

## **FORWARDING LETTER**

M/s \_\_\_\_\_

**Sub: Tender No. SDG3638P20/06 Dated 28.01.2020 for PROCUREMENT OF 3" LEFT HAND SQUARE KELLY, TOTAL QUANTITY: 04 NOS.**

Dear Sirs,

- 1.0 OIL INDIA LIMITED (OIL), a “Navaratna” Category, Government of India Enterprise, is a premier oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Duliajan is well connected by Air with nearest Airport being at Dibrugarh, 45 km away.
- 2.0 In connection with its operations, OIL invites International Competitive Bids (ICB) from competent and experienced manufacturers through OIL’s e-procurement site for **“PROCUREMENT OF 3" LEFT HAND SQUARE KELLY”**. One complete set of Bid Document for above is uploaded in OIL’s e-procurement portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL’s e-procurement portal. For your ready reference, few salient points of the Tender are highlighted below:

E-Tender No	:	<b>SDG3638P20/06 Dated 28.01.2020</b>
Type of Bidding	:	<b>SINGLE STAGE TWO BID SYSTEM</b>
Tender Fee	:	NOT APPLICABLE
Bid Closing Date & Time	:	<b>25.03.2020; 11:00 HRS.</b>
Technical Bid Opening Date & Time	:	<b>25.03.2020; 14:00 HRS.</b>
Price Bid Opening Date & Time	:	To be decided later and shall be intimated separately to the technically qualifying bidders
Bid Security Amount	:	<b>INR 110,680.00 OR USD 1530.00</b>
Bid Security Validity	:	Upto <b>30.10.2020</b>
Bid Submission Mode	:	Bids must be uploaded online in OIL’s E-procurement portal
Bid Opening Place	:	Office of GM-Materials, Materials Department, Oil India Limited, Duliajan -786602, Assam, India.
Bid Validity	:	Bid should be valid for <b>120 days</b> from actual bid closing date.
Original Bid Security to be submitted	:	Office of GM-Materials, Materials Department, Oil India Limited, Duliajan -786602, Assam, India.

Performance Guarantee	:	<b>Applicable @ 10% of Order value</b>
Integrity Pact	:	<b>Applicable</b>
Contact Details	:	KUMAR ABHIMANYU, MATERIALS MANAGER(FD) E-MAIL: MATDMMFD1@OILINDIA.IN; PHN: 0374-2808724
E-Tender technical Support	:	TEL: 0374- 2804903, 2807171, 2807192, E-MAIL: ERP_MM@OILINDIA.IN
Bids to be addressed to	:	GM-Materials, Materials Department, Oil India Limited, Duliajan -786602, Assam, India.
<b>LIST OF ANNEXURES APPLICABLE</b>		
General Terms & Conditions	:	MM/GLOBAL/E-01/2005 for E-Procurement ICB Tenders
Annexure-A	:	Specification and various notes to bidders
Annexure-B	:	Bid Evaluation & Rejection Criteria
Annexure-C	:	Commercial Checklist
Annexure-I	:	Technical checklist
Appendix-A2	:	PPLC Policy
Appendix-A3	:	Format of undertaking by Bidders towards submission of authentic information/documents
Annexure-D	:	Format for certificate of annual turnover & net worth
Annexure-II & I	:	Matrixes for Technical & BEC/BRC Evaluation
Others	:	Any other document uploaded online in OIL's E-procurement portal.

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

Thanking you,  
Yours faithfully,  
OIL INDIA LIMITED

sd/-  
(KUMAR ABHIMANYU)  
Materials Manager (FD)  
For GM Materials  
For Resident Chief Executive

**AA:: TECHNICAL SPECIFICATIONS & QUANTITY OF ITEMS**

SL NO	ITEM DESCRIPTION	QUANTITY
10	<p>3.00 INCHES SQUARE LEFT HAND KELLY - 04 NUMBERS</p> <p>1.0) SQUARE KELLY MANUFACTURED, TESTED, CERTIFIED AND MARKED AS PER API SPEC 7-1 (LATEST EDITION) AND ISO 10424-1 &amp; BEARING THE API MONOGRAM MARK, MANUFACTURED FROM AISI 4145 H API MODIFIED ALLOY STEEL FROM SPECIALLY STRAIGHTENED KELLY BARS, FULL LENGTH QUENCHED AND TEMPERED, BRINELL HARDNESS: 285-341, MINIMUM IMPACT STRENGTH VALUE OF 54 JOULES AS PER ASTM A 370 &amp; ASTM E 23 OR ISO 148 CHARPY-V, AND WITH THE FOLLOWING SPECIFICATION:</p> <p>a) NOMINAL SIZE : 3.00" (76.20 MM)  b) OVERALL LENGTH : 40 FT. (12.19 M)  c) LENGTH OF DRIVE SECTION : 37 FT. (11.28 M)  d) WIDTH ACROSS FLATS : 3.00" (76.20 MM)  e) WIDTH ACROSS CORNERS : About 3.94"(100 MM)  f) INSIDE DIAMETER : 1.3/4" (44.40 MM)</p> <p>2.0) UPPER UPSET:</p> <p>5.3/4" (146.00 MM) OD X 16" (406.40 MM) LENGTH WITH 4.1/2" API REG. RIGHT HAND BOX-UP CONNECTION.</p> <p>3.0) LOWER UPSET:</p> <p>4.1/8" (104.80 MM) OD X 20" (508.0 MM) LENGTH WITH 2.7/8" API IF (NC-31) LEFT HAND PIN DOWN CONNECTION.</p> <p>4.0) THE CONNECTIONS SHALL BE COLD ROLLED PHOSPHATISED THREADS, COMPLETE WITH PRESSED STEEL PROTECTORS ON BOTH ENDS.</p> <p>5.0) A GALL-RESISTANT TREATMENT OF ZINC OR MANGANESE PHOSPHATE SHALL BE APPLIED TO THE THREADS AND SEALING SHOULDERS OF BOTH THE UPPER AND LOWER CONNECTIONS. APPLICATION OF THE TREATMENT SHALL BE AFTER COMPLETION OF ALL GAUGING</p> <p>6.0) THE KELLYS SHALL BEAR THE API MONOGRAM MARK AND SHOULD BE SUPPLIED IN STEEL SHIPPING SCABBARD AND SECURED PROPERLY.</p>	<b>04 NOS.</b>

