

**Bid Document/ बिड दस्तावेज़**

| Bid Details/बिड विवरण   |  |
|---|--|
| <b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>  | 26-04-2023 19:00:00  |
| <b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>   | 26-04-2023 19:30:00  |
| <b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>  | 90 (Days)  |
| <b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>  | Ministry Of Petroleum And Natural Gas  |
| <b>Department Name/विभाग का नाम</b>   | Oil India Limited  |
| <b>Organisation Name/संगठन का नाम</b>   | Oil India Limited  |
| <b>Office Name/कार्यालय का नाम</b>  | Oil India Limited  |
| <b>Total Quantity/कुल मात्रा</b>  | 20   |
| <b>Item Category/मद केटेगरी</b>   | 4.3/4 INCH DRILL COLLAR & LIFTING PLUG (Q3)  |
| <b>MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट</b>   | No   |
| <b>Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट</b>   | No   |
| <b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>   | Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC)<br>*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 |
| <b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>   | No   |
| <b>Type of Bid/बिड का प्रकार</b>  | Two Packet Bid   |
| <b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b> | 5 Days   |
| <b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>                                      | Yes  |
| <b>Inspection to be carried out by Buyers own empanelled agency</b>   | Yes  |

| Bid Details/बिड विवरण                               |  |
|---|--|
| Type Of Inspection                                  | Pre Dispatch   |
| Name of the Empanelled Inspection Agency/ Authority | Board of Officers  |
| 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) |
| Evaluation Method/मूल्यांकन पद्धति                  | Total value wise evaluation  |

#### EMD Detail/ईएमडी विवरण

|                             |       |
|-----------------------------|-------|
| Advisory Bank/एडवाइजरी बैंक | ICICI |
| EMD Amount/ईएमडी राशि       | 74698 |

#### ePBG Detail/ईपीबीजी विवरण

|  |       |
|--|-------|
| Advisory Bank/एडवाइजरी बैंक  | ICICI |
| ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)                               | 3.00  |
| Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने). | 21    |

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). 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 :

GM- MATERIALS (HOD)

ICICI Bank, Duliajan Branch, IFSC Code- ICIC0000213, Branch Address.: ICICI Bank Ltd, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam - 786602.

(G C Sarma)

#### 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 |
|--|----|

#### Details of the Competent Authority for MII

|  |  |
|--|--|
| Name of Competent Authority                                      | Rupak Kalita(Based on Notification no. FP-20013/2/2017-FP-PNG dtd. 17.11.2020 of MoPNG)  |
| Designation of Competent Authority                               | GM(C&P),Corporate Office (Based on Notification no. FP-20013/2/2017-FP-PNG dtd. 17.11.2020 of MoPNG)   |
| Office / Department / Division of Competent Authority            | OIL, C&P (Based on Notification no. FP-20013/2/2017-FP-PNG dtd. 17.11.2020 of MoPNG)   |
| CA Approval Number   | OIL 62/C&P/267/2020 (Based on Notification no. FP-20013/2/2017-FP-PNG dtd. 17.11.2020 of MoPNG)  |
| Competent Authority Approval Date                                | 01-04-2023   |
| Brief Description of the Approval Granted by Competent Authority | 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 Rs. 1.0 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. |

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 |
|---|-----|

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.

#### 2. Inspection of Stores by Nominated Inspection Authority / Agency of buyer or their authorized representatives

An independent third party Professional Inspection Body can help buyer in mitigating buyer's risk with pre-dispatch/post-dispatch inspection in order to ensure that equipment, components, solutions and documentation conform to contractual requirements. The buyer has a right to inspect goods in reasonable manner and within reasonable time at any reasonable place as indicated in contract. Inspection Fee/ Charges (as pre-greed between buyer and Inspection Agency) would be borne by the buyer as per their internal arrangement but may be recovered from the seller if the consignment failed to conform to contractual specification and got rejected by the Inspection Officer .If so requested and accepted by the seller , initially seller may pay for inspection charges as applicable and get the same reimbursed from buyer if consignment accepted by the Inspecting Officer . For reimbursement seller has to submit proof of payment to Inspection Agency.

Seller/OEM shall send a notice in writing / e-mail to the Inspecting officer / inspection agency specifying the place of inspection as per contract and the Inspecting officer shall on receipt of such notice notify to the seller the date

and time when the stores would be inspected. The seller shall, at his own expenses, afford to the Inspecting officer, all reasonable facilities as may be necessary for satisfying himself that the stores are being and or have been manufactured in accordance with the technical particulars governing the supply. The decision of the purchaser representative /inspection authority regarding acceptance / rejection of consignment shall be final and binding on the seller.

The Seller shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Inspecting officer may demand of him for any test, and examination, other than special or independent test, which he shall require to be made on the seller's premises and the seller shall bear and pay all costs attendant thereon.

The seller shall also provide and deliver store / sample from consignment under inspection free of charge at any such place other than his premises as the Inspecting officer may specify for acceptance tests for which seller/OEM does not have the facilities or for special/ independent tests.

In the event of rejection of stores or any part thereof by the Inspecting officer basis testing outside owing to lack of test facility at sellers premises, the seller shall, on demand, pay to the buyer the costs incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the Laboratory to private persons for similar work.

Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may like fit and proper as per QAP/governing specification. The seller shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspecting officer.

Unless otherwise provided for in the contract, the quantity of the stores or materials expended in test will be borne by seller.

Inspecting officer is the Final Authority to Certify Performance / accept the consignment. The Inspecting officer's decision as regards the rejection shall be final and binding on the seller.

The seller shall if so required at his own expense shall mark or permit the Inspecting officer to mark all the approved stores with a recognised Government or purchaser's mark.

#### 4.3/4 INCH DRILL COLLAR & LIFTING PLUG ( 20 pieces )

|                             |           |
|-----------------------------|-----------|
| Brand Type/ब्रांड का प्रकार | Unbranded |
|-----------------------------|-----------|

#### Technical Specifications/तकनीकी विशिष्टियाँ

|   |                          |
|---|--------------------------|
| Buyer Specification<br>Document/क्रेता विशिष्टि दस्तावेज़ | <a href="#">Download</a> |
|---|--------------------------|

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

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता                               | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|----------------|---|---|-----------------|------------------------------|
| 1              | Krishna Mohan Kumar                                     | 786602,Oil India Limited, Duliajan, Assam | 20              | 210                          |

#### Buyer added Bid Specific Additional Scope of Work

| S.No.क्र.सं. | Document Title  | Description                   | Applicable/रिवर्स प्रभार के अनुसार जीएसटी i.r.o. Items |
|--------------|---|-------------------------------|--|
| 1            | Technical Specification & BRC<br><a href="#">View</a> | Technical Specification & BRC | 4.3/4 INCH DRILL COLLAR & LIFTING PLUG(20)             |

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

#### 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. 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.

##### 3. Generic

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

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

##### 4. Generic

**Manufacturer Authorization:** Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

##### 5. Generic

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

##### 6. Generic

The buyer organization is an institution eligible for concessional rates of GST as notified by the Government of India. The goods for which bids have been invited fall under classification of GST concession and the conditions for eligibility of concession are met by the institution. A certificate to this effect will be issued by Buyer to the Seller after award of the Contract. Sellers are requested to submit their bids after accounting for the Concessional rate of GST.  
Applicable Concessional rate of GST :

12

%

Notification No. and date :

8/2022 - Integrated Tax (Rate)

dated

13/07/2022

#### 7. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

#### 8. **Generic**

Wherever Essentiality Certificate is applicable (PEL/ML), successful bidder should provide Proforma Invoice for processing for EC application and material should be dispatched after receiving of EC from DGH. In view of the same, an ATC may be incorporated in GeM, viz, "BIDDER/OEM must provide Proforma Invoice for processing for EC application within

165

days from date of issue of GeM Contract and material should be dispatched after receiving of EC from DGH."

#### 9. **Scope of Supply**

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

#### 10. **Purchase Preference (Centre)**

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% 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 percentage of 100% of total value.

#### 11. **Certificates**

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

#### 12. **Warranty**

Warranty period of the supplied products shall be 1 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

### **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 कार्यवाई का आधार होगा।

**---Thank You/धन्यवाद---**



## **ANNEXURE – I**

### **TECHNICAL SPECIFICATION**

#### **SPECIFICATIONS FOR 4.3/4 INCH DRILL COLLAR & LIFTING PLUG**

Drill Collars (Spiral) and lifting plugs manufactured from AISI 4145 H modified alloy steel and fully heat treated to 285-341 Brinell hardness. The mechanical and physical properties should meet API Spec. 7-1 requirements.

#### **A. DRILL COLLAR (20 Numbers)**

|                          |  |
|--------------------------|--|
| Type                     | : Spiral grooved                         |
| Outside Diameter         | : 120.65 mm (4.3/4 inch)                 |
| Inside Diameter          | : 57.15 mm (2.1/4 inch)                  |
| Length                   | : 9.45 m (31 feet) +/- 6 inch (152.4 mm) |
| Thread connections       | : API IF (RH) NC-35 box up & pin down    |
| OD of Slip recess        | : 111.12 mm (4.3/8 inch)                 |
| Length of Slip Recess    | : 533.40 mm (21 inch) minimum            |
| Beginning of Slip Recess | : 711.20 mm (28 inch) from box end       |

Drill collars should have the following feature on their thread connections (box up x pin down):

- API stress relief groove on pin end
- API bore back box
- All connections should be phosphatised
- All thread roots should be cold rolled.
- All connections should be coated with an API lubricant and provided with pressed steel thread protectors installed at both ends. Bidder should confirm the same while quoting.

