



MATERIALS DEPARTMENT
P.O. DULIAJAN - 786 602
DIST. DIBRUGARH
ASSAM, INDIA
PHONE : 0374 - 2808720
FAX : 0374 - 2800533
EMAIL: mmfd1 @oilindia.in

Ref No. FD09/1623316/24042019

Date: 07.03.2019

FORWARDING LETTER

M/s _____

Sub: Tender No. SDG0579P19/09 for SUPPLY OF API 6A MASTER VALVES

Dear Sirs,

- 1.0 OIL INDIA LIMITED (OIL), a "Navaratna" Category, Government of India Enterprise, is a premier oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Duliajan is well connected by Air with nearest Airport being at Dibrugarh, 45 km away.
- 2.0 In connection with its operations, OIL invites International Competitive Bids (ICB) from competent and experienced manufacturers through OIL's e-procurement site for "**SUPPLY OF 100 NOS. API 6A MASTER VALVES**". One complete set of Bid Document for above is uploaded in OIL's e-procurement portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL's e-procurement portal. For your ready reference, few salient points of the Tender are highlighted below:

E-Tender No	:	SDG0579P19/09 DATED 18.02.2019
Type of Bidding	:	SINGLE STAGE TWO BID SYSTEM
Tender Fee	:	NOT APPLICABLE
Bid Closing Date & Time	:	24.04.2019; 11:00 HRS.
Technical Bid Opening Date & Time	:	24.04.2019; 14:00 HRS.
Price Bid Opening Date & Time	:	To be decided later and shall be intimated separately to the qualifying bidders.
Bid Submission Mode	:	Bids must be uploaded online in OIL's E-procurement portal
Bid Opening Place	:	Office of GM-Materials, Materials Department, Oil India Limited, Duliajan -786602, Assam, India.
Bid Validity	:	Bid should be valid for 120 days from actual bid closing date.
Bid Security Amount	:	INR 2,60,000.00 OR USD 4,000.00
Bid Security Validity	:	Upto 30.11.2019

Original Bid Security to be submitted	:	Office of GM-Materials, Materials Department, Oil India Limited, Duliajan -786602, Assam, India.
Performance Guarantee	:	Applicable @ 10% of Order value
Integrity Pact	:	To be submitted as per attached format
Contact Details	:	AMRIT L BORA, MANAGER MATERIALS E-MAIL: MMFD1@OILINDIA.IN; PHN: 0374-2808720
E-Tender technical Support	:	TEL: 0374- 2804903, 2807171, 2807192, E-MAIL: ERP_MM@OILINDIA.IN
Bids to be addressed to	:	GM-Materials, Materials Department, Oil India Limited, Duliajan -786602, Assam, India.
LIST OF ANNEXURES APPLICABLE		
General Terms & Conditions	:	MM/GLOBAL/E-01/2005 for E-Procurement ICB Tenders
Annexure-A	:	Specification and various notes to bidders
Appendix -A1	:	Format of undertaking by Bidders towards submission of authentic information/documents
Annexure-B	:	Bid Evaluation & Rejection Criteria
Annexure-C	:	Check List (Technical & Commercial)
Annexure-D	:	Certificate of Annual Turnover & Net Worth
Others	:	Any other document uploaded online in OIL's E-procurement portal.

3.0 OIL now looks forward to your active participation in the Tender.

Thanking you,
Yours faithfully,
OIL INDIA LIMITED

Sd/-

(Amrit Loushon Bora)
Manager Materials(FD)
For GM Materials
For Resident Chief Executive

AA:: TECHNICAL SPECIFICATIONS & QUANTITY OF ITEMS

SL NO	ITEM DESCRIPTION	QUANTITY
10	<p>Gate Valves, forged Steel, 65.09 mm (2.9/16"), 704 Kg./Cm. Sq. (10000 psi) working pressure, flanged end, BX 153 ring grooved, full bore through conduit, complete with hand wheel, conforming to API 6A (latest edition), as detailed below –</p> <p>a) Material: Minimum 60 K API Forged Alloy Steel b) Product specification level :: PSL 3 c) Performance Rating :PR 1 d) Material Class : AA e) Temperature Rating : U f) Internal construction : Replaceable gate and seat assembly, parallel solid slab gate construction with floating seat, back seat arrangement on the stem, non-rising stem supported on two thrust bearings, with plastic packing and grease injecting ports.</p>	100 Nos.