**BB :: SPECIAL NOTES TO BIDDERS**

3" (inch) LEFT HAND SQUARE KELLY:

1. Bidder should confirm that the items shall be brand new, unused & of prime quality and of recent manufacture. Bidder shall warrant (in the event of an order) that the product supplied will be free from all defects & fault in material, workmanship & manufacture and shall be in full conformity with ordered specifications. This clause shall be valid for 18 months from date of dispatch/shipment or 12 months from date of receipt of the items at site whichever is earlier. In the event any item is found defective, then it should be replaced by the supplier free of cost without any burden on Oil India Limited. Bidders must confirm the same in their quotations.
2. The Kellys shall be manufactured from AISI 4145 H API modified alloy steel, full length quenched and tempered. Brinell hardness should be in the range of 285-341 and the minimum Charpy impact value of 40 ft-lbs. The Kellys should be manufactured from specially straightened Kelly bars and inspected thoroughly.
3. The Kellys shall be manufactured in full conformance to **API Specification 7-1, API RP7G and ISO 10424-1.**

In support of manufacturing the Kellys as per API, the bidder should submit copies of API 7-1 certificates (having authorization for Kellys) with validity covering minimum 5 (FIVE) years continuously reckoned prior to the original bid closing date of the tender.


4. The Bidder should indicate the dimensions and weight of the offered items, the name of the manufacturer, the country of origin and port of dispatch of the materials.
5. Marking shall be done as per **API Specification 7-1**, i.e. Kellys shall be die-stamped on the OD of the upper upset with the manufacturer's name or mark, the manufacturer's license number, the API monogram, the month and year of manufacture and the size & style of the upper connection. The lower upset shall be die-stamped on the OD with size & style of the lower connection. The Kellys must come with a Kelly Scabbard of steel make for preventing any damage during transportation. Bidders must confirm compliance to the same while quoting.
6. The exterior of the Kellys should be painted to prevent against rust. Threads should be doped with lubricant as per API Specification 7-1 and should be protected by pressed steel thread protector.
7. Threading & gauging should be done in accordance with API Specification 7-1.
8. Standard mill test certificates are to be provided with the shipment of material (if ordered) & the bidder must confirm the same while quoting.
9. Relevant catalogue, literature, drawing etc. having detailed materials composition must be forwarded along with the quotation for the offered Kellys.
10. Bidder should note that in the event of an order the API licenses for manufacturing the KELLYS 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.
11. Any deviation(s) from the tender specification should be clearly highlighted specifying justification in support of deviation.
12. Bidder to sign and submit completely filled up Technical Evaluation Matrix for Bid Evaluation Criteria and Technical specification.

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**CC:: GENERAL NOTES TO BIDDERS:**

Sl No	Clause description
1.0	Tender fee is not applicable against this tender.
2.0	<p><b>Submission of Bid Security/EMD/Performance Bank Guarantee – Must be paid either through online mode or Submission of Bank Guarantee/LC only. No DD/Cheques/Cashier Cheque or any other mode will be acceptable.</b></p> <p>The Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:</p> <p>(i) MT 760 / MT 760 COV for issuance of Bank Guarantee</p> <p>(ii) MT 760 / MT 767 COV for amendment of Bank Guarantee</p> <p>The above message / intimation shall be sent through SFMS by the BG issuing Bank branch to HDFC Bank, Duliajan Branch, IFS Code – HDFC0002118; SWIFT Code - HDFCINBBCAL.</p> <p>Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602.</p> <p>b. The vendor shall submit to OIL the copy of the SFMS message as sent by the issuing bank branch along with the original bank guarantee.</p>

3.0	<p>a) Bidders without having E-tender Login ID and Password should complete their online registration at least seven (7) days prior to the scheduled bid closing date and time of the tender. For online registration, Bidder may visit the OIL's E-tender site <a href="https://etender.srm.oilindia.in/irj/portal">https://etender.srm.oilindia.in/irj/portal</a></p> <p>b) Necessary Login ID &amp; Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID &amp; Password and request for bid closing date extension on that plea shall not be entertained by Company.</p> <p>c) MSEs Units (manufacturers/Service Providers only and not their dealers/distributors) who are already registered with District Industry Centers or Khadi &amp; Village Industries Commission or Khadi &amp; Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts &amp; Handloom or any other body specified by Ministry of MSME are exempted from payment of Bid Security (EMD) irrespective of monetary limit mentioned in their registration, provided they are registered for the item they intend to quote/participate.</p> <p>d) For availing benefits under Public Procurement Policy (Purchase preference &amp; EMD exemption), the interested MSE Bidders must ensure that they are the manufacturer/ service provider of tendered item(s) and registered with the appropriate authority for the said item(s). Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant MSE Certificate issued by appropriate authority specifying the item as per tender. Therefore, it is in the interest of such MSE Vendors to furnish a copy of complete certificate to the concerned tender handling officer of OIL at least seven (7) days prior to the scheduled Bid Closing Date of the tender; seeking clarification/confirmation as to whether their registered item is eligible for EMD exemption or not. Late communication in this regard and request for bid closing date extension on that plea shall not be entertained by Company.</p>
4.0	The tender will be governed by "General Terms & Conditions" for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders) including Amendments & Addendum to "General Terms & Conditions" for e-Procurement.
5.0	Bid must be submitted online through OIL's e-procurement portal. Bid submitted in any other form will be rejected.
6.0	<p>Please note that all tender forms and supporting documents are to be submitted through OIL's e-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribing tender no. and due date to The DGM Materials, Materials Department, Oil India Limited, Duliajan-786602, Assam on or before 13:00 hrs (IST) on the Bid Closing Date mentioned in the Tender.</p> <p><b>a) Original Bid Security along with two duplicate copies of Bid Security.</b></p> <p><b>b) Any other documents which have been particularly asked for in this tender for submission.</b></p>
7.0	Bidders must ensure that their bid is uploaded in the system before the tender closing date and time. Also, they must ensure that above documents which are to be submitted in a sealed envelope are also submitted at the above mentioned address before the bid closing date and time, failing which the offer shall be rejected.