#### **B. LIFTING PLUG (20 numbers)**

Lifting Plug for the above drill collars having:

120.65 mm (4.3/4 inch) OD x 203.20 mm (8 inch) long neck, 165.10 mm (6.1/2 inch) OD Lifting face and API IF (RH) NC-35 pin connection with pressed steel thread protectors installed.

**NOTE:** *Lifting sub will not be accepted.*

#### **C. GENERAL NOTES TO BIDDERS**

- The drill collars and lifting plugs 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 API specification 7-1. This clause shall be valid for 18 months from date of shipment or 12 months from the date of commissioning of the items. The defective materials, if any, rejected by OIL shall be replaced by the supplier at their own expenses. Bidders must confirm the same in their quotations.
- Drill collars and lifting plugs shall be Manufactured, Sampled, Tested, Inspected, Marked and Certified as per API Spec. 7-1 and Mill Inspection Certificate thereof should be forwarded along with supply. Bidder to confirm the same in their quotations. Bidder to forward a copy of valid API Spec. certificate along with their quotation.



3. All thread connections and other physical properties should conform to API Spec. 7-1 latest edition.
4. Marking shall be done as per API spec. 7-1 i.e. drill collars shall be die stamped on the OD with manufacturer's name or identification mark, the API monogram, outside diameter, bore & connection designation. Bidders are to confirm the same while quoting.
5. The O.D, I.D. and length of the Drill-collars & Lifting Plugs must be exactly as specified in the Tender specification and tolerance as per API SPEC 7-1.
6. Drill Collars shall be supplied with pressed steel thread protectors installed at both ends and lifting Plugs shall be supplied with pressed steel thread protectors installed at the pin end.
7. The drill collars and lifting plugs shall be supplied with mill coating to protect these from rusting during shipment. Bidders are to confirm the same while quoting.
8. The length of drill collar in metre must be stenciled on each length of drill collar.
9. The quotation must accompany relevant catalogue, literature, drawing, etc in English language (US or UK) failing which the offer will be liable for rejection.
10. Bidder should indicate the name of manufacturer, country of origin, port of dispatch of the materials.
11. Any deviation(s) from the tender specification should be clearly highlighted specifying justification in support of deviation.
12. Bidder should note that in the event of an order that the API licenses for manufacturing the Drill Collar along with authorization for API monogramming should be valid, without any break, till execution of purchase order. Valid relevant API certificate to be submitted along with the supply. Bidder should categorically confirm compliance while quoting.
13. Bidder to submit completely filled up Bid Evaluation Matrix (Technical) – Annexure E and Bid Evaluation Matrix (BRC) – Annexure F along with the technical bid.

**D. THIRD PARTY INSPECTION**

OIL shall arrange and bear for Third Party Inspection of the materials at Bidder's/ Manufacturer's plant as per the broad Scope of Work mentioned herein the tender. Bidder shall extend all necessary facility to the Third Party Inspection Agency for smooth conduct of the inspection.

1. Inspection by the OIL nominated independent third party shall cover the following against all drill collars:
  - (I) Material identification
  - (II) Stage Inspection at random visit basis during manufacturing
  - (III) Audit and endorsement or verification of certificates of all chemical analysis and physical test reports.
  - (IV) Witness dimensional checks
  - (V) Witness / verification of certificate of mechanical test
  - (VI) Witness / verification of certificate of NDT/ NDE as per API Spec 7-1.
  - (VII) Visual inspection for imperfections
  - (VIII) Witness / verification of certificate of Longitudinal defect identification
  - (IX) Witness / verification of certificate of Transverse defects identification.
  - (X) Joint inspection
  - (XI) Thread inspection
  - (XII) Issue of certificates

**2. TERMS & CONDITIONS FOR THIRD PARTY INSPECTION (TPI)**

- a) OIL shall arrange for inspection (TPI) of the materials through OIL's nominated Third Party Inspection Agency at Bidder's/Manufacturer's plant/premises as per the broad Scope of Work mentioned the tender. All cost towards the engagement of Third Party Inspection

Agency shall be borne by OIL. **BIDDER SHALL NOT QUOTE/INCLUDE THE COST OF THIRD PARTY INSPECTION IN THEIR OFFER.** However, Bidder shall extend all necessary facility to the satisfaction of Third Party Inspection Agency for smooth conduct of the inspection.

- b) Bidder shall clearly indicate in the technical bid the place/plant where Third Party Inspection of the materials shall be conducted, in the event of an order.
- c) Supplier shall convey to OIL the production schedule within 02(two) weeks from the date of Letter of Award (LOA)/Purchase order so that OIL can deploy the TPI agency to carry out inspection at bidder's/manufacturer's premises accordingly. Additionally, Supplier shall send a notice in writing/e-mail to the OIL at least 15 days in advance specifying the exact schedule and place of inspection (TPI) as per the Purchase Order and OIL upon receipt of such notice shall notify to the supplier the date and time when the materials would be inspected by OIL nominated TPI Agency.
- d) The supplier shall provide, without any extra charge to OIL, all materials, tools, labour and assistance of every kind which the OIL nominated TPI Agency may demand for any test or examination required at supplier's premises. The supplier shall also provide and deliver sample from the material under inspection, free of charge, at any such place other than their premises as the TPI Agency may specify for acceptance tests for which the supplier does not have the facilities for such tests at their premises. In the event of testing outside owing to lack of test facility at supplier's premises, the supplier shall bear cost of such test, if any.
- e) The supplier shall not be entitled to object on any ground whatsoever to the method of testing adopted by the OIL nominated TPI Agency.
- f) Unless otherwise provided for in the Purchase Order, the quantity of materials expended in test will be borne by supplier.
- g) The decision of the Third Party Inspection Agency nominated by OIL regarding acceptance/rejection of material shall be final and binding on the supplier.
- h) Upon successful completion of the TPI and acceptance of the TPI reports by OIL, Bidder/Supplier shall be intimated by OIL for dispatch of the materials. The materials should be despatched only after receipt of dispatch clearance from OIL.
- i) Acceptance of the TPI reports and receipt of dispatch intimation from OIL do not absolve the bidder from any warranty obligations or waive the bidder from OIL's right for rejection of the materials after receipt at site.
- j) Notwithstanding clauses contained herein above, in the event the materials under inspection fails to conform to purchase order specification and are rejected by OIL nominated Third Party Inspection agency, OIL may recover all cost incurred for re-inspection of the materials from the supplier.

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## **ANNEXURE - II**

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

The bids shall broadly conform to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the items offered do not conform to required parameters stipulated in the technical specifications and to the respective international/national standards wherever stipulated. Notwithstanding the general conformity of the bids to the stipulated specifications and terms and conditions, 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. BID REJECTION CRITERIA**

##### **(A.1) BRC - TECHNICAL:**

- 1.0 The technical specification including O.D, I.D. and length of the Drill-collars & Lifting Plugs should be exactly as specified in the tender specification and tolerance as per API SPEC 7-1 (*First Edition and subsequent addendums*).
- 2.0 The Drill Collars threads should be with Stress-relief grooves on Pin ends & Bore-back on box ends as indicated in the tender.
- 3.0 Threads of all Drill Collars should be cold rolled and phosphatised.
- 4.0 The Drill collars should be from API approved mill having valid API Spec 7-1 certificate. The certificate is to be submitted with the quotation.

##### **5.0 MANUFACTURER'S EXPERIENCE:**

In case the bidder is a manufacturer of the offered item(s), then bidder must furnish the following documents along with the technical bid failing which the bids will be rejected.

- 5.1 The bidder should have minimum 5 years continuous experience of manufacturing of Drill collars conforming to API spec. 7-1(*First Edition and subsequent addendums*). For this purpose, the period reckoned shall be period prior to the date of original bid closing date of the tender.

Copies of API 7-1 certificates (*having authorization for drill collars and threading of rotary shouldered connections*) for the last 5 (Five) years (*i.e., continuous without having any break in between*) must be submitted along with the techno - commercial bid. Bids without copies of valid API 7-1 certificates (*First Edition and subsequent addendums*) or with a break in between will be rejected.

- 5.2 The bidder should have manufactured and supplied minimum 50% (*to be rounded to next higher whole figure*) of the tendered quantity of -
  - (i) Drill Collars (*irrespective of size*) under API 7-1 certification to OIL in the last 20 (twenty) years as on original bid closing date of the tender.

**OR**

- (ii) Drill collar of same or higher diameter under API 7-1 certification to other E&P companies/Drilling Contractors/Drilling service providers in the last 5 (five) years as on original bid closing date of the tender (*either by themselves or through their sole selling agent/distributor/dealer/ supply house*).

