



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/4626066  
Dated/दिनांक : 13-02-2024

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	05-03-2024 10:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	05-03-2024 10:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Petroleum And Natural Gas
Department Name/विभाग का नाम	Oil India Limited
Organisation Name/संगठन का नाम	Oil India Limited
Office Name/कार्यालय का नाम	Oil India Limited
Total Quantity/कुल मात्रा	12000
Item Category/मद केटेगरी	Sodium Acid Pyrophosphate (SAPP) (ONGC) (Q3)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Single Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	5 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Payment Timelines	Payments shall be made to the Seller within <b>21</b> days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)

**Bid Details/बिड विवरण**

<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
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**EMD Detail/ईएमडी विवरण**

Required/आवश्यकता	No
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**ePBG Detail/ईपीबीजी विवरण**

Advisory Bank/एडवाइजरी बैंक	ICICI
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	24

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

**Beneficiary/लाभार्थी :**

MANAGER MATERIALS (IP)  
Materials Department, Oil India Limited, Duliajan - 786602, Assam. E-mail ID - "manish\_chowdhury@oilindia.in".  
(Manish Kumar Chowdhury)

**Splitting/विभाजन**

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

**MII Purchase Preference/एमआईआई खरीद वरीयता**

MII Purchase Preference/एमआईआई खरीद वरीयता	No
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**Details of the Competent Authority for MII**

Name of Competent Authority	OIL INDIA LIMITED
Designation of Competent Authority	OIL INDIA LIMITED
Office / Department / Division of Competent Authority	OIL INDIA LIMITED
CA Approval Number	OIL 62/C&P/111
Competent Authority Approval Date	29-04-2022

Brief Description of the Approval Granted by Competent Authority

This is to certify that Oil India Limited is a Central Public Sector Enterprises under the Ministry of Petroleum and Natural Gas (MoPNG) and are engaged in oil & gas exploration and production activities. Oil India Limited has adopted Purchase Preference policy linked with Local Content issued by MOPNG vide notification no. FP-20013/2/2017-FP-PNG dated 17.11.2020 and the original policy was approved by the Cabinet. This policy is applicable for tender value more than ₹ 1 Crore to treat the local supplier as Class I, Class II and Non-Local Supplier and to extend the benefit of purchase preference accordingly as per policy. Since, the estimated value of the subject tender is less than ₹ 1 Crore, no Purchase Preference Policy shall be applicable against this tender.

Competent Authority Approval for not opting Make In India Preference : [View Document](#)

#### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 100%(selected by Buyer) percentage of total QUANTITY. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

2. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

#### Sodium Acid Pyrophosphate (SAPP) (ONGC) ( 12000 kilogram )

#### Technical Specifications/तकनीकी विशिष्टियाँ

\* As per GeM Category Specification/जेम कैटेगरी विशिष्टि के अनुसार

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
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**Additional Specification Parameters - Sodium Acid Pyrophosphate (SAPP) (ONGC) ( 12000 kilogram )**

Specification Parameter Name	Bid Requirement (Allowed Values)
Physical State	The material as received, should be in the form of free-flowing powder, free from dirt and other foreign matter.
Specific Gravity	1.87 - 2.37
Phosphate Content, (as P2O5)	61 - 63 % by mass
Solubility of 2 % sample in	Almost soluble distilled water
Packing	The material should be supplied in the original packing of the manufacturer. Capacity 25 kg net per bag.

\* Bidders offering must also comply with the additional specification parameters mentioned above.