8.0	<p>The tender is invited under <b>SINGLE STAGE-TWO BID SYSTEM</b>. The bidder has to submit both the <b>“TECHNO-COMMERCIAL UNPRICED BID”</b> and <b>“PRICED BID”</b> through electronic form in the OIL’s e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The “Techno-commercial Unpriced Bid” shall contain all technical and commercial details except the prices which shall be kept blank. Details of prices as per Bid format / Commercial bid to be uploaded as attachment in the Attachment Tab “Notes and Attachments”. <b>Any offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria mentioned in the tender.</b></p> <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="border: 1px solid black; padding: 2px; background-color: #f0f0f0;">Notes and Attachments</div> <div style="background-color: yellow; padding: 2px;"><b>→ Only Price Details Should Be Uploaded</b></div> </div> <div style="display: flex; justify-content: space-between; align-items: center; margin-top: 10px;"> <div style="border: 1px solid black; padding: 2px; background-color: #f0f0f0;">Technical attachments</div> <div style="background-color: yellow; padding: 2px;"><b>→ All technical bid documents except price details</b></div> </div> <p><b>Please do refer “NEW INSTRUCTION TO BIDDER FOR SUBMISSION” for the above two points and also please refer “New Vendor Manual (effective from 12.04.2017)” available in the login Page of the OIL’s E-tender Portal.</b></p> <div style="border: 1px solid black; padding: 10px; margin-top: 10px;">  </div>
9.0	<p>In Technical Bid opening, only Technical Rfx will be opened. Therefore, the bidder should ensure that “TECHNO-COMMERCIAL UNPRICED BID” should contain details as mentioned in the technical specifications as well as BEC/ BRC and upload the same in the Technical Rfx Response-&gt; User - &gt; Technical Bid. <b><u>No price should be given in above Technical Rfx otherwise the offer will be rejected.</u></b> Please go through the help document in details before uploading the document and ensure uploading of technical bid in the Technical Rfx Response-&gt; User - &gt; Technical Bid only. The “PRICE BID” must contain the price schedule and the bidder’s commercial terms and conditions. Details of prices as per Bid format / Commercial bid can be uploaded as Attachment under the attachment option under “Notes &amp; Attachments”.</p>
10.0	<p>PRICED BIDS OF ONLY THOSE BIDDERS WILL BE OPENED WHOSE OFFERS ARE FOUND TO BE TECHNO-COMMERCIALLY ACCEPTABLE.</p>
11.0	<p>Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in rejection of its offer without seeking any clarifications.</p>

12.0	Please mention clearly in your quotation the Net. Weight, Gross Weight & Volume, Indian Agent's Name and its Commission, Payment Terms, Ocean Freight/Air Freight Charges, Port of Loading, Delivery period, Country of origin with manufacturer's name, etc.
13.0	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.
14.0	Other terms and conditions of the tender shall be as per "General Terms & Conditions" for e- Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders). However, if any of the Clauses of the Bid Rejection Criteria (BRC) / Bid Evaluation Criteria (BEC) mentioned here contradict the Clauses in the "General Terms & Conditions" for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders) of the tender and/or elsewhere, those mentioned in this BEC / BRC shall prevail.
15.0	All the Bids must be Digitally Signed using "Class 3" digital certificate (e-commerce application) only as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. The bid signed using other than "Class 3" digital certificate, will be liable for rejection.
16.0	Please do refer the User Manual provided on the portal on the procedure How to create Response for submitting offer.
17.0	Bidders to note that Govt. of India under Micro, Small and Medium Enterprises Development (MSMED) Act 2006, has proclaimed the Public Procurement Policy, 2012 with effect from 1st April, 2012 in respect of procurement of goods and services, produced and provided by micro and small enterprises, by its Ministries, Departments and Public Sector Undertakings for promotion and development of Micro and Small Enterprises. A new Clause on applicability of Public Procurement Policy for procurement of goods from Micro and Small Enterprises (MSE) in the tender is furnished vide Amendment to General Terms and Conditions for Global Tender (MM/GLOBAL/E-01/2005). Bidders are requested to take note of the same and to submit their offers accordingly.
18.0	The items shall be brand new, unused & of prime quality. The manufacturer shall warrant (in the event of an order) that the product supplied will be free from all defects & fault in material, workmanship & manufacture and shall be in full conformity with ordered specifications. This clause shall be valid for 18 months from date of shipment or 12 months from date of receipt at site, whichever is earlier. The defective materials, if any, rejected by OIL shall be replaced by the supplier at their own expense. Bidders must confirm the same in their quotations.
19.0	Quantity of Individual item may be increased or decrease at the time of final placement of order. The minimum FOB/FCA charges in case of partial order for reduced quantity/enhanced quantity shall have to be indicated by the bidder. In case, this is not indicated specifically, the charges quoted would be pro-rata calculated and the same will be binding on the bidder.
20.0	Any deviation(s) from the tender specification should be clearly highlighted specifying justification in support of deviation.



21.0	<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.</b>
22.0	<p>Performance Security clause (Clause No. 10.0 of Section-A) of "General Terms &amp; Conditions for Global Tenders (MM/GLOBAL/01/2005)" has been amended and the new clause is detailed in the Amendment dated 25.04.2016 issued to MM/GLOBAL/01/2005. <b>Successful bidder will be required to furnish a Performance Bank Guarantee @10% of the order value. Bidders to note the same and to confirm its acceptance in their offers.</b></p> <p>The Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:</p> <p>(i) MT 760 / MT 760 COV for issuance of Bank Guarantee  (ii) MT 760 / MT 767 COV for amendment of Bank Guarantee</p> <p>The above message / intimation shall be sent through SFMS by the BG issuing Bank branch to HDFC Bank, Duliajan Branch, IFS Code – HDFC0002118; SWIFT Code - HDFCINBBAL.</p> <p>Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602.</p> <p>a. The vendor shall submit to OIL the copy of the SFMS message as sent by the issuing bank branch along with the original bank guarantee.</p>
23.0	Bidder to sign and submit completely filled up Technical & Commercial check list and Technical Evaluation Matrix for Bid evaluation criteria and Technical specification failing which their offer will be rejected.
24.0	<b>Payment terms: Refer to “General Terms &amp; Conditions” for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders)</b>