Documentary evidence in respect of manufacturing and supplying the above-mentioned items should be submitted with the technical bid in the form of copies of relevant signed Purchase Orders along with copies of any of the following documents in respect of satisfactory execution of each of those Purchase Orders failing which the bids will be rejected:

- I. Signed and sealed Satisfactory supply / completion / installation 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 05 (five) years preceding original bid closing date of this tender. However, the execution of supply should be within 05 (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.*
- d) *A job executed by a bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BEC.*

5.3 The bidder shall confirm that the equipment/products will be tested and certified as per API 7-1 (*First Edition and subsequent addendums*).

5.4 The bidder must keep API licenses along with authorization for API monogram valid till execution of purchase order and must confirm that the offered product will be supplied with API Monogram.

5.5 In case renewal process of API license is in progress at the time of bidding, the manufacturer should furnish a letter from API to this effect that renewal of the license is under examination with API and is authorized to manufacture the items as per API license and to use API monogram till the renewal for license is issued. The bidder shall also submit an undertaking that delay in renewal of API certificate shall not affect the stipulated delivery schedule of the tender/purchase order.

5.6 If the bidder is a manufacturer and has supplied minimum 50% (*to be rounded to next higher whole figure*) of the tendered quantity of Drill Collar (*irrespective of size*) to OIL in the last 20 (twenty) years as on original bid closing date of the tender and whose past performance has been satisfactory, the bidder shall have to only indicate the Purchase Order (P.O.) No. of OIL in their technical bid.

**6.0 IN CASE THE BIDDER IS NOT A MANUFACTURER**

If the bidder is a sole selling agent / distributor / dealer / supply house of any manufacturer, then bidder must furnish the following documents along with the technical bid failing which the bids will be rejected:

6.1 Authorization certificate from the manufacturer (*in original on manufacturer's letter head with signature & stamp*) should be submitted along with the technical bid. This certificate should be valid at the time of bidding and should remain valid during the entire execution period of the order.

6.2 Undertaking from the manufacturer (*in original on manufacturer's letter head with signature & stamp*) guaranteeing supply of items to the bidder in the event of an order on the bidder. This certificate should be valid at the time of bidding and should remain valid during the entire execution period of the order.

6.3 Warranty backup from the manufacturer in original on manufacturer's letter head (*with signature & stamp*) against the quality of the tendered item(s) as specified in the tender.

6.4 Copies of API Spec 7-1 certificates as per clause 5.1 of the OEM of their quoted product to be submitted along with the bid.

6.5 Documentary evidence in respect of manufacturing and supply experience as specified under para 5.0 (5.1 & 5.2) from the concerned manufacturer (*having supplied such items either by manufacturer themselves or through their sole selling agent/distributor/dealer/supply house*) along with the techno-commercial bid.

6.6 Documentary evidence in respect of bidder's own supply experience of supplying minimum 50% (*to be rounded to next higher whole figure*) of the tendered quantity of Drill Collar of same or higher diameter

under API 7-1 certification to any E&P companies/ Drilling Contractors/Drilling service providers during last 5 (five) years as on original bid closing of the tender as specified.

Documentary evidence in respect of supplying the above mentioned items should be submitted with the technical bid, in the form of copies of relevant signed Purchase Orders along with copies of any of the following documents in respect of satisfactory execution of each of those Purchase Orders failing which the bids will be rejected:

- I. Signed and sealed Satisfactory supply / completion / installation 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 05 (five) years preceding original bid closing date of this tender. However, the execution of supply should be within 05 (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.*
- d) *A job executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC/BRC.*

- 6.7 If the bidder is sole selling agent / distributor / dealer / supply house of any manufacturer and have successfully supplied minimum 50% of the tendered quantity of drill collars (*irrespective of size*) to OIL in the last 05 (five) years as on original bid closing date and whose past performance has been satisfactory, the bidder need not satisfy Clause 6.6. In this situation the bidder shall have to indicate the Purchase Order (P.O.) No. of OIL in their technical bid. However, this exemption shall be applicable only if the bidder has declared in the bid that they will be supplying the tendered item from the same manufacturer as per the last order supply.

**7.0 Additional Documents:**

- 7.1 In case, for supplementing manufacturer's supply experience criteria (5.2), the manufacturer submits Purchase Order(s) and relevant documents which is through their sole selling agent/distributor/dealer/supply house, then following additional documents are also to be submitted:

- a) Copies of signed Purchase Order(s) /Contract agreement(s) between the manufacturer and the sole selling agent/distributor/dealer/supply house and copies of any of the following documents in respect of satisfactory execution of each of those Purchase Order(s)/Contract agreement(s).
  - i) Bill of Lading (OR)
  - ii) Commercial Invoice / Payment of Invoice of the OEM (OR)
  - iii) Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/Vat/GST.

- 7.2 In case, for supplementing the supply experience criteria for both itself and the manufacturer (6.5 & 6.6), the sole selling agent/distributor/dealer/supply house of the manufacturer submits same set of signed Purchase Order(s) and relevant documents, then following additional documents are also to be submitted:

- a) Copies of signed Purchase Order(s) /Contract agreement(s) between the manufacturer and the sole selling agent/distributor/dealer/supply house and copies of any of the following documents in respect of satisfactory execution of each of those Purchase Order(s)/Contract agreement(s).
  - i) Bill of Lading (OR)
  - ii) Commercial Invoice / Payment of Invoice of the OEM (OR)
  - iii) Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/Vat/GST.

8.0 **DELIVERY PERIOD:**

Delivery to be completed within **210 days** from the date of placement of order by OIL. The date of receipt of materials at site shall be considered as the date of delivery. Bidders must categorically confirm the above in their Technical Bid.

Bids submitted by Bidders quoting delivery period more than the abovementioned duration shall not be accepted. Bidders must categorically confirm the delivery period in their Technical Bid.

**(A.2) BRC - FINANCIAL:**

- 1.0 The bidder must have an annual financial turnover from Operations of minimum **INR 18,67,460.00** during any of the preceding 3 (Three) financial/accounting years reckoned from the original bid closing date of the tender 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 "Net Worth" of the bidder must be positive for the financial/accounting year just preceding to the original Bid Closing Date of the Tender.

*[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 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 **(PROFORMA - A)** certifying that 'the balance sheet/Financial Statements for the financial year (as applicable) 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 **(PROFORMA – B)**
  - 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\$.

- 5.0 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 A.2 (1.0) above.
  - (ii) Net Worth of the parent/ultimate parent/holding company should be positive in line with Para A.2 (2.0) above.
  - (iii) Corporate Guarantee (**PROFORMA - 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.
  - (iv) Documents to substantiate that the bidder is as 100% subsidiary of the parent/ultimate parent/holding company.

## **ANNEXURE - III**

### **GENERAL NOTES TO BIDDERS**

- 1.0** Bidders shall submit their offer mentioning pointwise compliance/noncompliance to all the terms & conditions, BEC/BRC, Specifications etc. Any deviation(s) from the tender terms & conditions, BEC/BRC, Specifications etc. should be clearly highlighted specifying justification in support of deviation.
- 2.0** 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. However, bidder(s) must note that there should not be any additional financial involvement arising out of such post tender clarifications.
- 3.0** The Bidder to submit following Technical Evaluation Sheet along with technical bid -

Annexure - IV: Bid Evaluation Matrix (Technical Specification)

Annexure - V: Bid Evaluation Matrix (Bid Rejection Criteria)

**4.0 MICRO AND SMALL ENTERPRISES (MSE)**

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 and Amendment vide Gazette Notification no. CG-DL-E-16062021-227649 dated 16<sup>th</sup> June, 2021 issued by Ministry of Micro, Small and Medium Enterprises. The existing enterprises registered under EM- Part-II or UAM till 30<sup>th</sup> June, 2020 shall continue to be valid only for a period up to the 31st day of December, 2021.

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

- 4.1** For availing benefits under Public Procurement Policy (Purchase preference), 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).
- 5.0 PREFERENCE TO MAKE IN INDIA (MII)**  
Department for Promotion of Industry and Internal Trade (DPIIT), has issued the revised 'Public Procurement (Preference to Make in India), Order 2017" vide Order no. No. P-45021/2/2017-PP (BE-II) dated 04.06.2020. Bidders are requested to go through the policy and its subsequent amendments, if any, and take note of the same while submitting their offer.
- 6.0** **Bidder to categorically confirm under which policy i.e. PP-LC or MSME, they want to avail the benefit and to submit requisite document/certificate in support to avail this benefit. The bids will be evaluated based on their declaration. Availing the benefit of Purchase Preference and awarding of eligible tendered quantity after price matching shall be considered based on Bidder's declaration of availing of PPP-MII or MSE policy only.**
- 7.0 RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY SHARING LAND BORDER WITH INDIA:**  
Subject to Order No. F.7/10/2021-PPD (1) dated 23.02.2023 issued by Department of Expenditure, Ministry of Finance, Govt. of India, Bidders should take note of the following:

- (1) 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 [Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)]. 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 tender.



- (2) "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- (3) "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means:
- a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- (4) The beneficial owner for the purpose of para (3) above will be as under:
- (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation:

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company.
  - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements.
- (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  - (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  - (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  - (v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- (5) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- (6) The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- (7) **Validity of Registration:** The registration should be valid at the time of submission of bid and at the time of acceptance of bid. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.