BB :: SPECIAL NOTES TO BIDDERS

- 1) The Bidder shall confirm in their technical bid about compliance of all the points under technical specification and notes of the tender.
- 2) The Bidder shall submit the relevant drawing and literature along with technical bid as given below-
 - a. Cross Sectional Drawing showing major dimensions.
 - b. Product Catalogue.
- 3) Each item shall bear markings on name plate as follows:
 - a. API Monogram
 - b. OIL's purchase order no.
 - c. equipment serial number
 - d. Manufacturer's name
 - e. rated working pressure, bore size
 - f. material of construction, PSL, PR, & Trim designation.
 - g. year of manufacture

In addition to above, followings shall be embossed permanently on the body of each valve:

- a. API Monogram
- b. OIL's purchase order no.
- c. equipment serial number
- d. manufacturer's name
- e. rated working pressure & bore size

- 4) Third Party Inspection shall be carried out by Oil India Ltd.'s approved Third Party Inspection Agency (viz. M/s Lloyds or M/s Bureau Veritas or M/s IRS or M/s Rites, M/s Tuboscope Vetco or M/s DNV) for API Specification 6A. The scope of inspection will cover the followings.
 - a. General Design,
 - b. Material,
 - c. Welding (if any),
 - d. Quality Control,
 - e. Equipment Marking,
 - f. Storing, packaging & shipping,
 - g. Radiography /ultrasonic test, wherever applicable,
 - h. any other aspects found necessary by TPIA .
- 5) The TPI report shall be submitted along with the material supply.
- 6) The items shall be brand new, unused & of prime quality. Bidder shall warrant (in the event of an order) that the product supplied will be free from all defects & fault in material, workmanship & manufacture and shall be in full conformity with ordered specifications. This clause shall be valid for 18 months from date of dispatch/shipment or 12 months from the date of receipt at site, whichever is earlier. The defective materials, if any, rejected by OIL shall be replaced by the supplier at their own expense. Bidders must confirm the same while quoting.
- 7) The Bidder should indicate the dimensions and weight of the offered items, the name of the manufacturer, the country of origin and port of dispatch of the materials.
- 8) Bidders are to quote for all the items in full quantity as indicated in the NIT.
- 9) Any deviation(s) from the tender specification should be clearly highlighted specifying justification in support of deviation.
- 10) Bidder should categorically confirm in the technical bid a delivery schedule within six (06) months, FOB Port of dispatch, after establishment of letter of credit (in case of foreign bidder) or for dispatch of the equipment within six (06) months after receipt of formal order (in case of indigenous bidder) failing which their offer will be rejected.

CC:: GENERAL NOTES TO BIDDERS:

Sl No	Clause description
1.0	<p>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</p> <p>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.</p> <p>c) 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.</p> <p>d) For availing benefits under Public Procurement Policy (Purchase preference & EMD exemption), the interested MSE Bidders must ensure that they are the manufacturer/ service provider 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.</p>
2.0	<p>Submission of Bid Security/EMD/Performance Bank Guarantee – Must be paid either through online mode or Submission of Bank Guarantee/LC only. No DD/Cheques/Cashier Cheque or any other mode will be acceptable.</p> <p>The Bank Guarantee issued by bank must be routed through SFMS platform as per following details:</p> <p>a. (i) "MT760/ MT760 COV for issuance of bank guarantee (ii) MT767/ MT767 COV for amendment of bank guarantee</p> <p>The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Duliagan Branch, IFS Code: UTIB0001129. Branch Address: Axis Bank Ltd., Duliagan Branch, Daily Bazar, Jyotinagar, Duliagan, DistDibrugarh, Pin- 786602.</p> <p>b. The vendor shall submit to OIL the copy of the SFMS message as sent by the issuing bank branch along with the original bank guarantee.</p>

3.0	The tender will be governed by "General Terms & Conditions" for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders) including Amendments & Addendum to "General Terms & Conditions" for e-Procurement.
4.0	Bid must be submitted online through OIL's e-procurement portal. Bid submitted in any other form will be rejected.
5.0	<p>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 scribing tender no. and due date to The DGM Materials, Materials Department, Oil India Limited, Duliagan- 786602, Assam on or before 13:00 hrs (IST) on the Bid Closing Date mentioned in the Tender.</p> <p>a) Original Bid Security along with two duplicate copies of Bid Security.</p> <p>b) Any other documents which have been particularly asked for in this tender for submission.</p>
6.0	Bidders must ensure that their bid is uploaded in the system before the tender closing date and time. Also, they must ensure that above documents which are to be submitted in a sealed envelope are also submitted at the above mentioned address before the bid closing date and time, failing which the offer shall be rejected.