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

Applicable Specification Document	<a href="#">View</a>
Applicable Drawing Document	<a href="#">View</a>
Verified and Signed Tp document	<a href="#">View</a>

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Delivery Schedule/डिलीवरी अनुसूची (In number of days from contract start days/अनुबंध प्रारंभ होने की तारीख से दिनों की संख्या में )		
1	Ratandeep Gogoi	786602,Oil India Limited, Duliajan, Assam	Quantity/मात्रा	Delivery to start after/प्रारंभ होने की तारीख से डिलीवरी	Delivery to be completed by/डिलीवरी _____ तक पूरी कर ली जाए
			6000	0	45
			6000	225	255

**Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें****1. Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to

25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Only supply of Goods

3. **Generic**

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

4. **Generic**

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

5. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**(I) DETAILED TECHNICAL SPECIFICATIONS:**

**Sodium Acid Pyrophosphate**

*The below contained specifications are final and the same shall supersede specifications contained elsewhere in the GeM Bid document:*

1. Physical State: The material as received, should be in the form of free-flowing powder, free from dirt and other foreign matter.
2. Specific Gravity: 1.87 - 2.37,
3. Phosphate Content, (as P2O5): 61 - 63 % by mass.
4. Solubility of 2 % sample in: Almost soluble distilled water.
5. Packing: The material should be supplied in the original packing of the manufacturer. Capacity 25 kg net per bag.
6. Marking: Each bag should have clear legible markings as given below:
  - (i) Name of the product.
  - (ii) Name of the supplier/manufacturer.
  - (iii) Date/Month/Year of manufacture.
  - (iv) Supply order number against which the present supply is made.

**(II) BID REJECTION CRITERIA / BID EVALUATION CRITERIA (BEC):**

The bid shall conform generally to the terms and conditions given in this document. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.

**(A) TECHNICAL BID REJECTION CRITERIA:**

1.1) The bidder shall be an Original Product Manufacturer (Principal) of the tender item(s).

**OR**

1.2) The bidder shall be an authorized dealer/authorized distributor/ authorized supplier of an Original Product Manufacturer of the tender item(s)

**2. IN CASE THE BIDDER IS AN ORIGINAL PRODUCT MANUFACTURER (PRINCIPAL) OF THE TENDERED ITEM(S): The bidder shall comply to the following clauses-**

2.1) The Original Product Manufacturer shall have manufacturing experience in previous 05 (five) years to be reckoned from the original stipulated bid closing date of the tender.

2.2) In addition to above point, the bidder must have supply experiences towards execution of at least one order of minimum 50% of tendered quantity (rounded off to the next higher integer) against a single order in last 5 years to various E&P Companies or as a service provider to E& P companies preceding to the original bid closing date of the tender.

In this regard, the bidder shall submit any one or in combination of the following set of documents in their technical bid as per NIT requirement, wherever asked for.

(i) Copy of purchase order along with invoice copy

**OR**

(ii) Copy of Purchase order along with bill of lading

**OR**

(iii) Copy of Purchase order along with satisfactory Completion certificate from client

**OR**

(iv) Copy of purchase order along with delivery challan along with Invoice Copy(ies)

**OR**

(v) Copy of purchase order along with any other documents which shall prove that the bidder has successfully executed such order(s).

**3 . IN CASE, THE BIDDER IS AN AUTHORIZED DEALER/ AUTHORIZED DISTRIBUTOR/AUTHORIZED SUPPLIER OF ORIGINAL CHEMICAL MANUFACTURER:** The bidder shall fulfil the following clauses-

3.1) The bidder's Original Product Manufacturer (Principal) shall have manufacturing experience in previous 5 (five) years to be reckoned from the original stipulated bid closing date of the tender.

3.2) Additionally, the bidder (authorised dealer/ supplier/ distributor) of the original product manufacture (Principal) shall fulfil the experience criteria of successful execution of minimum 50% of tendered quantity (to be rounded off to the next higher integer) against a single order in last FIVE (5) years preceding the original bid closing date of the tender. In this regard, the bidder shall submit any one or in combination of the following set of documents in their technical bid as per NIT requirement, wherever asked for.

(i) Copy of purchase order along with invoice copy

**OR**

(ii) Copy of Purchase order along with bill of lading

**OR**

(iii) Copy of Purchase order along with satisfactory Completion certificate from client

**OR**

(iv) Copy of purchase order along with delivery challan along with invoice copy (copies)

**OR**

(v) Copy of purchase order along with any other documents which shall prove that the bidder has successfully executed such purchase order(s).