- (8) **Undertaking regarding compliance:** The bidders are required to provide undertakings as per **PROFORMA – D(I), PROFORMA – D(II) AND PROFORMA – D(III)** along with their bid towards compliance of the above guidelines for participation in this tender. If the undertakings given by a bidder whose bid is accepted is found to be false, this would be a ground for debarment/action as per OIL's Banning Policy and further legal action in accordance with law.

**8.0 SETTLEMENT OF COMMERCIAL DISPUTES BETWEEN CENTRAL PUBLIC ENTERPRISES (CPSES) INTER-SE AND CPSE(S) AND GOVERNMENT DEPARTMENT(S)/ORGANISATIONS(S) - ADMINISTRATIVE MECHANISM FOR RESOLUTION OF CPSES DISPUTES (AMRCD).**

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Department/Organisations (excluding disputes relating to Railways, Income Tax, Customs and Excise Departments), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No. 05/003/2019-FTS- 10937 dated 14th December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

**9.0 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. and
- b. Total supply of goods to OIL in FY ..... (As applicable) exceeds Rs. 50 Lakh and
- c. TCS as charged in the invoice has already been deposited (duly indicating the details such as challan No. and date) or would be deposited with Exchequer on or before the due date and
- d. TCS certificate as provided in the Income Tax Act will be issued to OIL in time.

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 (I H) of Income tax Act, 1961.

**10.0 CONCESSIONAL GST**

The items covered in this Tender shall be used by Oil India Limited in the PEL/ML areas and hence concessional **GST @12%** will be applicable as per Govt. Policy in vogue.

**Note:** Successful bidder shall arrange to provide all necessary documents (invoice etc.) to OIL for applying Essentiality Certificate on receipt of request from OIL or at least **45 days** prior to their readiness for despatch, whichever is earlier. Further, successful bidder shall affect dispatch only on receipt of relevant certificates/shipment clearance from OIL, failing which all related liabilities shall be to supplier's account.

**11.0 APPLICABILITY OF BANNING POLICY OF OIL INDIA LIMITED:**

OIL's Banning Policy will be applicable against the tender (and order in case of award) to deal with any agency (bidder/contractor/supplier/ vendor/service provider) who commits deception, default, fraud or indulged in other misconduct of whatsoever nature in the tendering process and/or order execution processes. Applicability of the policy shall include but not limited to the following in addition to other actions like invoking bid security/performance security/cancellation of order etc. as deemed fit and as mentioned elsewhere in the tender:

- a) Backing out by bidder within bid validity.

- b) Backing out by successful bidder after issue of LOA/Order/Contract
- c) Non/poor performance and order/contract execution default.

The bidders who are on Holiday/Banning/Suspension list of OIL on due date of submission of bid/ during the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening/evaluation/award. If the bidding documents were issued inadvertently/downloaded from website, the offers submitted by such bidders shall also not be considered for bid opening/evaluation/ Award of Work.

## 12.0 PERFORMANCE SECURITY

Successful bidder will be required to furnish a Performance Bank Guarantee @3% of the order value with validity as mentioned in the tender document. The Performance Security must be submitted exactly as per **PROFORMA – E**. Bidder must confirm the same in their Technical Bid.

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.

**[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 ICICI Bank, Duliajan Branch, IFSC Code- ICIC0000213, Branch Address.: ICICI Bank Ltd, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam - 786602. The Bank details are as under:

| Bank Details of Beneficiary         |   |
|-------------------------------------|---|
| Bank Name                           | ICICI BANK LTD.   |
| Branch Name                         | DULIAJAN  |
| Branch Address                      | KUNJA BHAVAN, DAILY BAZAAR, DULIAJAN, DIBRUGARH, ASSAM - 786602 |
| IFSC Code                           | ICIC0000213   |
| Unique identifier code (Field 7037) | OIL503988890  |
| Company name                        | Oil India Limited   |

## 13.0 BID SECURITY:

Bids must be accompanied by Bid Security for the amount as mentioned in the tender and shall be in the prescribed format (**PROFORMA – F**) as Bank Guarantee (BG) or Online payment. (Refer GeM GTC for details).

In case of the Bid Security is submitted in the form of Bank Guarantee, scanned copy of Bank Guarantee shall be uploaded by the bidder in the online bid and hard copy of the Bank Guarantee will have to be submitted directly to OIL within 5(five) working days (*within office hours*) of bid opening, failing which the bid may be treated as incomplete and may lead to rejection of the bid by OIL without making any reference to the bidder.

The Original Bid Security shall be submitted manually in sealed envelope **superscribed** with tender no., tendered item detail and due date to: **GM-MATERIALS, MATERIALS DEPARTMENT, KIND ATTENTION – M. B. SINGHA, CHIEF MANAGER MATERIALS, OIL INDIA LIMITED, DULIAJAN- 786602, ASSAM.**

In case of Online payment of Bid Security, bidder shall provide the Online transaction details in their online bid as proof of submission of Bid Security to OIL. The online payment of Bid Security amount should be received in OIL's bank account on or before the Bid closing date and time failing which the offer will be rejected outright without any further reference.

| OIL's Bank account Details for Online submission of Bid Security |                     |
|--|---------------------|
| Name   | Oil India Limited   |
| Bank   | State Bank of India |
| Branch   | Duliajan            |
| Account Number   | 10494832599         |
| Account Type   | Current             |
| IFSC Code  | SBIN0002053         |

- 13.1 Bid Security shall be issued from any scheduled Indian Bank or any branch of an International Bank situated in India and registered with the Reserve Bank of India as scheduled foreign Bank in case of domestic suppliers.
- 13.2 Bank Guarantee issued by a scheduled Bank in India at the request of some other non-scheduled Bank in India shall not be accepted.
- 13.3 Bank Guarantees issued by a Bank in India should be on non-judicial Stamp Paper/Franking receipt of requisite value, as per Indian Stamp Act, purchased in the name of the Banker or the Seller.
- 13.4 Bank Guarantee with condition other than those mentioned in OIL's prescribed format / GeM Bank Guarantee format shall not be accepted.
- 13.5 The Bank Guarantee issued by a Bank amongst others shall contain the complete address of the Bank including Phone Nos., Fax Nos., E-mail address, Code Nos. of the authorized signatory with full name and designation and Branch Code.
- 13.6 The bidders will extend the validity of the Bid Security, if and whenever specifically advised by OIL, at the bidder's cost.
- 13.7 The Bid Security shall not accrue any interest during its period of validity or extended validity. OIL shall not be liable to pay any bank charges, commission or interest on the amount of Bid Security.
- 13.8 In case, the Bid Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the fake signatures, the bid submitted by the concerned bidder shall be rejected and the bidder shall be banned from participating in future tenders in accordance with the provisions of OIL's Banning Policy. Further, the Bid Security submitted by such bidder shall be invoked without any further reference, besides other penal action, as OIL may think appropriate.
- 13.9 In case of Bank Guarantee, the Bank Guarantee issuing bank branch must ensure the following:

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.

***[Tender 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 ICICI Bank, Duliajan Branch, IFSC Code- ICIC0000213, Branch Address: ICICI Bank Ltd, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602. The Bank details are as under:

| Bank Details of Beneficiary         |   |
|-------------------------------------|---|
| Bank Name                           | ICICI BANK LTD.   |
| Branch Name                         | DULIAJAN  |
| Branch Address                      | KUNJA BHAVAN, DAILY BAZAAR, DULIAJAN, DIBRUGARH, ASSAM – 786602 |
| IFSC Code                           | ICIC0000213   |
| Unique identifier code (Field 7037) | OIL503988890  |
| Company name                        | Oil India Limited   |

er shall submit to OIL the copy of the SFMS message as sent by the issuing bank branch along with the original bank guarantee.

- 13.10 The Bid Security of the unsuccessful bidders will be returned after finalization of tender whereas the Bid Security of the successful bidder will be discharged on such bidder's furnishing the Performance Security to OIL against the Purchase Order secured by the bidder within the stipulated time frame. The successful bidder will, however, extend validity of the Bid Security till such time the Performance Security is furnished.

13.11 For timely return of Bid Security, bidders shall submit following details alongwith their technical bid.

- For Bank Guarantee((BG): Name, Email id, Phone number and Address where the Bid Security is to be returned by Courier.
- Online payment: Name, Email id, Phone number and Bank details (Bank Name, Branch Name, Branch Address, IFSC Code, Unique identifier code, Company name) where the Bid Security amount shall be returned by Online transfer.

In case of non-submission of above details, return of Bid Security may be delayed.

**14.0 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.

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

**Note:**

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

**15.0 UNLOADING FOR BULKY/HEAVY ITEMS:**

All the Goods in the GeM shall be offered on Free Delivery at Site basis including unloading. **HOWEVER, OIL SHALL PROVIDE CRANE FOR UNLOADING OF BULKY/HEAVY ITEMS ONLY.** Supplier shall depute adequate crew, who has experience of unloading of such items at Destination (Duliajan) with necessary safety gears i.e. helmet, safety boots, hand gloves etc. at unloading point.

The safety of the crew deputed by the supplier shall entirely be the responsibility of supplier and therefore they shall take all necessary measures/precautions to ensure that no injuries occur to personnel or property. Supplier must ensure that the crew involved for unloading are properly trained on the procedures and aware of the potential hazards while handling the items.