7.0 The tender is invited under **SINGLE STAGE-TWO BID SYSTEM**. The bidder has to submit both the **“TECHNO-COMMERCIAL UNPRICED BID”** and **“PRICED 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” shall contain all technical and commercial details except the prices which shall be kept blank. Details of prices as per Bid format / Commercial bid to be uploaded as attachment in the Attachment Tab “Notes and Attachments”. Any offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria mentioned in the tender.

Notes and Attachments

➔ **Only Price Details Should Be Uploaded**

Technical attachments

➔ **All technical bid documents except price details**

Please do refer **“NEW INSTRUCTION TO BIDDER FOR SUBMISSION”** for the above two points and also please refer **“New Vendor Manual (effective from 12.04.2017)”** available in the login Page of the OIL’s E-tender Portal.



Click here for the New Manual & Instruction

8.0 In Technical Bid opening, only Technical Rfx will be opened. Therefore, the bidder should ensure that **“TECHNO-COMMERCIAL UNPRICED BID** should contain details as mentioned in the technical specifications as well as BEC/ BRC and upload the same in the Technical RFX Response-> User - > Technical Bid. **No price should be given in above Technical Rfx otherwise the offer will be rejected.** Please go through the help document in details before uploading the document and ensure uploading of technical bid in the Technical RFX Response-> User - > Technical Bid only. The **“PRICE BID”** must contain the price schedule and the bidder’s commercial terms and conditions. Details of prices as per Bid format / Commercial bid can be uploaded as Attachment under the attachment option under **“Notes & Attachments”**.

8.1 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.
9.0	PRICED BIDS OF ONLY THOSE BIDDERS WILL BE OPENED WHOSE OFFERS ARE FOUND TO BE TECHNO-COMMERCIALY ACCEPTABLE.
10.0	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 rejection of its offer without seeking any clarifications.
11.0	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.
12.0	To ascertain the substantial responsiveness of the bid, OIL reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by OIL, failing which the offer will be summarily rejected.
13.0	Other terms and conditions of the tender shall be as per "General Terms & Conditions" for e- Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders). However, if any of the Clauses of the Bid Rejection Criteria (BRC) / Bid Evaluation Criteria (BEC) mentioned here contradict the Clauses in the "General Terms & Conditions" for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders) of the tender and/or elsewhere, those mentioned in this BEC / BRC shall prevail.
14.0	All the Bids must be Digitally Signed using "Class 3" digital certificate (e-commerce application) only as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. The bid signed using other than "Class 3" digital certificate, will be liable for rejection.
15.0	Please do refer the User Manual provided on the portal on the procedure How to create Response for submitting offer.
16.0	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 and Small Enterprises (MSE) in the tender is furnished vide Amendment to General Terms and Conditions for Global Tender (MM/GLOBAL/E-01/2005). Bidders are requested to take note of the same and to submit their offers accordingly.

17.0	The items shall be brand new, unused & of prime quality. The manufacturer shall warrant (in the event of an order) that the product supplied will be free from all defects & fault in material, workmanship & manufacture and shall be in full conformity with ordered specifications. This clause shall be valid for 18 months from date of shipment or 12 months from date of commissioning and handing over to OIL, whichever is earlier. The defective materials, if any, rejected by OIL shall be replaced by the supplier at their own expense. Bidders must confirm the same in their quotations.
18.0	Quantity of Individual item may be increased or decrease at the time of final placement of order. The minimum FOB/FCA charges in case of partial order for reduced quantity/enhanced quantity shall have to be indicated by the bidder. In case, this is not indicated specifically, the charges quoted would be pro-rata calculated and the same will be binding on the bidder.
19.0	Any deviation(s) from the tender specification should be clearly highlighted specifying justification in support of deviation.
20.0	<p>The Integrity Pact is applicable against this tender .OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide Annexure XII of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit Integrity Pact with the offer, their bid shall be rejected straightway.</p> <p>OIL's Independent External Monitors at present are as under:</p> <p>SHRI RAJIV MATHUR, IPS (Retd.), Former Director (IB) Govt. of India e-Mail ID : rajivmathur23@gmail.com</p> <p>SHRI SATYANANDA MISHRA, IAS(Retd.) Former Chief Information Commissioner & Ex-Secretary, DOPT, Govt. of India E-mail Id : satyanandamishra@hotmail.com</p> <p>SHRI JAGMOHAN GARG, Ex-Vigilance Commissioner, CVC e-Mail id : jagmohan.garg@gmail.com</p>
21.0	Original Bid Closing Date shall be considered by OIL for evaluation of BRC Criteria in case of any extension of the original bid closing date.

