



FORWARDING LETTER

M/s _____

Subject: **Tender No. SDG8188P22/06 Dated 04.09.2021 for Procurement of 3.00 INCHES SQUARE LEFT HAND KELLY**

Dear Sir/Madam,

- 1.0 **OIL INDIA LIMITED (OIL)** is a premier National Oil Company engaged in the business of Exploration, Production and Transportation of Crude Oil and Natural gas. A Navratna Company under the Ministry of Petroleum and Natural gas, Government of India (GOI), 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 to its operations, OIL invites **International Competitive Bids (ICB)** from competent and experienced manufacturers through OIL's e-procurement site for "**PROCUREMENT OF LEFT HAND 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	: SDG8188P22/06 Dated 04.09.2021
Type of Bidding	: SINGLE STAGE TWO BID SYSTEM
Tender Fee	: NOT APPLICABLE
Bid Closing Date & Time	: 27.10.2021; 11:00 HRS.
Pre-Bid Conference Venue, Date & Time	: NOT APPLICABLE
Technical Bid Opening Date & Time	: 27.10.2021; 14:00 HRS.
Price Bid Opening Date & Time	: TO BE DECIDED LATER POST TECHNICAL EVALUATION
Bid Security Amount	: NOT APPLICABLE
Bid Security Validity	: NOT APPLICABLE
Bid Submission Mode	: Bids must be uploaded online in OIL's E-procurement portal
Bid Opening Place	: Office of GM-Materials, Materials Department, Oil India Limited, Duliajan -786602, Assam, India.
Bid Validity	: Bid should be valid for 120 days from actual bid closing date.

Original Bid Security to be submitted	:	Office of GM-Materials, Materials Department, Oil India Limited, Duliajan -786602, Assam, India.
Performance Security	:	Applicable @ 3% of Order value
Integrity Pact	:	Applicable
Contact Details	:	KUMAR ABHIMANYU, Manager Materials (FD) E-MAIL: kumar_abhimanyu@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.

LIST OF ANNEXURES APPLICABLE

General Terms & Conditions	:	MM/GLOBAL/E-01/2005 for E-Procurement ICB Tenders
Annexure-I	:	List of Items and Quantities
Annexure-II	:	General Notes to Bidders
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

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

Table of Contents

ANNEXURE – I: AA :: LIST OF ITEMS WITH DESCRIPTIONS AND QUANTITIES	4
ANNEXURE – I: AB :: SPECIAL NOTES TO BIDDERS:.....	5
ANNEXURE – II: BB :: GENERAL NOTES TO BIDDERS:.....	7
BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC).....	23
D.2 COMMERCIAL	30
ANNEXURE-E-I CERTIFICATE OF ANNUAL TURNOVER & NET WORTH.....	32
ANNEXURE-E-II FORMAT FOR CERTIFICATE OF COMPLIANCE OF FINANCIAL CRITERIA.....	33
ANNEXURE-E-III UNDERTAKING OF AUTHENTICITY OF INFORMATION/DOCUMENTS SUBMITTED	34
Annexure-E-IV – UNDERTAKING ON GROUND OF DEFENCE.....	35
Annexure-E-V BID SECURING DECLARATION	37
Annexure-E-VI FORM 10F.....	38
Annexure-E-VII No Business Connection or Permanent Establishment Certificate..	40
ANNEXURE-E VIII PARENT/ULTIMATE PARENT/ HOLDING COMPANY’S CORPORATE GUARANTEE TOWARDS FINANCIAL STANDING (Delete whichever not applicable)	42
ANNEXURE-E IX PP-LC POLICY	44
ANNEXURE E-X PERFORMANCE SECURITY FORM	55
APPENDIX-C:: COMMERCIAL CHECK LIST.....	57

ANNEXURE – I: AA :: LIST OF ITEMS WITH DESCRIPTIONS AND QUANTITIES

SL NO / Mat Code	ITEM DESCRIPTION	QUANTI TY
10 / OC0003 06	<p>A) <u>3.00 INCHES SQUARE LEFT HAND KELLY</u></p> <p>A.1) SQUARE KELLY MANUFACTURED, TESTED, CERTIFIED AND MARKED AS PER API SPEC 7-1 (LATEST EDITION) AND ISO 10424-1 & 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 & 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>A.2) 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>A.3) 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>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>	04 NO.