**15.1 UNLOADING OF TUBULARS:**

All the Goods in the GeM shall be offered on Free Delivery at Site basis including unloading. **HOWEVER, OIL SHALL PROVIDE CRANE FOR UNLOADING OF TUBULARS ONLY.** Supplier shall depute adequate crew, who has experience of unloading of tubulars, at Destination (Duliajan) with necessary safety gears i.e. helmet, safety boots, hand gloves etc. at unloading point. **THE ONLY RESPONSIBILITY OF THE CREW TO BE DEPUTED BY THE SUPPLIER IS TO FASTEN/FIX CRANE'S HOOK SLING TO BUNDLES ON THE LOADED VEHICLE.** Once the hook sling is securely fastened complying to the safety instructions, OIL's Crane shall

lift and unload tubulars from the vehicle. Following points are to be noted and complied in this connection:

- (a) Supplier to ensure that height of the loaded tubular is below the cabin height of the vehicle for safe off-loading.
- (b) Supplier to ensure that tubular bundles are securely fastened by very strong material to withstand the rigors of road transportation and capable of lifting by Crane. In the case tubular bundles are found loosened and/or tubulars found completely resting on the side support/bales of vehicle in way that it may free fall upon unshackling, OIL will not unload such vehicle due to safety reasons.

The safety of the crew deputed by the supplier shall entirely be the responsibility of supplier and therefore they shall take all necessary measures/precautions to ensure that no injuries occur to personnel or property. Supplier must ensure that the crew involved for unloading are properly trained on the procedures and aware of the potential hazards while handling tubulars.

\*\*\*\*\*

**PROFORMA – A**

**FORMAT FOR CERTIFICATE OF COMPLIANCE OF FINANCIAL CRITERIA  
(ON THE OFFICIAL PAD OF THE BIDDER TO BE EXECUTED BY THE AUTHORIZED SIGNATORY OF THE BIDDER)**

Ref: Clause No. A.2 (3.0) - Financial Criteria of the BEC

Tender No.: \_\_\_\_\_

I ..... the authorized signatory(s) of.....(Company or firm name of address) do hereby affirm and declare as under:-

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.

Place :.....

Date :.....

**signatory**

**Signature of the authorized**

**Note: This certificate are to be issued only considering the time required for preparation of Financial Statements i.e. if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date.**

**PROFORMA – B**

**CERTIFICATE OF ANNUAL TURNOVER & NETWORTH**

| <b>TO BE ISSUED BY PRACTISING CHARTERED ACCOUNTANTS' FIRM ON THEIR LETTER HEAD</b>  |  |  |
|---|--|--|
| <b><u>TO WHOM IT MAY CONCERN</u></b>  |  |  |
| This is to certify that the following financial positions extracted from audited financial statements of M/s..... (Name of the bidder) for the last 3 (three) completed accounting years upto.....(as the case may be) are correct. |  |  |
| YEAR  | TURNOVER<br>In INR (Rs.) Crores/<br>USD Million* | NET WORTH<br>In INR (Rs.) Crores /<br>USD Million* |
|   |  |  |
|   |  |  |
|   |  |  |
| *Rate of conversion (if used any): USD 1.00 = INR .....   |  |  |
| Place:  |  |  |
| Date:   |  |  |
| Seal:   |  |  |
| Membership No.:   |  |  |
| Registration Code:  |  |  |
| Signature:  |  |  |

***\*Applicable for Global Tenders.***

**NOTE: As per the guidelines of ICAI, every practicing CA is required to mention Unique Document Identification Number (UDIN) against each certification work done by them. Documents certified by CA without UDIN shall not be acceptable.**



## **PROFORMA – 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 undertakes 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 warranty 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.

for and on behalf of (Parent/Ultimate Parent/  
Holding Company) (Delete whichever not  
applicable)

Witness:

- 1.
- 2.

for and on behalf of (Bidder)

Witness:

- 1.
- 2.

**PROFORMA – D(I)**

**UNDERTAKING TOWARDS COMPLIANCE OF PROVISIONS FOR RESTRICTIONS ON PROCUREMENT FROM A  
BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH INDIA**

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

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

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

Tender No. \_\_\_\_\_ Date: \_\_\_\_\_

**OIL INDIA LIMITED  
MATERIALS DEPARTMENT,  
DULIAJAN, ASSAM, INDIA**

**Dear Sirs,**

We, M/s \_\_\_\_\_, have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; we certify that we are not from such a country/or if from such a country, have been registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and are eligible to be considered. *[wherever applicable, evidence of valid registration by the Competent Authority shall be attached]*

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)

**PROFORMA – D(II)**

**UNDERTAKING FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING**

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

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

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

Tender No. \_\_\_\_\_ Date: \_\_\_\_\_

**OIL INDIA LIMITED  
MATERIALS DEPARTMENT,  
DULIAJAN, ASSAM, INDIA**

**Dear Sirs,**

We, M/s \_\_\_\_\_, have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries, we certify that we are not from such a country/or if from such a country, have been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered. *[wherever applicable, evidence of valid registration by the Competent Authority shall be attached]*

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)

**PROFORMA – D(III)**

**ADDITIONAL UNDERTAKING BY BIDDER IN CASES OF SPECIFIED TRANSFER OF TECHNOLOGY**

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

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

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

Tender No. \_\_\_\_\_ Date: \_\_\_\_\_

**OIL INDIA LIMITED  
MATERIALS DEPARTMENT,  
DULIAJAN, ASSAM, INDIA**

We, M/s \_\_\_\_\_, have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that we do not have any ToT arrangement requiring registration with the competent authority.

OR

We, M/s \_\_\_\_\_, have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that we have valid registration to participate in this procurement. *[Evidence of valid registration by the Competent Authority shall be attached]*

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)

## **PROFORMA – E**

### **FORMAT FOR PERFORMANCE BANK GUARANTEE**

To,  
**GENERAL MANAGER – MATERIALS (HOD)**  
**OIL INDIA LIMITED, MATERIALS DEPARTMENT,**  
**DULIAJAN, ASSAM, INDIA, PIN – 786602**

WHEREAS.....(Name and address of Contractor)  
(hereinafter called "Contractor") had undertaken, in pursuance of Contact No..... to  
execute (Name of Contract and Brief Description of the Work) .....  
(hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank  
Guarantee as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we ( May incorporate the Bank Name) have agreed to give the Contractor such a Bank Guarantee; NOW  
THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total of (Amount of  
Guarantee in figures)..... (in words .....  
.....), such amount being payable in the types and proportions of currencies in which the Contract price is  
payable, and we undertake to pay you, upon your first written demand and without cavil or arguments, any sum or  
sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for  
your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the  
Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be  
performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall  
in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or  
modification.

This guarantee is valid until the .....day of.....

The details of the Issuing Bank and Controlling Bank are as under:

1. Issuing Bank:  
BANK FAX NO:  
BANK EMAIL ID:  
BANK TELEPHONE NO:  
IFSC CODE OF THE BANK:
2. Controlling Office:  
Address of the Controlling Office of the BG issuing Bank:  
Name of the Contract Person at the Controlling Office with Mobile No. and e-mail address:

Notwithstanding anything contained herein:

- (a) Our liability under this Bank Guarantee shall is restricted up to Rs.....
- (b) This guarantee shall be valid till .....
- (c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you  
serve upon us a written claim or demand on or before .....(Date of Expiry of BG PLUS  
one year claim period).
- (d) At the end of the claim period that is on or after.....(Date of expiry  
of.....the Bank Guarantee Plus Minimum of 1 year claim period shall be stipulated) all  
your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities  
under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by Bank.

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS.....  
Designation:.....  
Name of the Bank:.....  
Address:.....

**UNDERTAKING BY VENDOR ON SUBMISSION OF BANK GUARANTEE**

To,

Oil India Limited,  
Materials Department,  
Duliajan, Assam - 786602

We, M/s..... are submitting the Bid Security/Performance Security (strike out whichever not applicable) in favour of Oil India Limited, Duliajan in the form of bank guarantee bearing Reference No.....for an amount of INR.....valid up to ..... as per terms and conditions of Tender / Contract No.....

**BG issuing bank details:**

|                               |  |
|-------------------------------|--|
| Bank:                         |  |
| Branch:                       |  |
| IFS Code:                     |  |
| <b>Contact Details</b>        |  |
| E-mail Addresses:             | Mobile No.: Telephone<br>No.: Fax No.: |
| <b>Correspondence Address</b> |  |
| H No/Street/City:             | State: Country:<br>Pin Code:           |

**Declaration:**

We have arranged to send the confirmation of issuance of the bank guarantee via SFMS portal through our bank using the details mentioned in the tender and hereby confirming the correctness of the details mentioned.

Authorized Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Vendor Code: \_\_\_\_\_  
Email ID: \_\_\_\_\_  
Mobile No.: \_\_\_\_\_

Enclosure: Original bank guarantee

## **PROFORMA - F**

### **BID SECURITY FORM**

To:  
M/s. OIL INDIA LIMITED,  
MATERIALS DEPARTMENT

Whereas.....(hereinafter called 'the Bidder') has submitted their Bid No. .... dated..... against OIL INDIA LIMITED, DULIAJAN, ASSAM, INDIA (hereinafter called the Purchaser) 's Tender No. ....for the supply of ..... (hereinafter called 'the Bid') KNOW ALL MEN by these presents.