22.0	<p>Performance Security clause (Clause No. 10.0 of Section-A) of "General Terms & Conditions for Global Tenders (MM/GLOBAL/01/2005)" has been amended and the new clause is detailed in the Amendment dated 25.04.2016 issued to MM/GLOBAL/01/2005. Successful bidder will be required to furnish a Performance Bank Guarantee @10% of the order value. Bidders to note the same and to confirm its acceptance in their offers.</p> <p>The Bank Guarantee issued by bank must be routed through SFMS platform as per following details:</p> <p>a. (i) "MT760/ MT760 COV for issuance of bank guarantee (ii) MT767/ MT767 COV for amendment of bank guarantee</p> <p>The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code: UTIB0001129. Branch Address: Axis Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, DistDibrugarh, Pin- 786602.</p> <p>b. The vendor shall submit to OIL the copy of the SFMS message as sent by the issuing bank branch along with the original bank guarantee.</p>
23.0	<p>Bidder to sign and submit completely filled up Technical & Commercial check list and Technical Evaluation Matrix for Bid evaluation criteria and Technical specification failing which their offer will be rejected.</p>
24.0	<p>Payment terms: Refer to "General Terms & Conditions" for e- Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders)</p>
25.0	<p>Liquidated Damage: Refer to "General Terms & Conditions" for e- Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders). The applicable GST on the Liquidated Damage shall have to be borne by the seller. Accordingly, the Liquidated Damage shall be recovered from the seller along with applicable GST.</p>
26.0	<p>The items covered in this Tender shall be used by Oil India Limited in the PEL/ML areas and hence Nil rate of Customs Duty towards import (for foreign bidders) and concessional GST @5% (for foreign & indigenous bidder) will be applicable as per Govt. Policy in vogue.</p> <p>Overseas Bidders are not required to include Customs Duty and IGST components in their quoted cost, since all applicable taxes & Duties in India shall be to the account of Oil India Limited.</p> <p>In the event of an order on indigenous bidder, OIL will issue Project Authority Certificate (PAC) under Deemed Export Benefit Scheme, where import content is declared by the bidder for availing Custom Duty benefit on the import content.</p> <p>Supplier shall arrange to provide all necessary documents (invoice etc.) to OIL for applying Essentiality Certificate on receipt of request from OIL, if any. Further, Suppliers shall affect dispatch only on receipt of relevant certificates/shipment clearance from OIL, failing which all related liabilities shall be to Supplier's account.</p>

27.0	Bidders to note that Ministry of Petroleum & Natural Gas, Government of India implemented PPLC Policy to provide Purchase Preference (linked with local content) by notification no. Ref. O-27011/44/2016-ONG-II/FP dtd.25.04.2017. Bidders are requested to take note of the same and to submit their offers accordingly wherever applicable. Policy details are available in APPENDIX-A2
28.1	In case of placement of order, OIL reserves the right to convert the order from FOB Port of export to C&F Kolkata term considering the ocean freight quoted by the party in their offer. In case the order is converted to C&F Kolkata Port, the performance security amount shall also be enhanced considering the quoted ocean freight charges.
28.2	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 containers at discharging port.
28.3	Bidder should note that in case of C&F order for Tubulars, the same to be supplied in break bulk condition under deck and not through Container load.
29.0	Along with the technical bid, bidders must submit duly filled undertaking as per format provided vide Appendix-A1 as undertaking towards submission of authentic information/documents.

Clauses related to GST

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-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. 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.