3.3) The bidder shall submit valid Authorization Certificate/Letter issued by its

Original Product Manufacturer (Principal), confirming the Bidder's status as their authorized supplier / dealer / distributor to sell their products with proper warranty and guarantee back -up. Such authorization certificate/ letter shall be valid for the entire period of execution of the order. In case the bidder fails to provide the authorization letter /certificate from its product manufacturer, the bidder must submit Quality Assurance Certificate mentioning that the offered product will be of same or higher quality / standard of the tender sample submitted along with the bid in the event of bulk supply against order. Failing to submit Authorization certificate/letter or Quality assurance certificate on the part of the bidder along with their bid, the offer of the bidder will be rejected straightway.

#### **NOTES TO BIDDER :**

a. Authorization certificate/letter issued by the Original product manufacturer (Principal) shall clearly mention whether the bidder is an “authorized dealer or authorized distributor or authorized supplier of the original Product Manufacturer (Principal)”.

b. Authorization letter without clearly mentioning ‘authorized dealer’ or ‘authorized distributor’ or ‘authorized supplier’ of Original Product Manufacturer will not be considered for bid evaluation and in that case the offer shall be rejected straightway.

c. Authorization letter issued by the Original Product Manufacture in any other form such as Direct Chanel Partner /Indirect Chanel Partner/Chanel Partner/seller/Reseller/Sub Dealer / Sub Distributor/Sister Concern of the tendered item(s) shall not be considered for bid evaluation and the offer shall be rejected.

d. In case the bidder is a subsidiary company of the parent (Principal) company, the bidder shall also upload/submit the documents such as board resolution certificate / legal certificate along with their offer that would establish the relation between the parent company with the subsidiary company without which the bid will not be evaluated and will be rejected straightway.

4. Supply experience executed by the bidder to its sister concern/ subsidiary shall not be considered as experience for the purpose of meeting experience criteria of BRC.

5. Authorization letter issued to the bidder by anybody except Original Product Manufacturer (Principal) shall not be considered as valid authorization letter and in such case the bid will be rejected.

#### **6. Special Notes:**

(a) In case the bidder is not a manufacturer, the bidder shall confirm the name of its manufacturer.

(b) The material should be supplied in the original packing of the manufacturer.

rer with markings as specified in the tender.

(c) Bidder shall confirm shelf life as per NIT requirement, wherever asked for. Any supply without shelf life or shelf life less than the NIT requirement shall be rejected.

**(d) ACCEPTANCE OF OFFER AND SAMPLE SUBMISSION CLAUSE:** The whole tendered quantity will be procured from seller(s) who have satisfactorily executed development order (i.e., including satisfactory inspection and Field Trial Testing) for Sodium Pyrophosphate Acid in the past in OIL/ONGCL. Seller(s) to provide samples of their offered product in triplicate (i.e., 3 samples each of ½ Kg) free of cost for laboratory evaluation before bulk supply, in the event of placement of order. These samples will be tested in OIL's laboratory as per tender specification and the acceptance/rejection of the sample will be decided on the basis of OIL's laboratory test report only. Delivery instruction for bulk supply will be given only after successful laboratory testing of the above samples and clearance of the samples by OIL, which will be intimated to the seller(s) by OIL.

**(B) FINANCIAL BID REJECTION CRITERIA (BRC):**

**(1.0) Annual Financial Turnover of the bidder from Operations during any of preceding 03 (three) financial / accounting years from the original bid closing date should be at least ₹ 15,99,360.00 (Rupees Fifteen Lakhs Ninety Nine Thousand and Three Hundred Sixty only), as per the Audited Annual Reports.**

Annual Financial Turnover of the bidder from operations shall mean - "**Aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year**" as per the Companies Act, 2013 Section 2 (91).