That we ..... of .....having our registered office at ..... (hereinafter called 'the Bank') are bound unto the Purchaser, in the sum of ..... for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the said Bank this .....day of .....

THE CONDITIONS of this obligation are:

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

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

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

The details of the Issuing Bank and Controlling Bank are as under:

A. Issuing Bank:

BANK FAX NO:  
BANK EMAIL ID:  
BANK TELEPHONE NO.:  
IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:  
Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

Notwithstanding anything contained herein:

- a) Our liability under this Bank Guarantee shall be restricted up to Rs .....
- b) This guarantee shall be valid till .....
- c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ..... (Date of Expiry of BG PLUS one year claim period).
- d) At the end of the claim period that is on or after ..... (Date of expiry of the Bank Guarantee Plus Minimum of 1 year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by Bank.

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS .....

Designation: .....

Name of Bank: .....

Address: .....

Date: .....

Place: .....



**PROFORMA - G**

**FORMAT OF UNDERTAKING BY BIDDERS TOWARDS SUBMISSION  
OF AUTHENTIC INFORMATION/DOCUMENTS**

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

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

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

To,

**General Manager (Materials)  
Materials Department  
Oil India Limited, Duliajan**

**Sub: Undertaking of authenticity of information/documents submitted**

**Ref: Your tender No. \_\_\_\_\_ Dated \_\_\_\_\_**

Sir,

With reference to our quotation no. .... dated..... 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)

## ANNEXURE – IV

### BID EVALUATION MATRIX (TECHNICAL) (TO BE FILLED IN BY BIDDER DULY SIGNED)

#### TECHNICAL SPECIFICATIONS

| Clause No. |   | BIDDER'S RESPONSE<br>(Complied / Not<br>Complied/Deviation / Not<br>Applicable) | TO BE FILLED BY THE BIDDER<br><br>Relevant Location of their Bid to<br>support the remarks/compliance<br><br>(Reference of Document name /<br>Serial number / Page number of<br>bid for documentary evidence) |
|------------|---|---|---|
| <b>A</b>   | <b>DRILL COLLAR (20 Numbers)</b>  |   |   |
|            | Type : Spiral grooved   |   |   |
|            | Outside Diameter : 120.65 mm (4.3/4 inch)   |   |   |
|            | Inside Diameter : 57.15 mm (2.1/4 inch)   |   |   |
|            | Length : 9.45 m (31 feet) +/- 6 inch (152.4 mm)   |   |   |
|            | Thread connections : API IF (RH) NC-35 box up & pin down  |   |   |
|            | OD of Slip recess : 111.12 mm (4.3/8 inch)  |   |   |
|            | Length of Slip Recess : 533.40 mm (21 inch) minimum   |   |   |
|            | Beginning of Slip Recess : 711.20 mm (28 inch) from box end   |   |   |
|            | Drill collars should have the following feature on their thread connections (box up x pin down):  |   |   |
| (a)        | API stress relief groove on pin end   |   |   |
| (b)        | API bore back box   |   |   |
| (c)        | All connections should be phosphatised  |   |   |
| (d)        | All thread roots should be cold rolled.   |   |   |
| (e)        | All connections should be coated with an API lubricant and provided with pressed steel thread protectors installed at both ends. Bidder should confirm the same while quoting.        |   |   |
| <b>B</b>   | <b>LIFTING PLUG (20 numbers)</b>  |   |   |
|            | Lifting Plug for the above drill collars having:  |   |   |
|            | 120.65 mm (4.3/4 inch) OD x 203.20 mm (8 inch) long neck, 165.10 mm (6.1/2 inch) OD Lifting face and API IF (RH) NC-35 pin connection with pressed steel thread protectors installed. |   |   |
|            | <b>NOTE:</b> <i>Lifting sub will not be accepted.</i>   |   |   |

|          |   |  |  |
|----------|---|--|--|
| <b>C</b> | <b>GENERAL NOTES TO BIDDERS</b>   |  |  |
| 1        | The drill collars and lifting plugs 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 API specification 7-1. This clause shall be valid for 18 months from date of shipment or 12 months from the date of commissioning of the items. The defective materials, if any, rejected by OIL shall be replaced by the supplier at their own expenses. Bidders must confirm the same in their quotations. |  |  |
| 2        | Drill collars and lifting plugs shall be Manufactured, Sampled, Tested, Inspected, Marked and Certified as per API Spec. 7-1 and Mill Inspection Certificate thereof should be forwarded along with supply. Bidder to confirm the same in their quotations. Bidder to forward a copy of valid API Spec. certificate along with their quotation.   |  |  |
| 3        | All thread connections and other physical properties should conform to API Spec. 7-1 latest edition.  |  |  |
| 4        | Marking shall be done as per API spec. 7-1 i.e. drill collars shall be die stamped on the OD with manufacturer's name or identification mark, the API monogram, outside diameter, bore & connection designation. Bidders are to confirm the same while quoting.   |  |  |
| 5        | The O.D, I.D. and length of the Drill-collars & Lifting Plugs must be exactly as specified in the Tender specification and tolerance as per API SPEC 7-1.   |  |  |
| 6        | Drill Collars shall be supplied with pressed steel thread protectors installed at both ends and lifting Plugs shall be supplied with pressed steel thread protectors installed at the pin end.  |  |  |
| 7        | The drill collars and lifting plugs shall be supplied with mill coating to protect these from rusting during shipment. Bidders are to confirm the same while quoting.   |  |  |
| 8        | The length of drill collar in metre must be stenciled on each length of drill collar.   |  |  |
| 9        | The quotation must accompany relevant catalogue, literature, drawing, etc in English language (US or UK) failing which the offer will be liable for rejection.  |  |  |
| 10       | Bidder should indicate the name of manufacturer, country of origin, port of dispatch of the materials.  |  |  |
| 11       | Any deviation(s) from the tender specification should be clearly highlighted specifying justification in support of deviation.  |  |  |
| 12       | Bidder should note that in the event of an order that the API licenses for manufacturing the Drill Collar along with authorization for API monogramming should be valid, without any break, till execution of purchase order. Valid relevant API certificate to be submitted along with the supply. Bidder should categorically confirm compliance while quoting.   |  |  |
| <b>D</b> | <b>THIRD PARTY INSPECTION</b>   |  |  |
|          | OIL shall arrange and bear for Third Party Inspection of the materials at Bidder's/ Manufacturer's plant as per the broad Scope of Work mentioned herein the tender. Bidder shall extend all necessary facility to the Third Party Inspection Agency for smooth conduct of the inspection.  |  |  |
| <b>1</b> | Inspection by the OIL nominated independent third party shall cover the following against all drill collars:  |  |  |

|          |   |  |  |
|----------|---|--|--|
|          | (I) Material identification.<br>(II) Stage Inspection at random visit basis during manufacturing<br>(III) Audit and endorsement or verification of certificates of all chemical analysis and physical test reports.<br>(IV) Witness dimensional checks<br>(V) Witness / verification of certificate of mechanical test<br>(VI) Witness / verification of certificate of NDT/ NDE as per API Spec 7-1.<br>(VII) Visual inspection for imperfections<br>(VIII) Witness / verification of certificate of Longitudinal defect identification<br>(IX) Witness / verification of certificate of Transverse defects identification.<br>(X) Joint inspection<br>(XI) Thread inspection<br>(XII) Issue of certificates |  |  |
| <b>2</b> | <b>TERMS &amp; CONDITIONS FOR THIRD PARTY INSPECTION (TPI)</b>  |  |  |
| (a)      | OIL shall arrange for inspection (TPI) of the materials through OIL's nominated Third Party Inspection Agency at Bidder's/Manufacturer's plant/premises as per the broad Scope of Work mentioned the tender. All cost towards the engagement of Third Party Inspection Agency shall be borne by OIL. <b><u>BIDDER SHALL NOT QUOTE/INCLUDE THE COST OF THIRD PARTY INSPECTION IN THEIR OFFER</u></b> . However, Bidder shall extend all necessary facility to the satisfaction of Third Party Inspection Agency for smooth conduct of the inspection.  |  |  |
| (b)      | Bidder shall clearly indicate in the technical bid the place/plant where Third Party Inspection of the materials shall be conducted, in the event of an order.  |  |  |
| (c)      | Supplier shall convey to OIL the production schedule within 02(two) weeks from the date of Letter of Award (LOA)/Purchase order so that OIL can deploy the TPI agency to carry out inspection at bidder's/manufacturer's premises accordingly. Additionally, Supplier shall send a notice in writing/e-mail to the OIL at least 15 days in advance specifying the exact schedule and place of inspection (TPI) as per the Purchase Order and OIL upon receipt of such notice shall notify to the supplier the date and time when the materials would be inspected by OIL nominated TPI Agency.  |  |  |
| (d)      | The supplier shall provide, without any extra charge to OIL, all materials, tools, labour and assistance of every kind which the OIL nominated TPI Agency may demand for any test or examination required at supplier's premises. The supplier shall also provide and deliver sample from the material under inspection, free of charge, at any such place other than their premises as the TPI Agency may specify for acceptance tests for which the supplier does not have the facilities for such tests at their premises. In the event of testing outside owing to lack of test facility at supplier's premises, the supplier shall bear cost of such test, if any.                                       |  |  |
| (e)      | The supplier shall not be entitled to object on any ground whatsoever to the method of testing adopted by the OIL nominated TPI Agency.   |  |  |