***** END OF ANNEXURE - A *****

Appendix –A1

**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)

BID EVALUATION CRITERIA (BEC)/BID REJECTION CRITERIA (BRC)

The bids shall conform to the specifications and terms & conditions given in the Tender. Bids shall be rejected in case the items offered do not conform to the required parameters stipulated in the technical specifications and to the relevant international/national standards wherever stipulated. Notwithstanding the general conformity of the bids to the stipulated specifications and terms & conditions, the following requirements must be particularly met by the bidders, without which the offer shall be considered as non-responsive and rejected:

BID REJECTION CRITERIA (BRC):

(A.1) BRC-TECHNICAL:

Bidder must meet the following criteria failing which the bid shall be rejected :

1.0 Qualification Criteria :

- i) The bidder shall be an Original Equipment Manufacturer of the tendered item(s), or shall be an authorised agent / dealer / distributor/supply house of an Original Equipment Manufacturer of the tendered item(s) having valid authorization letter/dealership certificate with warranty/guarantee back up from the principal (OEM). Copy of authorization letter/ dealership certificate with warranty/guarantee back up from the principal (OEM) shall be submitted along with the technical bid.
- ii) The Original Equipment Manufacturer of the tendered item(s) shall be holding relevant API certificate(s) with continuous validity for 5 years preceding original bid closing date of the tender, and copy of relevant API certificate(s) shall be submitted along with the technical bid.

2.0 Experience Criteria

- i) In case the bidder is an Original Equipment Manufacturer of the tendered item(s),**
 - (a) The bidder shall have experience of successful execution of past supply for minimum 50% quantity (to be rounded off to next higher integer) of each tender item of same or higher size & rating (class, WP, PSL, PR etc) as specified in the tender, in last 5 years preceding the original bid closing date of the tender, to any Oil & Gas Industry or service provider to an E&P company, either by themselves or through their agent/dealer/distributor/stockiest/supply house.
- ii) In case the bidder is an authorized agent /dealer /distributor /supply house,**
 - (a) The OEM (principal) shall fulfill the experience criteria mentioned in clause 2(i)(a) mentioned above.

- (b) Additionally, the bidder himself shall have experience of successful execution of past supply for minimum 50% quantity (to be rounded off to next higher integer) of each tendered item of same or higher size & rating (class, WP, PSL, PR etc.) as specified in the tender, in last 5 years preceding the original bid closing date of the tender, to any Oil & Gas Industry or service provider to an E&P company, provided either from the same OEM (principal) or from any other OEM.
- iii) The bidder shall submit documents in support of their previous supply experience and of the principal (OEM), as applicable under clause Nos. 2(i)(a), 2(ii)(a) & 2(ii)(b) mentioned above as follows:
- (a) Copy(ies) of Purchase Order(s)/Contract document(s), **and**
- (b) Any one or combination of the following documents that confirms the successful execution of each of the purchase order(s) / contract(s) -
- (i) Signed and sealed Satisfactory supply / completion report (in original on user's letter head) (OR)
 - (ii) Bill of Lading (OR)
 - (iii) Consignee delivery receipt / challan (OR)
 - (iv) Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/Vat/GST (OR)
 - (v) Commercial Invoice/ Payment Invoice

Note:

a) The Purchase Order date need not be within 5 (five) years preceding the original bid closing date of this tender. However, the execution of supply should be within 5 (five) years preceding original bid closing date of this tender.

b) Original Bid Closing Date shall be considered by OIL for evaluation of BRC Criteria in case of any extension of the original bid closing date.

c) Satisfactory supply/completion/installation report should be issued on company's letterhead with signature and stamp. Originals to be produced for verification on demand of OIL.

- 3.0 Delivery required against this tender is maximum 06 (six) months from the date of opening of LC in case order is placed on the foreign supplier OR within 06 (six) months from the date of receipt of order in case order is placed on indigenous supplier. Date of clean Bill of Lading (B/L in case of foreign supplier) or Consignment Note date (C/Note date in case of indigenous supplier) shall be considered as delivery date. Bidder must comply the above schedule and confirm in their Techno-Commercial bid. Bids not meeting time schedule as mentioned above shall be summarily rejected

(A.2) BRC - FINANCIAL:

- 1.0 The bidder shall have an annual financial turnover of minimum US\$ 1,00,000.00 or Rs. 65.00 Lakhs during any of the preceding 3 (Three) financial/accounting years reckoned from the original bid closing date of the tender.