25.0	<b>Liquidated Damage:</b> Refer to “General Terms & Conditions” for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders). The applicable GST on the Liquidated Damage shall have to be borne by the seller. Accordingly, the Liquidated Damage shall be recovered from the seller along with applicable GST.
26.0	<p>The items covered in this Tender shall be used by Oil India Limited in the PEL/ML areas and hence Nil rate of Customs Duty towards import (for foreign bidders) and concessional GST @5% (for foreign &amp; indigenous bidder) will be applicable as per Govt. Policy in vogue.</p> <p>Overseas Bidders are not required to include Customs Duty and IGST components in their quoted cost, since all applicable taxes &amp; Duties in India shall be to the account of Oil India Limited.</p> <p>In the event of an order on indigenous bidder, OIL will issue Project Authority Certificate (PAC) under Deemed Export Benefit Scheme, where import content is declared by the bidder for availing Custom Duty benefit on the import content.</p> <p>Supplier shall arrange to provide all necessary documents (invoice etc.) to OIL for applying Essentiality Certificate on receipt of request from OIL, if any. Further, Suppliers shall affect dispatch only on receipt of relevant certificates/shipment clearance from OIL, failing which all related liabilities shall be to Supplier’s account.</p>
27.0	Bidders to note that Ministry of Petroleum & Natural Gas, Government of India implemented PPLC Policy to provide Purchase Preference (linked with local content) by notification no. Ref. O-27011/44/2016-ONG-II/FP dtd.25.04.2017. Bidders are requested to take note of the same and to submit their offers accordingly wherever applicable. Policy details are available in APPENDIX-A2.
28.1	<b>In case of placement of order, OIL reserves the right to convert the order from FOB Port of export to C&amp;F Kolkata term considering the ocean freight quoted by the party in their offer. In case the order is converted to C&amp;F Kolkata Port, the performance security amount shall also be enhanced considering the quoted ocean freight charges.</b>
28.2	<b>Bidder should confirm in their quotation that in case of C&amp;F order, their nominated freight forwarder should provide Delivery Order under Single Window facility having office of local agent in India at Kolkata and offer 14 days free detention time of containers at discharging port.</b>
28.3	<b>Bidder should note that in case of C&amp;F order for Tubulars, the same to be supplied in break bulk condition under deck and not through Container load.</b>
29.0	<b>FURNISHING FRAUDULENT INFORMATION/ DOCUMENT:</b> If it is found that a Bidder has furnished fraudulent document/information, the Bid Security/Performance Security shall be forfeited and the party will be debarred for a period of 3(three) years from date of detection of such fraudulent act, besides the legal action. In case of major and serious fraud, period of debarment may be enhanced. In this regard, bidders are requested to submit an Undertaking as per Appendix-A3 along with their offer failing which their offer shall be liable for rejection.

**Clauses related to GST**

1. For the purposes of levy and imposition of GST, the expressions shall have the following meanings:
  - (a) GST - means any tax imposed on the supply of goods and/or services under GST Law.
  - (b) Cess – means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017.
  - (c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.
2. The rates quoted by the bidders shall be inclusive of all taxes, duties and levies. However, bidders are required to provide separately the rate and amount of all types of taxes, duties and levies. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference in case the rate of duty/ taxes finally assessed is on the lower side. Further, bidders have to clearly show the amount of GST separately in the Tax Invoices. Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
3. Offers without giving any of the details of the taxes (Including rates and amounts) as specified above will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.
4. Bidders are required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profiteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the bidders should confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the bidders to ensure that the intended benefits of GST have been passed on to OIL.
5. Oil India Ltd. shall declare the value of free issue of materials and services, if any, involved in the execution of the contract. The Contractor should consider the same while working out the GST liability, if any. Further in cases where GST is leviable on any facilities provided by OIL and used by bidders and the consideration for which is recovered by OIL in the form of reduction in the invoice raised by bidders then OIL will raise GST invoices on such transactions and the same will be reimbursed by bidders.
- 6. When Input tax credit is available for Set Off**  
 Evaluation of L-1 prices shall be done based on Quoted price after deduction of Input Tax Credit (ITC) of GST, if available to OIL. OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders

	<p><b>When Input tax credit is NOT available for Set Off</b></p> <p>Evaluation of L-1 prices shall be done based on Quoted price only. OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders</p> <p>7. Bidders agree to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and /or acceptance or rejection of credit notes / debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by OIL in the customized format shared by OIL in order to enable OIL to update its database etc. that may be necessary to match the invoices on GSTN common portal and enable OIL to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.</p> <p>8. In case Input Tax Credit of GST is denied or demand is recovered from OIL by the Central / State Authorities on account of any non-compliance by bidders, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify OIL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. OIL, at its discretion, may also withhold/recover such disputed amount from the pending payments of the bidders.</p>
31.0	<p>For convenience of the qualified Bidders and to improve transparency, the rates/costs quoted by bidders against OIL's e-tenders shall be available for online viewing by such Bidders whose price bids are opened by Company. A Bidder can view item-wise rates/costs of all other such peer bidders against the tender immediately after price bid opening, if the e-tender is floated by Company with PRICE CONDITION. In case the Price-Bid is invited by Company through attachment form under "Notes &amp; Attachment" (i.e., NO PRICE Condition), Bidders must upload their detailed Price-Bid as per the prescribed format under "Notes &amp; Attachment", in addition to filling up the "Total Bid Value" Tab taking into account the cost of all individual line items and other applicable charges like freight, tax, duties, levies etc. Under NO PRICE Condition (i.e., Price Bid in attachment form), the "Total Bid Value" as calculated &amp; quoted by the Bidder shall only be shared amongst the eligible bidders and Company will not assume any responsibility whatsoever towards calculation errors/omissions therein, if any. Notwithstanding to sharing the "Total Bid Value" or the same is whether filled up by the Bidder or not, Company will evaluate the cost details to ascertain the inter-se-ranking of bidders strictly as per the uploaded attachment and Bid Evaluation Criteria only. Online view of prices as above shall be available to the Bidders only upto seven days from the date of Price-Bid opening of the e-tender.</p>

32.0	<p>The Integrity Pact is applicable against this tender .OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide Annexure -XII of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit Integrity Pact with the offer, their bid shall be rejected straightway.</p> <p>OIL's Independent External Monitors at present are as under:</p> <p>SHRI RAJIV MATHUR, IPS (Retd.), Former Director (IB) Govt. of India e-Mail ID : <a href="mailto:rajivmathur23@gmail.com">rajivmathur23@gmail.com</a></p> <p>SHRI JAGMOHAN GARG, Ex-Vigilance Commissioner, CVC e-Mail id : <a href="mailto:jagmohan.garg@gmail.com">jagmohan.garg@gmail.com</a></p> <p>Shri RUDHRA GANGADHARAN, IAS (Retd.), Ex-Secretary, Ministry of Agriculture (e-mail id : <a href="mailto:rudhra.gangadharan@gmail.com">rudhra.gangadharan@gmail.com</a>)</p>
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\*\*\*\*\* **END OF ANNEXURE – A** \*\*\*\*\*

## **Appendix –A3**

Format of undertaking by Bidders towards submission of authentic information/documents  
(To be typed on the letter head of the bidder)

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

Date \_\_\_\_\_

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

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

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

**Sir,**

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

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

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

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

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

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

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

The bids shall 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 (BRC)**

**A1. TECHNICAL:**

1. The Items shall be manufactured & tested as per relevant API norms as specified in the Tender (IF APPLICABLE). Bidder must confirm.