|     |   |  |  |
|-----|---|--|--|
| (f) | Unless otherwise provided for in the Purchase Order, the quantity of materials expended in test will be borne by supplier.  |  |  |
| (g) | The decision of the Third Party Inspection Agency nominated by OIL regarding acceptance/rejection of material shall be final and binding on the supplier.   |  |  |
| (h) | Upon successful completion of the TPI and acceptance of the TPI reports by OIL, Bidder/Supplier shall be intimated by OIL for dispatch of the materials. The materials should be despatched only after receipt of dispatch clearance from OIL.  |  |  |
| (i) | Acceptance of the TPI reports and receipt of dispatch intimation from OIL do not absolve the bidder from any warranty obligations or waive the bidder from OIL's right for rejection of the materials after receipt at site.  |  |  |
| (j) | Notwithstanding clauses contained herein above, in the event the materials under inspection fails to conform to purchase order specification and are rejected by OIL nominated Third Party Inspection agency, OIL may recover all cost incurred for re-inspection of the materials from the supplier. |  |  |

### TECHNICAL CHECKLIST

| Please select "Yes", "No" or "Not Applicable" to the following questions, in the right-hand column. |  | YES/NO | REMARKS |
|---|--|--------|---------|
| 1   | Whether quoting for the item as manufacturer?  |        |         |
| 2   | Whether quoting for the item as sole selling agent/distributor/dealer/supply house of any manufacturer?  |        |         |
| 3   | Whether the offered Drill Collars and Lifting Plugs are as per the tender specifications & features in all respect?  |        |         |
| 4   | Whether the OD, ID and length of the Drill collars & Lifting plugs will be as per NIT specification and tolerance as per API Spec 7-1?                               |        |         |
| 5   | Whether pressed steel thread protectors are provided as per NIT?   |        |         |
| 6   | Whether the offered Drill collars are with Stress- relief groove on Pin and Bore-back box as mentioned in the NIT?   |        |         |
| 7   | Whether the threads of the Drill collars are cold-rolled and phosphatised?   |        |         |
| 8   | Whether the offered Drill Collars and Lifting Plugs are made from AISI 4145H modified Alloy Steel fully heat treated to 285-341 BHN in accordance with API Spec 7-1? |        |         |
| 9   | Whether the offered items are brand new, unused, free from any kind of defect and of prime quality?  |        |         |
| 10  | Whether a copy of valid API Spec 7-1 certificate enclosed with the quotation?  |        |         |
| 11  | Whether name of manufacturer & country of origin indicated?  |        |         |
| 12  | Whether authorization certificate from manufacturer with warranty support provided if the bidder is not a manufacturer?  |        |         |
| 13  | Whether relevant Catalogue, Drawings, Literatures etc in English language (US or UK) enclosed with the quotation?  |        |         |
| 14  | Whether documentary evidence of previous orders & performance report enclosed as desired vide Notes of the NIT?  |        |         |

|                  |  |  |  |
|------------------|--|--|--|
| 15               | Whether warranty would be for 18 months from date of receipt or 12 months from date of commissioning of the items?   |  |  |
| 16               | Whether the defective item/ parts, if any, rejected by us will be replaced by you free of cost?  |  |  |
| 17               | Any deviation from tender Specification and Terms & Conditions?  |  |  |
| 18               | Whether the Drill Collars shall be die stamped on the OD with manufacturer's name or identification mark, the API monogram, outside diameter, bore & connection as per API Spec 7 – 1?   |  |  |
| <b>CHECKLIST</b> |  |  |  |
| 1.0              | Whether quoted as manufacturer?  |  |  |
| 2.0              | Whether quoted as OEM Dealer/Supply House?   |  |  |
| 3.0              | If quoted as OEM Dealer/Supply House -   |  |  |
|                  | 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?   |  |  |
| 4.0              | Whether agreed to the tender warranty clause of the tender?  |  |  |
| 5.0              | Whether confirmed Bid validity as per tender requirement?  |  |  |
| 6.0              | Whether submitted Bid Security as per the tender requirement?  |  |  |
| 7.0              | Whether quoted a firm delivery period as per the tender requirement?   |  |  |
| 8.0              | Whether confirmed to submit PBG as asked for in tender?  |  |  |
| 9.0              | Whether confirmed Bid Validity as per the tender requirement?  |  |  |
| 10.0             | Whether confirmed Payment Terms as per the tender?   |  |  |
| 11.0             | Whether quoted as MSE unit? If yes, whether necessary document submitted?  |  |  |
| 12.0             | Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide office memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020 (order-Public Procurement no.1) has proclaimed the insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 w.e.f. 23rd July, 2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence of India on matters directly or indirectly related thereto including national security. Bidders are requested to take note of the office memorandum and submit their offers accordingly, wherever applicable.<br><br>In this regard, bidders must submit duly sealed & signed undertaking as per format provided vide, <b>PROFORMA – D(I), D(II) &amp; D(III)</b> along with the technical bid. Whether uploaded along with the bid? |  |  |
| 13.0             | Whether indicated the country of origin for the items quoted? Please mention the "Country of origin" under Remarks here.   |  |  |

### ANNEXURE – V

#### BID EVALUATION MATRIX (BID REJECTION CRITERIA) (TO BE FILLED IN BY BIDDER DULY SIGNED)

##### BID EVALUATION CRITERIA

| Clause Number | DESCRIPTION  | BIDDER'S RESPONSE<br>(Complied / Not Complied /Deviation/Not Applicable) | TO BE FILLED BY THE BIDDER<br><br>Relevant Location of their Bid to support the remarks / compliance<br><br>(Reference of Document name / Serial number / Page number of bid for documentary evidence) |
|---------------|--|--|--|
| <b>A.1</b>    | <b>BRC-TECHNICAL</b>   |  |  |
| 1.0           | The technical specification including O.D, I.D. and length of the Drill-collars & Lifting Plugs should be exactly as specified in the tender specification and tolerance as per API SPEC 7-1 ( <i>First Edition and subsequent addendums</i> ).  |  |  |
| 2.0           | The Drill Collars threads should be with Stress-relief grooves on Pin ends & Bore-back on box ends as indicated in the tender.   |  |  |
| 3.0           | Threads of all Drill Collars should be cold rolled and phosphatised.   |  |  |
| 4.0           | The Drill collars should be from API approved mill having valid API Spec 7-1 certificate. The certificate is to be submitted with the quotation.   |  |  |
| <b>5.0</b>    | <b>MANUFACTURER'S EXPERIENCE:</b>  |  |  |
|               | In case the bidder is a manufacturer of the offered item(s), then bidder must furnish the following documents along with the technical bid failing which the bids will be rejected.  |  |  |
| 5.1           | The bidder should have minimum 5 years continuous experience of manufacturing of Drill collars conforming to API spec. 7-1( <i>First Edition and subsequent addendums</i> ). For this purpose, the period reckoned shall be period prior to the date of original bid closing date of the tender.<br><br>Copies of API 7-1 certificates ( <i>having authorization for drill collars and threading of rotary shouldered connections</i> ) for the last 5 (Five) years ( <i>i.e., continuous without having any break in between</i> ) must be submitted along with the techno - commercial bid. Bids without copies of valid API 7-1 certificates ( <i>First Edition and subsequent addendums</i> ) or with a break in between will be rejected. |  |  |
| 5.2           | The bidder should have manufactured and supplied minimum 50% ( <i>to be rounded to next higher whole figure</i> ) of the tendered quantity of -<br><br>(i) Drill Collars ( <i>irrespective of size</i> ) under API 7-1 certification to OIL in the last 20 (twenty) years as   |  |  |

|     |   |  |  |
|-----|---|--|--|
|     | <p>on original bid closing date of the tender.</p> <p style="text-align: center;"><b>OR</b></p> <p>(ii) Drill collar of same or higher diameter under API 7-1 certification to other E&amp;P companies/Drilling Contractors/Drilling service providers in the last 5 (five) years as on original bid closing date of the tender <i>(either by themselves or through their sole selling agent/distributor/dealer/ supply house)</i>.</p> <p>Documentary evidence in respect of manufacturing and supplying the above mentioned items should be submitted with the technical bid in the form of copies of relevant signed Purchase Orders along with copies of any of the following documents in respect of satisfactory execution of each of those Purchase Orders failing which the bids will be rejected:</p> <ol style="list-style-type: none"> <li>Signed and sealed Satisfactory supply / completion / installation report <i>(in original on user's letter head)</i> OR</li> <li>Bill of Lading (OR)</li> <li>Consignee delivery receipt / challan (OR)</li> <li>Central Excise Gate Pass / Tax Invoice issued under relevant rules of Central Excise / Vat / GST. (OR)</li> <li>Commercial Invoice / Payment Invoice.</li> </ol> <p><b>Note:</b></p> <ol style="list-style-type: none"> <li><i>The Purchase Order date need not be within 05 (five) years preceding original bid closing date of this tender. However, the execution of supply should be within 05 (five) years preceding original bid closing date of this tender.</i></li> <li><i>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.</i></li> <li><i>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.</i></li> <li><i>A job executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC.</i></li> </ol> |  |  |
| 5.3 | The bidder shall confirm that the equipment/products will be tested and certified as per API 7-1 <i>(First Edition and subsequent addendums)</i> .  |  |  |
| 5.4 | The bidder must keep API licenses along with authorization for API monogram valid till execution of purchase order and must confirm that the offered product will be supplied with API Monogram.  |  |  |