**(2.0) The Net Worth of the bidder must be positive for the accounting year preceding the original bid closing date.**

Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium - Aggregate value of accumulated losses (excluding revaluation reserves) - deferred expenditure - Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation".

**(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/within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) 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 \_\_\_\_\_ (as the case may be) has actually not been audited as on the original bid closing date**'.**

**Notes:**

a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the 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-J**.

**OR**

ii) Audited Balance Sheet along with 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.

**ANNEXURE- J**

**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 up to..... **(As the case may be)** are correct.

<b>YEAR</b>	<b>TURN OVER</b> In (₹) Crores	<b>NET WORTH</b> In (₹) Crores

Place:

Date:

Seal:

Membership No.:

Registration Code:

**(4.0)** In case the Bidder is subsidiary company (should be 100% owned subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits its bid based on the strength of parent/ultimate parent/holding company, then following documents need to be submitted.

(i) Turnover of the parent/ultimate parent/ holding company should be in line with Para 1.0 above.

(ii) Net Worth of the parent/ultimate parent/holding company should be positive in line with Para 2.0 above.

(iii) Corporate Guarantee (as per below Annexure C) on parent/ ultimate parent/ holding company's company letter head signed by an authorized official undertaking that they would financially support their wholly owned subsidiary company for executing the project/job in case the same is awarded to them.

### **ANNEXURE-C**

#### **PARENT/ ULTIMATE PARENT/ HOLDING COMPANY'S CORPORATE GUARANTEE**

#### **TOWARDS FINANCIAL STANDING (Delete whichever not applicable)**

#### **(TO BE EXECUTED ON COMPANY'S LETTER HEAD)**

#### **DEED OF GUARANTEE**

*THIS DEED OF GUARANTEE executed at ..... this ..... day of ..... by M/s ..... (mention complete name) a company duly organized and existing under the laws of ..... (insert jurisdiction/country), having its Registered Office at.....herein after called "the Guarantor" which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.*

*WHEREAS M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their Tender No..... for.....and M/s.....(Bidder) intends to bid against the said tender and desires to have Financial support of M/s..... [Parent / Ultimate Parent/Holding Company(Delete whichever not applicable)] and whereas Parent/Ultimate Parent/Holding Company(Delete whichever not applicable) represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the Financial support as required by the bidder for qualifying and successful execution of the contract, if awarded to the bidder.*

*Now, it is hereby agreed by the Guarantor to give this Guarantee and undertake as follows:*

- 1. The Guarantor confirms that the Bidder is a 100% subsidiary of the Guarantor.*
- 2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.*
- 3. The Guarantor have an annual financial turnover of minimum INR..... Cr or USD ..... during any of the preceding 03(three) financial/ accounting years reckoned from the original bid closing date.*
- 4. Net worth of the Guarantor is positive for preceding financial/ accounting year .*
- 5. The Guarantor undertakes to provide financial support to the Bidder for executing the project/job, in case the same is awarded to the Bidder.*
- 6. The Guarantor represents that:*

*(a) this Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warra*

nty obligations) awarded to the Bidder.

(b) the liability of the Guarantor, under the Guarantee, is limited to the 100% of the order value between the Bidder and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Bidder.

(c) this Guarantee has been issued after due observance of the appropriate laws in force in India.

(d) this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of New Delhi, India.

(e) this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.

(f) the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

<b>for and on behalf of (Parent/Ultimate Parent/Holding Company) (Delete whichever not applicable)</b> <b>Witness:</b> 1. 2.	<b>for and on behalf of (Bidder)</b> <b>Witness:</b> 1. 2.
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(iv) Document of subsidiary company being 100% owned subsidiary of the parent/ultimate parent/holding company.