**2. EXPERIENCE:**

**A. MANUFACTURERS EXPERIENCE: IN CASE BIDDER IS THE MANUFACTURER**

If the bidder is a manufacturer of the offered item(s), then they must satisfy the following criteria for manufacturing and supply experience and furnish the relevant documentary evidences as per below along with the technical bid:

- i. Bidder must have an experience of minimum 5 (Five) years in manufacturing the quoted item(s) under relevant API certification as on the original bid closing date of the tender. Copies of relevant API certificates (having API authorization(s) for the item(s) mentioned in the tender) for the last 5 (Five) years (i.e. continuous without having any break in between) shall be submitted along with techno-commercial bid. Bids without copies of valid relevant API certificates or with break(s) in between will be rejected.

Note: The above clause will be applicable only for those item(s) manufactured under API certifications, as specified in the tender.

- ii. The bidder should have manufactured and supplied minimum 50% quantity (to be rounded to next higher whole figure) of the tendered item, of same or higher capacity and same or higher sizes, to any E&P companies/Drilling Contractors/Drilling service providers during 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 item 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)
- VI. Commercial Invoice/ Payment Invoice

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

b) Satisfactory supply/completion/installation report should be issued on company's letterhead with signature and stamp.

**B. 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:

I. 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.

II. 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.

III. 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.

IV. Documentary evidence in respect of manufacturer's experience in manufacturing under relevant API certification (if applicable) as specified under para 2.A.(i) from the concerned manufacturer.

V. Documentary evidence in respect of manufacturer's supply experience as specified under para 2.A.(ii) from the concerned manufacturer (having supplied such items either by manufacturer themselves or through their sole selling agent / distributor / dealer / supply house).

VI. Documentary evidence in respect of bidder's own supply experience of supplying minimum 50% quantity (to be rounded to next higher whole figure) of the tendered items, of same or higher capacity and same or higher sizes, during last 5 (five) years as on original bid closing date of the tender as specified in the para 2.A.(ii).

3. If the bidder is a manufacturer and has supplied minimum 25% quantity (to be rounded to next higher whole figure) of the tendered items (of same or higher capacity and same or higher sizes) to OIL during 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 and whose past performance has been satisfactory, the bidder need not satisfy Clause 2.A.ii. In this situation, the bidder shall have to indicate the Purchase Order (PO) nos. of OIL in their technical bid.
4. If the bidder is sole selling agent / distributor / dealer / supply house of any manufacturer and has submitted bid of the manufacturer who has supplied minimum 25% quantity (to be rounded to next higher whole figure) of the tendered items (of same or higher capacity and same or higher sizes) to OIL during 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 and whose past performance has been satisfactory, the manufacturer need not satisfy Clause 2.A.ii. In this situation, the bidder shall have to indicate the Purchase Order (PO) nos. of OIL executed by that manufacturer in their



technical bid. However, such bidder must meet Clause no. 2.B.VI above.

5. Bidder should categorically confirm in the technical bid a delivery schedule within **eight (08) months**, FOB Port of dispatch, after establishment of letter of credit (in case of foreign bidder) or for dispatch of the equipment within **eight (08) months** after receipt of formal order (in case of indigenous bidder) failing which their offer will be rejected.

#### 6.0 Additional Documents:

- 6.1 In case, for supplementing manufacturer's supply experience criteria (2.A.ii), 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.
- 6.2 In case, for supplementing the supply experience criteria for both itself and the manufacturer (2.B.V & 2.B.VI), 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

#### A.2 FINANCIAL CRITERIA:

- 1.0 Annual Turnover:** The bidder shall have an annual financial turnover of minimum **US\$ 38,197.0 or Rs. 27,67,000.00 Lakh** during any of the preceding 03 (three) financial years reckoned from the original bid closing date of the tender.
- 2.0** "Net Worth" of the bidder should be positive for the financial/accounting year just proceeding to the original bid closing date of the tender (i.e. FY 2018-19).
- 3.0** Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. **However, the bidder has to submit an affidavit/undertaking certifying that 'the balance sheet/Financial Statements for the financial year 2018-19 (As the case may be) 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 bid:-
- i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **ANNEXURE-D**.
  - OR
  - ii) Audited Balance Sheet along with 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 of Balance Sheet and Profit & Loss Account. A CA certificate is to be submitted by the bidder regarding converted figures in equivalent INR or US\$.

### **A.3 COMMERCIAL**

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

- 1.0 Bids are invited under **Single Stage Two Bid System**. Bidders shall quote accordingly under Single Stage Two Bid System. **Please note that no price details should be furnished in the Technical (i.e. Unpriced) bid.** The “Unpriced Bid” shall contain all techno-commercial details except the prices, which shall be kept blank. The “Price Bid” must contain the price schedule and the bidder’s commercial terms and conditions.

Bidder not complying with above submission procedure will be rejected.

- 2.0 The prices offered shall have to be firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and rejected.
- 3.0 Bids received in physical form against online invitation through e-portal shall be rejected (except the documents specifically called for in hard copies, if any). Similarly, Bids received after the bid closing date and time shall be rejected. Also, modifications to bids received after the bid closing date & time shall not be considered.
- 4.0 Bids containing incorrect statement shall be rejected.
- 5.0 Validity of the bid shall be **minimum 120 days** from the date of Bid Closing Date. Bids with lesser validity will be straightway rejected.
- 6.0 **Bid Security in ORIGINAL** shall be furnished by the Bidder as a part of their Bid. The amount of Bid Security & its validity shall be specified in the covering letter of this bid document. **Any bid not accompanied by a proper bid security in ORIGINAL shall be rejected without any further consideration.** A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender.