- 2.0 "Net Worth" of the bidder must be positive for the financial/accounting year just preceding to the original Bid Closing Date of the Tender (**i.e., Year 2018-19**).
- 3.0 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. 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 2018-19 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-D.
- OR
- ii) Audited Balance Sheet alongwith Profit & Loss account. In case of foreign bidders, self-attested/digitally signed printed published accounts are also acceptable.
- 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.
- 4.0 In case the Audited Balance Sheet and Profit & Loss Account submitted along with the bid are in currencies other than INR or US\$, the bidder shall have to convert the figures in equivalent INR or US\$ considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA certificate is to be submitted by the bidder regarding converted figures in equivalent INR or US\$.

(A.3) BRC – COMMERCIAL:

Commercial Bid Rejection Criteria will be as per Section D of General Terms & Conditions of Global Tender (MM/GLOBAL/E-01/2005) with following Special Bid Rejection Criteria.

- 1.0 Bids are invited online under **Single Stage Two Bid System**. Bidders must prepare the Techno-Commercial Bid (Unpriced) as well as the Priced Bid separately and upload both these bids in OIL's e-procurement portal at the designated fields separately assigned. **Please note that no price details should be furnished in the Technical (i.e. Unpriced) bid.** The "Unpriced Bid" shall contain all techno-commercial details except the prices/costs. The rate and amount columns in the unpriced technical bid must be kept blank. The "Price Bid" must contain the price schedule and the bidder's commercial terms and conditions. Bidder not complying with above submission procedure will be rejected.

- 2.0 The prices/rates offered against the tender must remain firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price condition shall be treated as non-responsive and rejected. No discount whatsoever should be quoted separately. Rates/prices quoted must be net of all discount.
- 3.0 Bids received in physical form against online invitation shall be rejected (except the documents specifically called for in hard copies, if any). Also, modifications to bids received after the bid closing date & time shall not be entertained.
- 4.0 Bids containing incorrect/false/misleading statement(s) shall be rejected.
- 5.0 Validity of the bid shall be **minimum 120 days** from the date of actual Bid Closing Date. Bids with lesser validity shall be straightway rejected.
- 6.0 Bid Security (EMD) as applicable must either be deposited through online payment gateway or submitted to OIL in the form of original Bank Guaranty (hard copy) on or before the scheduled Bid Closing date of the Tender. The Validity and Amount of Bid Security (EMD) must be strictly as specified in the covering letter of this bid document. Bid shall be rejected without further reference, if the Bid Security (EMD) is not received strictly as above, except where exempted. OIL will not assume any responsibility whatsoever for submission of deficient/faulty Bid Security or for delay/non-delivery of the same.
- 6.1 For exemption for submission of Bid Security please refer Clause No. 9.8 (Section A) of "General Terms & Conditions" for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders).
- 7.0 Bidders must confirm that goods/materials to be supplied against the order arising out of this tender shall be of recent make, unused, of the best quality & workmanship and free from defects. The Bidder must undertake to stand guaranteed the supplies for a period of 18 months from the date of shipment/dispatch or twelve (12) months from the date of receipt of items at destination, whichever is earlier against any defects arising from faulty materials, workmanship or design. Defective goods/materials rejected by OIL, whether the entire lot or part thereof, shall be replaced immediately by the supplier at the supplier's expenses at no extra cost to OIL.
- 8.0 Successful bidder shall be required to furnish a Performance Security equivalent to ten percent (10%) of total evaluated value of Order within 30 days of receipt of LOI/notification of award. The Performance Bank Guaranty must remain valid throughout the period of execution, including extension if any. Non-submission of Performance Security as above by the successful Bidder shall lead to cancellation/termination of award including forfeiture of their Bid Security, besides other penal actions as per OIL's Banning Policy. Bidders should undertake in their bids to submit Performance Security as stated above
- 9.0 Online Bid must be uploaded together with the Integrity Pact and the same must be duly signed digitally. If any bidder refuses to sign Integrity Pact or declined to submit Integrity Pact with the offer, their bid shall be rejected straightway.
- 10.0 Bidders are to quote for all the items in full quantity as indicated in the NIT.
- 11.0 Bidders are required to submit the summary of the prices in their price bids as per bid format (Summary), given below:

(i) **Price Bid Format (SUMMARY) for Foreign Bidders:**

CURRENCY QUOTED:		
SL No	Particulars	Item No 10
A	Quantity	100 Nos
B	Basic Unit Material Value including TPI	
C	Total Basic Material Value including TPI (A X B)	
D	Packing & FOB charges	
E	FOB Value (C+D)	
F	Ocean Freight upto Kolkata	
G	Banking & Insurance @1.5% of E (Under scope of OIL)	
H	CIF Kolkata value, E+F+G	
I	IGST @5% of H (Under scope of OIL)	
J	Total CIF+GST value, H+I	
K	Gross Weight	
L	Dimensions	
M	Name of Manufacturer	
N	Port of Despatch	
O	Country of Origin	

