bidder or a country which shares a land border with India; We certify that this bidder is not from such a country or, if

from such a country, has been registered with the Competent Authority. We hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where evidence of valid registration by the Competent Authority shall be attached.]"

We also agree that, during any stage of the tender/contract agreement, in case the above information/documents submitted by us are found to be false, Oil India Limited has the right to immediately reject our bid/terminate contract at any stage and carry out further legal action on us in accordance with law.

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name : Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

Note: This form should be returned along with offer duly signed.