**(III)** Bank Details of Beneficiary for submission of Performance Security / PBG are as under:

<b>Bank Details of Beneficiary</b>	
A	Bank Name ICICI BANK LTD.
B	Branch Name DULIAJAN
C	Branch Address KUNJA BHAVAN, DAILY BAZAAR, DULIAJAN, DIBRUGARH, ASSAM - 786602
D	IFSC Code ICIC0000213
E	Unique identifier code (Field 7037) OIL503988890

F	Company name	Oil India Limited
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The Bank Guarantee issued by the bank must be routed through SFMS platform as per the following details: (i) MT 760/MT 760 COV for issuance of bank guarantee. (ii) MT 760/MT 767 COV for amendment of bank guarantee. [Purchase Order Number should reflect in the SFMS text under MT 760/MT 760 COV] The above message/intimation shall be sent through SFMS by the BG issuing Bank branch to I CICI Bank, Duliajan Branch, IFSC Code- ICIC0000213, Branch Address: ICICI Bank Ltd, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602.

**(IV)** No Bid Security /Earnest Money Deposit (EMD) is required to be submitted against the GeM Bid. Instead of EMD/Bid Security, all the bidders shall be required to sign a “Bid Security Declaration” accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the NIT/ Purchase order, they shall be suspended for the period of two (2) years. This suspension of two years shall be automatic without conducting any enquiry. Bidders shall submit “Bid Security Declaration” as per ANNEXURE-O (contained below) along with their technical bids.

**ANNEXURE-O**

Ref. No.: \_\_\_\_\_

Date: \_\_\_\_\_

**Sub: BID SECURITY DECLARATION**

**Ref: Your GeM Bid No. \_\_\_\_\_ Dated \_\_\_\_\_**

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To,

The HoD-Materials

Materials Deptt,

OIL, Duliajan

**Sir,**

*We declare that if we withdraw or modify the Bids during the period of validity, or if the contract is awarded to us and we fail to sign the contract, or to submit a performance security before the deadline defined in the NIT/order, we will be put on suspension by OIL for the period of two years. This suspension of two year shall be automatic without conducting any enquiry.*

Yours faithfully,

For (type name of the firm here)

*Signature of Authorized Signatory*

*Name:*

*Designation:*

*Phone No.:*

*Place:*

*Date:*

*(Affix Seal of the Organization here, if applicable)*

**(V) INDIGENOUS SUPPLIES CERTIFICATE:** 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 concessional rate of GST @12% against Indigenous Supplies Certificate {formerly known as Essentiality Certificate (EC)} for invoice having material value Rs. 1 Lakh and above will be applicable as per Notification No. 08/2022-Integrated Tax (Rate) dated 13th July, 2022. In the event of order, OIL will issue Indigenous Supplies Certificate (ISC), where concessional rate of GST @12% will be applicable. Supplier shall affect dispatch only on receipt of this certificate from OIL, failing which all related liabilities shall be to Supplier's account.

As such, bidders are requested to quote GST@12% (against Indigenous Supplies Certificate) only if the total material value is greater than or equal to Rs. 1 Lakh. In case, the total material value is less than Rs. 1 Lakh, bidders will be required to quote the applicable GST rate.

Seller must submit their proforma invoice (required for ISC application process) at least 01 (one) month prior to the delivery deadline so that ISC could be obtained from DGH in time and forwarded to the seller.

**(VI)** Bidders must quote their prices on F.O.R. Destination basis (including cost of loading as well as unloading).

**(VII) APPLICABILITY OF BANNING POLICY OF OIL INDIA LIMITED:** Revised Banning Policy dated 17.03.2023 as uploaded in OIL's website and revised guidelines of banning/debarment vide OM no. F.1/20/2018-PPD dated 02.11.2021 issued by Department of Expenditure, Ministry of Finance, Govt of India 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.

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.