- 6.1 For exemption for submission of Bid Security please refer Clause No. 9.8 (Section A) of “General Terms & Conditions” for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders).
- 7.0 Bidders must confirm that Goods, materials or plant(s) to be supplied shall be new of recent make and of the best quality and workmanship and shall be guaranteed for a period of 18 months from the date of shipment/dispatch or twelve (12) months from the date of receipt of the items at destination, whichever is earlier against any defects arising from faulty materials, workmanship or design. Defective goods/materials or parts rejected by OIL shall be replaced immediately by the supplier at the supplier’s expenses at no extra cost to OIL.
- 8.0 Successful bidder shall be required to furnish a Performance Security equivalent to ten percent (10%) of total evaluated value of Order, which should remain valid throughout the period as mentioned in MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders), including extension, if any. The successful bidder shall submit Performance Security within 30 days of award, failing which OIL reserves the right to cancel the order and forfeit their Bid Security. Bidders should undertake in their bids to submit Performance Security as stated above.
- 9.0 Offers should be submitted along with Integrity Pact duly signed by the authorized signatory of the bidder. If any bidder refuses to sign Integrity Pact or declined to submit Integrity Pact with the offer, their bid shall be rejected straightway.
- 10.0 Bidders are required to submit the summary of the prices in their price bids as per bid format (Summary), given below:

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

NAME OF BIDDER:		CURRENCY QUOTED:
SL No	Particulars	Item-10
A	<b>Quantity</b>	<b>04 NOS.</b>
B	Unit Basic Material Value	
C	Total Basic Material Value (A X B)	
D	Packing & FOB charges	
E	Total FOB Value (C+D)	
F	Ocean Freight upto Kolkata	
G	Banking & Insurance @1.5% of E (Under scope of OIL)	
H	CIF Kolkata value, E+F+G	
I	IGST @5% of H (Under scope of OIL)	
<b>J</b>	<b>Total CIF+GST value, H+I</b>	
K	Gross Weight	
L	Dimensions	
M	<b>Total Value (J10)</b>	
N	<b>Total Value in words</b>	
O	Name of Manufacturer	
P	Port of Despatch	
Q	Country of Origin	

**Note: Bidders must indicate HSN Codes of each item.**

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

<b>NAME OF BIDDER:</b>		<b>CURRENCY QUOTED:</b>
SL No	Particulars	<b>Item-10</b>
A	Quantity	<b>04 NOS.</b>
B	Unit Basic Material Value	
C	Total Basic Material Value TPI (A X B)	
D	Packing & Forwarding Charges	
E	Total Ex-Works Value, C+D	
F	GST @5% of E against Essentiality Certificate	
<b>G</b>	<b>FOR Despatching Station Value, E+F</b>	
H	Freight charges upto Duliajan including GST	
I	Insurance charges upto Duliajan @0.5% of (G) including GST	
<b>J</b>	<b>Total FOR Duliajan Value, G+H+I</b>	
K	Import Content, if any	
L	Gross Weight	
M	Dimensions	
N	<b>Total Value (J10)</b>	
O	<b>Total Value in words</b>	
P	Name of Manufacturer	
Q	Place of Dispatch	

**Note: Bidders must indicate HSN Codes of each item.**

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

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

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

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

## **B. BID EVALUATION CRITERIA**

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

### **B.1 COMMERCIAL**

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

- 1.0 The evaluation of bids shall be done as per the Price Bid Format (SUMMARY) provided in the Tender and detailed below.
- 2.0 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- 3.0 For conversion of foreign currency into Indian currency, B.C. selling (Market) rate declared by State Bank of India, one day prior to the date of price bid opening shall be considered. However, if the time lag between the opening of the bids and final decision exceed 3(three) months, then B.C. Selling(Market) rate of exchange declared by SBI on the date prior to the date of final decision shall be adopted for conversion and evaluation.
- 4.0 To ascertain the inter-se-ranking, bid prices shall be converted into Indian Rupees and the comparison of responsive bids shall be made as under, subject to corrections / adjustments, if any.

**Note:**

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

**2) For enquiries with duty exemption benefit – The items covered under this enquiry shall be used by OIL in the PEL/ML areas issued/renewed after 01/04/99 and hence, applicable customs duty for import of goods shall be zero. However, Indigenous bidder shall be eligible for concessional rate of IGST against Essentiality Certificate wherever applicable as per Notification No.3/2017-Integrated Tax (Rate) dated 28th June, 2017.**

#### **4.1 When only foreign bidders are involved:**

The Total Value of Foreign bidder as worked out as per para **A.3 11.0 (i) J** shall be compared

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

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

The Total Value of Domestic bidder as worked out as per para **A.3 11.0 (ii) J** shall be compared.

**4.3 When both foreign and domestic bidders are involved:**

The Total Value of domestic bidder as worked out as per para **A.3 11.0 (ii) J (excluding H & I)** above and Total Value of the foreign bidder worked out as per Para **A.3 11.0 (i) J** above will be compared.

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

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

\*\*\*\*\* **END OF ANNEXURE – B** \*\*\*\*\*

**ANNEXURE – C****A) COMMERCIAL CHECKLIST:**

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

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

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

**B) TO BE FILLED UP IN DETAIL:**

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



**C) TECHNICAL CHECKLIST:**

<b>Sl. No</b>	<b>DESCRIPTIONS</b>	<b>REMARKS</b>
1	Whether quoted the item as manufacturer	YES / NO
2	Whether quoted the item as sole selling agent / distributor / dealer / supply house of any manufacturer,	YES / NO
3	Whether the offered kellys are as per the tender specifications & features in all respect?	YES / NO
4	Whether the OD, ID and length of the kellys will be as per NIT specification and tolerance as per API Spec 7-1 ?	YES / NO
5	The kellys will be manufactured from AISI 4145 H API modified alloy steel from specially straightened kelly bars	YES / NO
6	The connections shall be cold rolled phosphatised threads, complete with pressed steel protectors on both ends.	YES / NO
7	Whether the offered items are brand new, unused, free from any kind of defect and of prime quality?	YES / NO
8	Whether copies of API Spec 7-1 certificate enclosed with the quotation?	YES / NO
9	Whether name of manufacturer & country of origin indicated?	YES / NO
10	Whether authorisation certificate from manufacturer with warranty support provided if the bidder is not a manufacturer?	YES / NO
11	Whether relevant Catalogue, Drawings, Literatures etc in English language (US or UK) enclosed with the quotation?	YES / NO
12	Whether documentary evidence of previous orders & performance report enclosed as desired vide Notes of the NIT.	YES / NO
13	Whether warranty would be for 18 months from date of receipt or 12 months from date of commissioning of the items?	YES / NO
14	Whether the defective item/ parts, if any, rejected by us will be replaced by you free of cost?	YES / NO
15	Any deviation from NIT?	YES / NO