(ii) **Price Bid Format (SUMMARY) for Indigenous Bidders:**

CURRENCY QUOTED:		
SL No	Particulars	Item No 10
A	Quantity	100 Nos
B	Basic Unit Material Value including TPI	
C	Total Basic Material Value including TPI (A X B)	
D	Packing & Forwarding Charges	
E	Total Ex-Works Value, C+D	
F	GST @5% of E	
G	FOR Despatching Station Value, E+F	
H	Freight charges upto Duliajan including GST	
I	Insurance charges upto Duliajan including GST	
J	Total FOR Duliajan Value, G+H+I	
K	Import Content, if any	
L	Gross Weight	
M	Dimensions	
N	Name of Manufacturer	
O	Place of Despatch	

Note: Bidders must indicate HSN Codes of each individual items.

- 12.0 Bidders shall 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) Warranty/Guarantee of material
 - iii) Arbitration / Resolution of Dispute
 - iv) Force Majeure
 - v) Applicable Laws
- 13.0 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 indicated 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 indicated in Tender and/or (ii) Bid Security amount lesser than the amount indicated in the Tender.

BID EVALUATION CRITERIA:

The bids conforming to the specifications, terms and conditions stipulated in the enquiry and considered to be responsive after subjecting to the Bid Rejection Criteria will be considered for further evaluation as per General Terms and Conditions for Global 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 and detailed below
- 2.0 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- 3.0 For conversion of foreign currency into Indian currency, B.C. selling (Market) rate declared by State Bank of India, one day prior to the date of price bid opening shall be considered. However, if the time lag between the opening of the bids and final decision exceed 3(three) months, then B.C. Selling(Market) rate of exchange declared by SBI on the date prior to the date of final decision shall be adopted for conversion and evaluation.
- 4.0 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made as under, subject to corrections / adjustments given herein.

Note: 1) Domestic Bidders must quote inland freight charges upto Duliajan. In case bidder fails to quote inland freight charges, highest freight quoted by domestic bidder (considering pro-rata distance) against this tender or OIL's estimated freight, whichever is higher, shall be loaded to their offer for comparison purpose.

2) For enquiries with duty exemption benefit – The items covered under this enquiry shall be used by OIL in the PEL/ML areas and hence, applicable customs duty for import of goods shall be zero in case of Foreign Bidders. However, IGST @5% shall be applicable. Indigenous bidder shall be eligible for concessional rate of GST @5% against Essentiality Certificate.

4.1 When only foreign bidders are involved:

For evaluation of each individual items, Total value as per para **A.3 11.0 (i) J** will be compared.

NOTE: *Banking charge in the country of the foreign bidder shall be borne by the bidder. Banking charge 1% for payment through Letter of Credit. And 1.5 % if confirmed LC at buyer's account is required.

4.2 When only domestic bidders are involved or when more than one domestic bidders are in contention in case of mixed response:

For evaluation of each individual items, Total value as per para **A.3 11.0 (ii) J** will be compared.

4.3 When both foreign and domestic bidders are involved:

For evaluation of each individual items, Total value as per para **A.3 11.0 (i) J of Foreign Bidders** will be compared with Total value as per para **A.3 11.0 (ii) G of Domestic Bidders.**

Note: If the Government of India revises these evaluation criteria the same as applicable on the bid closing date will be adopted for evaluation of the offers.

5.0 Other terms and conditions of the enquiry shall be as per General Terms and Conditions for Global Tender. 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 Global Tender of the tender and/or elsewhere, those mentioned in this BEC / BRC shall prevail.

***** **END OF ANNEXURE - B** *****

CHECK LIST

THE CHECK LIST MUST BE COMPLETED AND RETURNED WITH YOUR OFFER. PLEASE ENSURE THAT ALL THESE POINTS ARE COVERED IN YOUR OFFER. THESE WILL ENSURE THAT YOUR OFFER IS PROPERLY EVALUATED. PLEASE SELECT "Yes" OR "No" TO THE FOLLOWING QUESTIONS, IN THE RIGHT HAND COLUMN.