**(VIII) Tax Collectible at Source (TCS):** Tax Collectible at Source (TCS) applicable under the Income-tax Law and charged by the 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 (IH) 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. &
- b. Total supply of goods to OIL in FY ... exceeds Rs. 50 Lakh &
- 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. However, Performance Security deposit will be released only after the TCS certificate for the amount of tax collected, is provided to OIL. Supplier will extend the performance bank guarantee (PBG), wherever required, till the receipt of TCS certificate or else the same will be forfeited to the extent of amount of TCS, if all other conditions of Purchase order are fulfilled. The above payment condition is applicable only for release of TCS amount charged by supplier u/s 206C (IH) of Income tax Act, 1961.

**(IX)** At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the tender Documents through issuance of Corrigendum(s)/Addendum(s). Bidders are expected to take the Corrigendum(s)/ Addendum(s) into account in preparation and submission of their bid. No separate intimation for Corrigendum(s)/Addendum(s) published by OIL shall be sent to the Bidders.

**(X) DELIVERY TIMING:** Suppliers will be given necessary permission to enter into the Industrial Area or Company's other operating areas to deliver the material as per timings given below-

- a) Monday to Friday:
  - (i) Slot-1: 08.00 AM to 10.00 AM
  - (ii) Slot-2: 12.30 PM to 02.00 PM
- b) Saturday: 08.00 AM to 10.00 AM

Note: No delivery shall be made on Sunday / National Holidays.

**(XI) 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 ENTERPRISE.**

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

**Udyam Registration Number with Udyam Registration Certificate.**

**Note:** In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur or Woman 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.

**(XII) FINANCING OF TRADE RECEIVABLES OF MICRO AND SMALL ENTERPRISES (MSEs) THROUGH TRADE RECEIVABLES DISCOUNTING SYSTEM (TreDS) PLATFORM.**

Based on the initiatives of Government of India to help MSE vendors get immediate access to liquid fund based on Buyers credit rating by discounting, OIL has registered itself on TReDS platform with M/s RXIL and M/s A TREDs Ltd. (Invoice Mart). MSE vendors can avail this benefit by registering themselves with any of the exchanges providing e-discounting / electronic factoring services on TreDS platform and following the procedures defined therein, provided OIL is also participating in such TreDS Platform as a Buyer.

(i) MSE Vendor should be aware that all costs relating to availing the facility of discounting on TreDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor.

(ii) MSE Vendor hereby agrees to indemnify, hold harmless and keep OIL and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TreDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.

(iii) OIL shall not be liable for any special, indirect, punitive, incidental, or consequential damages or any damages whatsoever (including but not limited to dama

ges for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TreDS platform for discounting their (MSE Vendor's) invoices.

**Notes:**

(a) Buyer means OIL who has placed Purchase Order/ Contract on a MSE Vendor (Seller).

(b) Seller means a MSE vendor, who has been awarded Purchase Order/ Contract by OIL (Buyer).

**(XIII) SET-OFF:** Any sum of money due and payable to the Seller (including Security Deposit refundable to them) under any purchase order may be appropriated by Oil India Limited and set-off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of a sum of money arising out of any other purchase order made by the Seller with Oil India Limited (or such other person or persons contracting through Oil India Limited).

**(XIV)** In case of any queries regarding the instant GeM Bid, interested parties may write to the e-mail ID **manish\_chowdhury@oilindia.in**.

**(XV)** It is for information of all Bidders that Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide office memorandum No. F.7/10/2021-PPD (1) dated 23rd February, 2023 (order- Public Procurement no.4) has proclaimed Requirement of registration under Rule 144 (xi) of the General Financial Rules (GFRs), 2017. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement only if the bidder is registered with the Competent Authority. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority to be eligible to bid in this GeM Bid. Therefore, all bidders are requested to be guided by the Clauses stipulated in the enclosed Annexure-N of this GeM Bid. In this respect, the format of Undertaking to be submitted by the bidders is given vide EXHIBIT-I & EXHIBIT-II of this GeM Bid.

6. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file](#).

**Disclaimer/अस्वीकरण**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses

on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, 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. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

**---Thank You/धन्यवाद---**