Signature\_\_\_\_\_ Name  
 \_\_\_\_\_ Designation \_\_\_\_\_

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**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

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

**TO WHOM IT MAY CONCERN**

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

<b>YEAR</b>	<b>TURN OVER In INR (Rs.) Crores/ US \$ Million) *</b>	<b>NET WORTH In INR (Rs.) Crores / US \$ Million ) *</b>

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

Place:

Date:

Seal

Membership No:

Registration Code:

Signature

**\*Applicable only for GLOBAL tenders**

<b>TECHNICAL EVALUATION MATRIX (TO BE FILLED IN BY BIDDER DULY SIGNED)</b>			
<b>TECHNICAL SPECIFICATIONS CRITERIA</b>			
<b>Clause Number</b>	<b>DESCRIPTION</b>	<b>BIDDER'S RESPONSE (Complied / Not Complied / Deviation / Not Applicable)</b>	<b>TO BE FILLED BY THE BIDDER</b>  <b>Relevant Location of their Bid to support the remarks / compliance</b>  <b>(Reference of Document name / Serial number / Page number of bid for documentary evidence)</b>
	<p><b>A) 3.00 INCHES SQUARE LEFT HAND KELLY - 04 NUMBERS</b></p> <p>A.1) SQUARE KELLY MANUFACTURED, TESTED, CERTIFIED AND MARKED AS PER API SPEC 7-1 (LATEST EDITION) AND ISO 10424-1 &amp; BEARING THE API MONOGRAM MARK, MANUFACTURED FROM AISI 4145 H API MODIFIED ALLOY STEEL FROM SPECIALLY STRAIGHTENED KELLY BARS, FULL LENGTH QUENCHED AND TEMPERED, BRINELL HARDNESS: 285-341, MINIMUM IMPACT STRENGTH VALUE OF 54 JOULES AS PER ASTM A 370 &amp; ASTM E 23 OR ISO 148 CHARPY-V, AND WITH THE FOLLOWING SPECIFICATION:</p> <p>a) NOMINAL SIZE : 3.00" (76.20 MM)  b) OVERALL LENGTH : 40 FT. (12.19 M)  c) LENGTH OF DRIVE SECTION : 37 FT. (11.28 M)  d) WIDTH ACROSS FLATS : 3.00" (76.20 MM)  e) WIDTH ACROSS CORNERS : About 3.94"(100 MM)  f) INSIDE DIAMETER : 1.3/4" (44.45 MM)</p> <p><b>A.2) UPPER UPSET:</b></p>		

	<p>5.3/4" (146.05 MM) OD X 16" (406.40 MM) LENGTH WITH 4.1/2" API REG. <b>RIGHT</b> HAND BOX-UP CONNECTION.</p> <p><b>A.3) LOWER UPSET:</b></p> <p>4.1/8" (104.775 MM) OD X 20" (508.0 MM) LENGTH WITH 2.7/8" API IF (NC-31) <b>LEFT</b> HAND PIN DOWN CONNECTION.</p> <p>A.4) THE CONNECTIONS SHALL BE COLD ROLLED PHOSPHATISED THREADS, COMPLETE WITH PRESSED STEEL PROTECTORS ON BOTH ENDS.</p> <p>A.5) A GALL-RESISTANT TREATMENT OF ZINC OR MANGANESE PHOSPHATE SHALL BE APPLIED TO THE THREADS AND SEALING SHOULDERS OF BOTH THE UPPER AND LOWER CONNECTIONS. APPLICATION OF THE TREATMENT SHALL BE AFTER COMPLETION OF ALL GAUGING</p> <p>A.6) THE KELLYS SHALL BEAR THE API MONOGRAM MARK AND SHOULD BE SUPPLIED IN STEEL SHIPPING SCABBARD AND SECURED PROPERLY.</p>		
	<b>NOTE FOR BIDDERS:</b>		
1.0	Bidder should confirm that the items shall be brand new, unused & of prime quality and of recent manufacture. Bidder shall warrant (in the event of an order) that the product supplied will be free from all defects & fault in material, workmanship & manufacture and shall be in full conformity with ordered specifications. This clause shall be valid for 18 months from date of dispatch/shipment or 12 months from date of receipt of the items at site whichever is earlier. In the event any item is found defective, then it should be replaced by the supplier free of cost without any burden on Oil India Limited. Bidders must confirm the same in their quotations.		
2.0	The Kellys shall be manufactured from AISI 4145 H API modified alloy steel, full length quenched and tempered. Brinell hardness should be in the range of 285-341 and the minimum Charpy impact value of 40 ft-lbs. The Kellys should be manufactured from specially straightened Kelly bars and inspected thoroughly.		
3.0	<p>The Kellys shall be manufactured in full conformance to API Specification 7-1, API RP7G and ISO 10424-1.</p> <p>In support of manufacturing the Kellys as per API, the bidder should submit copies of API 7-1 certificates (having authorization for Kellys) with validity covering minimum 5 (FIVE) years continuously reckoned prior to the original bid closing date of the tender.</p>		
4.0	The Bidder should indicate the dimensions and weight of the offered items, the name of the		

	manufacturer, the country of origin and port of dispatch of the materials.		
5.0	Marking shall be done as per API Specification 7-1, i.e. Kellys shall be die-stamped on the OD of the upper upset with the manufacturer's name or mark, the manufacturer's license number, the API monogram, the month and year of manufacture and the size & style of the upper connection. The lower upset shall be die-stamped on the OD with size & style of the lower connection. The Kellys must come with a Kelly Scabbard of steel make for preventing any damage during transportation. Bidders must confirm compliance to the same while quoting.		
6.0	The exterior of the Kellys should be painted to prevent against rust. Threads should be doped with lubricant as per API Specification 7-1 and should be protected by pressed steel thread protector.		
7.0	Threading & gauging should be done in accordance with API Specification 7-1.		
8.0	Standard mill test certificates are to be provided with the shipment of material (if ordered) & the bidder must confirm the same while quoting.		
9.0	Relevant catalogue, literature, drawing etc. having detailed materials composition must be forwarded along with the quotation for the offered Kellys.		
10.0	Bidder should note that in the event of an order the API licenses for manufacturing the KELLYS 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.		
11.0	Any deviation(s) from the tender specification should be clearly highlighted specifying justification in support of deviation.		
12.0	Bidder to sign and submit completely filled up Technical Evaluation Matrix for Bid evaluation criteria and Technical specification.		