Sl#	REQUIREMENT	COMPLIANCE
1.0	Whether bid submitted under Single Stage Two Bid System?	Yes / No
2.0	Whether quoted as manufacturer?	Yes / No
2.1	Whether quoted as OEM Dealer / Supply House. To Specify-	Yes / No
2.2	If quoted as OEM Dealer / Supply House	Yes / No
	(a) Whether submitted valid and proper authorization letter from manufacturer confirming that bidder is their authorized Dealer / supply House for the product offered ?	
	(b) Whether manufacturer's back-up Warranty/Guarantee certificate submitted?	
3.0	Whether ORIGINAL Bid Bond (not copy of Bid Bond) as per Revised Format(Annexure VII Revised) Sent separately? If YES, provide details	Yes / No
	(a) Amount :	
	(b) Name of issuing Bank :	
	(c) Validity of Bid Bond :	
4.0	Whether offered firm prices ?	Yes / No
4.1	Whether quoted offer validity of 120 days from the bid closing date of tender?	Yes / No
4.2	Whether quoted a firm delivery period?	Yes / No
4.3	Whether agreed to the NIT Warranty clause?	Yes / No
4.4	Whether confirmed acceptance of NIT Payment Terms	Yes / No
5.0	Whether confirmed to submit PBG as asked for in NIT?	Yes / No
5.1	Whether agreed to submit PBG within 30 days of placement of order?	Yes / No
6.0	Whether Price submitted as per Price Schedule ?	Yes / No
7.0	Whether quoted as per NIT (without any deviations)?	Yes / No
7.0	Whether quoted any deviation?	Yes / No
7.1	Whether deviation separately highlighted?	Yes / No
8.0	Whether indicated the country of origin for the items quoted?	Yes / No
8.1	Whether technical literature / catalogue enclosed?	Yes / No
8.2	Whether weight & volume of items offered indicated?	Yes / No
9.0	For Foreign Bidders - Whether offered FOB / FCA port of despatch including sea / air worthy packing & forwarding?	Yes / No
9.1	For Foreign Bidders – Whether port of shipment indicated. To specify:	Yes / No
9.2	For Foreign Bidders only - Whether indicated ocean freight up to Kolkata port (Excluding marine insurance) ?	Yes / No
9.3	Whether Indian Agent applicable ?	Yes / No
	If YES, whether following details of Indian Agent provided?	
	(a) Name & address of the agent in India – To indicate	

	(b) Amount of agency commission – To indicate	
	(c) Whether agency commission included in quoted material value?	
10.0	For Indian Bidders – Whether indicated the place from where the goods will be dispatched. To specify :	Yes / No
10.1	For Indian Bidders – Whether road transportation charges up to Duliajan quoted?	Yes / No
10.2	For Indian Bidders only - Whether offered Ex-works price including packing/forwarding charges?	Yes / No
10.3	For Indian Bidders only - Whether indicated import content in the offer?	Yes / No
10.4	For Indian Bidders only - Whether offered Deemed Export prices?	Yes / No
10.5	For Indian Bidders only – Whether all applicable Taxes & Duties have been quoted?	Yes / No
11.0	Whether all BRC/BEC clauses accepted ?	Yes / No
12.0	Whether Integrity Pact with digital signature uploaded?	Yes / No
12.1	Whether all the clauses in the Integrity Pact have been accepted?	Yes / No

C. TO BE FILLED UP IN DETAIL:

Sl No	Requirement	Bidder's Reply
01	Name of Manufacturer	
02	Bid validity	120 days from bid closing date
03	Payment Terms	
04	Guarantee/Warranty Terms	
05	Delivery Period	
08	Port of Despatch / Despatching Station	
09	Confirm submission Integrity pact, if required as per NIT	Yes, submitted.
10	Confirm submission PBG, if required as per NIT	Confirm to submit within 30 days from receipt of Purchase Order @ 10% of the PO value and validity as stipulated in the PO.
11	Compliance to: Liquidated Damage Warranty/Guarantee Arbitration/Resolution of Dispute Force Majeure Applicable laws	
12	Confirm submission of the balance sheet/Financial Statements for the financial year 2018-19. If not, whether declaration as per BRC submitted.	
13	Exception/Deviations quoted, if any, to be given in details or refer to respective page of the bid documents	

Signature _____
Name _____
Designation _____

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

TO BE ISSUED BY PRACTISING CHARTARD 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	TURN OVER 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**