|            |  |  |  |
|------------|--|--|--|
| 5.5        | In case renewal process of API license is in progress at the time of bidding, the manufacturer should furnish a letter from API to this effect that renewal of the license is under examination with API and is authorized to manufacture the items as per API license and to use API monogram till the renewal for license is issued. The bidder shall also submit an undertaking that delay in renewal of API certificate shall not affect the stipulated delivery schedule of the tender / purchase order.  |  |  |
| 5.6        | If the bidder is a manufacturer and has supplied minimum 50% (to be rounded to next higher whole figure) of the tendered quantity of Drill Collar (irrespective of size) to OIL in the last 20 (twenty) years as on original bid closing date of the tender and whose past performance has been satisfactory, the bidder shall have to only indicate the Purchase Order (P.O.) No. of OIL in their technical bid.  |  |  |
| <b>6.0</b> | <b>IN CASE THE BIDDER IS NOT A MANUFACTURER</b>  |  |  |
|            | If the bidder is a sole selling agent / distributor / dealer / supply house of any manufacturer, then bidder must furnish the following documents along with the technical bid failing which the bids will be rejected:  |  |  |
| 6.1        | Authorization certificate from the manufacturer (in original on manufacturer's letter head with signature & stamp) should be submitted along with the technical bid. This certificate should be valid at the time of bidding and should remain valid during the entire execution period of the order.  |  |  |
| 6.2        | Undertaking from the manufacturer ( <i>in original on manufacturer's letter head with signature &amp; stamp</i> ) guaranteeing supply of items to the bidder in the event of an order on the bidder. This certificate should be valid at the time of bidding and should remain valid during the entire execution period of the order.  |  |  |
| 6.3        | Warranty backup from the manufacturer in original on manufacturer's letter head ( <i>with signature &amp; stamp</i> ) against the quality of the tendered item(s) as specified in the tender.  |  |  |
| 6.4        | Copies of API Spec 7-1 certificates as per clause 5.1 of the OEM of their quoted product to be submitted along with the bid.   |  |  |
| 6.5        | Documentary evidence in respect of manufacturing and supply experience as specified under para 5.0 (5.1 & 5.2) from the concerned manufacturer ( <i>having supplied such items either by manufacturer themselves or through their sole selling agent/distributor/dealer/supply house</i> ) along with the techno-commercial bid.   |  |  |
| 6.6        | Documentary evidence in respect of bidder's own supply experience of supplying minimum 50% ( <i>to be rounded to next higher whole figure</i> ) of the tendered quantity of Drill Collar of same or higher diameter under API 7-1 certification to any E&P companies/ Drilling Contractors/Drilling service providers during last 5 (five) years as on original bid closing of the tender as specified. Documentary evidence in respect of supplying the above-mentioned items should be submitted with the technical bid, in the form of copies of relevant signed Purchase Orders along with copies of any of the following documents in respect of satisfactory execution of each of those Purchase Orders failing which the bids will be rejected: |  |  |

|            |  |  |  |
|------------|--|--|--|
|            | <p>I. Signed and sealed Satisfactory supply / completion / installation report (in original on user's letter head) OR</p> <p>II. Bill of Lading (OR)</p> <p>III. Consignee delivery receipt / challan (OR)</p> <p>IV. Central Excise Gate Pass / Tax Invoice issued under relevant rules of Central Excise / Vat / GST. (OR)</p> <p>V. Commercial Invoice / Payment Invoice.</p> <p><b>Note:</b></p> <p>a) <i>The Purchase Order date need not be within 05 (five) years preceding original bid closing date of this tender. However, the execution of supply should be within 05 (five) years preceding original bid closing date of this tender.</i></p> <p>b) <i>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.</i></p> <p>c) <i>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.</i></p> <p>d) <i>A job executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC.</i></p> |  |  |
| 6.7        | <p>If the bidder is sole selling agent / distributor / dealer / supply house of any manufacturer and have successfully supplied minimum 50% of the tendered quantity of drill collars (<i>irrespective of size</i>) to OIL in the last 05 (five) years as on original bid closing date and whose past performance has been satisfactory, the bidder need not satisfy Clause 6.6. In this situation the bidder shall have to indicate the Purchase Order (P.O.) No. of OIL in their technical bid. However, this exemption shall be applicable only if the bidder has declared in the bid that they will be supplying the tendered item from the same manufacturer as per the last order supply.</p>  |  |  |
| <b>7.0</b> | <b>Additional Documents:</b>   |  |  |
| 7.1        | <p>In case, for supplementing manufacturer's supply experience criteria (5.2), the manufacturer submits Purchase Order(s) and relevant documents which is through their sole selling agent/distributor/dealer/ supply house, then following additional documents are also to be submitted:</p> <p>a) Copies of signed Purchase Order(s) /Contract agreement(s) between the manufacturer and the sole selling agent/distributor/dealer/supply house and copies of any of the following documents in respect of satisfactory execution of each of those Purchase Order(s)/Contract agreement(s).</p> <p>i) Bill of Lading (OR)</p> <p>ii) Commercial Invoice / Payment of Invoice of the OEM (OR)</p>  |  |  |

|            |   |  |  |
|------------|---|--|--|
|            | iii) Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/Vat/GST.  |  |  |
| 7.2        | <p>In case, for supplementing the supply experience criteria for both itself and the manufacturer (6.5 &amp; 6.6), the sole selling agent/distributor/dealer/supply house of the manufacturer submits same set of signed Purchase Order(s) and relevant documents, then following additional documents are also to be submitted:</p> <p>a) Copies of signed Purchase Order(s) /Contract agreement(s) between the manufacturer and the sole selling agent/distributor/dealer/supply house and copies of any of the following documents in respect of satisfactory execution of each of those Purchase Order(s)/Contract agreement(s).</p> <p>i) Bill of Lading (OR)</p> <p>ii) Commercial Invoice / Payment of Invoice of the OEM (OR)</p> <p>iii) Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/Vat/GST.</p> |  |  |
| 8.0        | <b>DELIVERY PERIOD:</b>   |  |  |
|            | <p>Delivery to be completed within <b>210 days</b> from the date of placement of order by OIL. The date of receipt of materials at site shall be considered as the date of delivery. Bidders must categorically confirm the above in their Technical Bid.</p> <p>Bids submitted by Bidders quoting delivery period more than the abovementioned duration shall not be accepted. Bidders must categorically confirm the delivery period in their Technical Bid.</p>  |  |  |
| <b>A.2</b> | <b>BRC - FINANCIAL:</b>   |  |  |
| 1.0        | <p>The bidder must have an annual financial turnover from Operations of minimum <b>INR 18,67,460.00</b> during any of the preceding 3 (Three) financial/accounting years reckoned from the original bid closing date of the tender Audited Annual Reports.</p> <p><i>[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).]</i></p>  |  |  |
| 2.0        | <p>"Net Worth" of the bidder must be positive for the financial/accounting year just preceding to the original Bid Closing Date of the Tender.</p> <p><i>[Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium - Aggregate value of accumulated losses (excluding revaluation reserves) - deferred expenditure -</i></p>   |  |  |

|     |   |  |  |
|-----|---|--|--|
|     | <i>Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation"]</i>   |  |  |
| 3.0 | <p>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 (<b>PROFORMA - A</b>) certifying that 'the balance sheet/Financial Statements for the financial year (as applicable) has actually not been audited so far'.</p> <p><b>Note:</b></p> <p>a) For proof of Annual Turnover &amp; Net worth any one of the following document must be submitted along with the technical bid:-</p> <p>i) A certificate issued by a practicing Chartered Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual Turnover &amp; Net worth as per format prescribed in (<b>PROFORMA – B</b>)</p> <p>OR</p> <p>ii) Audited Balance Sheet alongwith Profit &amp; Loss account. In case of foreign bidders, self-attested/digitally signed printed published accounts are also acceptable.</p> <p>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.</p> |  |  |
| 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\$.   |  |  |
| 5.0 | 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:   |  |  |
|  | <ul style="list-style-type: none"> <li>(i) Turnover of the parent/ultimate parent/holding company should be in line with Para A.2 (1.0) above.</li> <li>(ii) Net Worth of the parent/ultimate parent/holding company should be positive in line with Para A.2 (2.0) above</li> <li>(iii) Corporate Guarantee (<b>PROFORMA - C</b>) 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.</li> <li>(iv) Documents to substantiate that the bidder is as 100% subsidiary of the parent/ultimate parent/holding company.</li> </ul> |  |  |

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