\*\*\*\*\* END OF ANNEXURE – II \*\*\*\*\*

**BEC-BRC MATRIX**  
**(TO BE FILLED IN BY BIDDER DULY SIGNED)**

**BID EVALUATION CRITERIA**

Clause Number	DESCRIPTION	BIDDER'S RESPONSE (Complied / Not Complied / Deviation/Not Applicable)	TO BE FILLED BY THE BIDDER  Relevant Location of their Bid to support the remarks / compliance  (Reference of Document name / Serial number / Page number of bid for documentary evidence)
I	<u>VALUATION CRITERIA</u>  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.		
1.0	The Items shall be manufactured & tested as per relevant API norms as specified in the Tender (IF APPLICABLE). Bidder must confirm.		
2.0	<b>Experience:</b>		
2.A	<b>MANUFACTURERS EXPERIENCE: IN CASE THE BIDDER IS THE MANUFACTURER</b>		

	If the bidder is a manufacturer of the offered item(s), then they must satisfy the following criteria for manufacturing and supply experience and furnish the relevant documentary evidences as per below along with the technical bid:		
2.A.i	<p>They must have an experience of minimum 5 (Five) years in manufacturing the quoted item(s) under relevant <b>API certification</b> as on the original bid closing date of the tender. Copies of relevant API certificates (having API authorization(s) for the item(s) mentioned in the tender) for the last 5 (Five) years (i.e. continuous without having any break in between) shall be submitted along with techno-commercial bid. Bids without copies of valid relevant API certificates or with break(s) in between will be rejected.</p> <p>Note: The above clause will be applicable only for those item(s) manufactured under API certifications, as specified in the tender</p>		
2.A.ii	<p>The bidder should have manufactured and supplied <b>minimum 50% quantity</b> (to be rounded to next higher whole figure) of the tendered items, of same or higher capacity and same or higher sizes, to any E&amp;P companies/Drilling Contractors/Drilling service providers during 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 and sealed Purchase Orders (PO date should be within the last 05 years) 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>I. Signed and sealed Satisfactory supply / completion / installation report (in original on user's letter head) (OR)</li> <li>II. Bill of Lading (OR)</li> <li>III. Consignee delivery receipt / challan (OR)</li> <li>IV. Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/Vat.</li> <li>V. Commercial Invoice/ Payment Invoice</li> </ol>		
2.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:		
2.B.I	<b>Authorization</b> certificate from the manufacturer (in original on manufacturer's letter head) 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.		
2.B.II	<b>Undertaking</b> from the manufacturer (in original on manufacturer's letter head) 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.		
2.B.III	<b>Warranty</b> backup from the manufacturer in original on manufacturer's letter head against the quality of the tendered item(s) as specified in the tender.		
2.B.IV	<b>Documentary evidence</b> in respect of <b>manufacturer's experience</b> in manufacturing under relevant API certification (if applicable) as specified under para 2.A.(i) from the concerned manufacturer.		
2.B.V	Documentary evidence in respect of manufacturer's supply experience as specified under para 2.A.(ii) from the concerned manufacturer (having supplied such items either by manufacturer themselves or through their sole selling agent / distributor / dealer / supply house).		
2.B.VI	Documentary evidence in respect of <b>bidder's own supply experience</b> of supplying minimum 25% quantity (to be rounded to next higher whole figure) of the tendered items, of same or higher capacity and same or higher sizes, during last 5 (five) years as on original bid closing date of the tender as specified in the para 2.A.(ii).		
3.0	If the bidder is a <b>manufacturer</b> and has supplied minimum <b>25% quantity</b> (to be rounded to next higher whole figure) of the tendered items (of same or higher capacity and same or higher sizes) <b>to OIL</b> during 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 and whose past performance has been satisfactory, the bidder need not satisfy Clause 2.A. ii. In this situation the bidder shall have to indicate the Purchase Order (P.O.) Nos. of OIL in their technical bid.		



4.0	<p>If the bidder is sole selling agent / distributor / dealer / <b>supply house</b> of any manufacturer and has submitted bid of the manufacturer who has supplied minimum <b>25% quantity</b> (to be rounded to next higher whole figure) of the tendered items (of same or higher capacity and same or higher sizes) <b>to OIL</b> during 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 and whose past performance has been satisfactory, the manufacturer need not satisfy Clause 2.A. ii. In this situation the bidder shall have to indicate the Purchase Order (P.O.) Nos. of OIL executed by that manufacturer in their technical bid. However, such bidder must meet Clause No. 2.(B).(VI) above.</p>		
5.0	<p>Bidder should categorically confirm in the technical bid a delivery schedule within <b>eight (08) months</b>, FOB Port of dispatch, after establishment of letter of credit (in case of foreign bidder) or for dispatch of the equipment within <b>eight (08) months</b> after receipt of formal order (in case of indigenous bidder) failing which their offer will be rejected.</p>		
6.0	<b>Additional Documents:</b>		
6.1	<p>In case, for supplementing <b>manufacturer's supply experience</b> criteria (2.A.ii), 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> <ul style="list-style-type: none"> <li>i) Bill of Lading (OR)</li> <li>ii) Commercial Invoice / Payment of Invoice of the OEM (OR)</li> <li>iii) Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/Vat/GST.</li> </ul>		
6.2	<p>In case, for supplementing the supply experience criteria for <b>both itself and the manufacturer</b> (2.B.V &amp; 2.B.VI), the sole selling agent / distributor / dealer / supply house of the manufacturer submits same set of signed</p>		

	<p>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>		
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\*\*\*\*\* **END OF ANNEXURE – III** \*\*\*\*\*