ANNEXURE – I: AB :: SPECIAL NOTES TO BIDDERS:


1. The items shall be brand new, unused & of prime quality. Bidder shall warrant (in the event of an order) that the product supplied will be free from all defects & fault in material, workmanship & manufacture and shall be in full conformity with ordered specifications. This clause shall be valid for 18 months from date of dispatch/shipment or 12 months from date of commissioning of the items at site whichever is earlier. The defective materials, if any, rejected by us shall be replaced by the supplier at their own expense. Supplier shall provide software upgrades/updates required during warranty period. Bidders must confirm the same while quoting.
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 Checklist (ANNEXURE I) for Bid evaluation criteria (ANNEXURE II) and Technical specification Matrix. (ANNEXURE II)

ANNEXURE – II: BB :: GENERAL NOTES TO BIDDERS:

Sl No	Clause description
1.0	Tender fee is not applicable against this tender.
2.0	<p>No Bid Security /Earnest Money Deposit (EMD) shall be applicable till 31.12.2021. Instead of EMD /Bid Security, all the bidders shall be required to sign a “Bid securing declaration” accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the NIT/ Purchase order, they shall be suspended for the period of 2 (two) years. This suspension of two years shall be automatic without conducting any enquiry.</p> <p>Bidders shall submit “Bid Securing Declaration” as per enclosed ANNEXURE -E-V along with their Technical bids.</p>
3.0	A job executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC.
4.0	<p>a) Bidders without having E-tender Login ID and Password should complete their online registration at least seven (7) days prior to the scheduled bid closing date and time of the tender. For online registration, Bidder may visit the OIL’s E-tender site https://etender.srm.oilindia.in/irj/portal</p> <p>b) Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.</p> <p>c) Bidders are requested to go through the ‘Vendor User Manual’, ‘Guidelines to Bidders for participating in OIL e-tenders’, ‘New Instruction to bidders for submission of bid’ and ‘Vendor User Manual for e-tendering’ available in the e-portal home page before submitting offer in the e-portal</p>
5.0	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. 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.
6.0	Bid must be submitted online through OIL’s e-procurement portal. Bid submitted in any other form will be rejected.
7.0	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

	<p>date to The CGM 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>a) Original Bid Security along with two duplicate copies of Bid Security. b) Any other documents which have been particularly asked for in this tender for submission.</p>
8.0	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.
8.1	<p>AMENDMENT OF TENDER DOCUMENTS</p> <p>a) At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the tender Documents through issuance of Corrigendum(s)/Addendum(s).</p> <p>b) The Corrigendum(s)/ Addendum(s) will be uploaded in OIL's E-Tender Portal in the Tab "Technical Rfx" and under External Area - "Amendments" folder. The Company may, at its discretion, extend the deadline for bid submission. Bidders are expected to take the Corrigendum(s)/ Addendum(s) into account in preparation and submission of their bid. Bidders are to check from time to time the e-tender portal ["Technical RFX" Tab and under the folder "Amendments"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.</p>
9.0	<p>The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The bidder has to submit both the "TECHNO-COMMERCIAL UNPRICED BID" and "PRICED BID" through electronic form in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The "Techno-commercial Unpriced Bid" shall contain all technical and commercial details except the prices which shall be kept blank. Details of prices as per Bid format / Commercial bid to be uploaded as attachment in the Attachment Tab "Notes and Attachments". Any offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria mentioned in the tender.</p> <div style="display: flex; align-items: center; margin-bottom: 10px;"> <div style="border: 1px solid black; padding: 5px; background-color: #f0f0f0; margin-right: 10px;">Notes and Attachments</div> <div style="font-size: 24px; margin-right: 10px;">➡</div> <div style="background-color: yellow; padding: 2px 10px;">Only Price Details to be uploaded</div> </div> <div style="display: flex; align-items: center;"> <div style="border: 1px solid black; padding: 5px; background-color: #f0f0f0; margin-right: 10px;">Technical Attachments</div> <div style="font-size: 24px; margin-right: 10px;">➡</div> <div style="background-color: yellow; padding: 2px 10px;">All technical bid documents except price details</div> </div>
9.1	<p>Please do refer "NEW INSTRUCTION TO BIDDER FOR SUBMISSION" for the above two points and also please refer " New Vendor Manual (effective 12.04.2017) " available in the login Page of the OIL's E-tender Portal.</p>

	
10.0	<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-> User - > Technical Bid. No price should be given in above Technical Rfx otherwise the offer will be rejected. Please go through the help document in details before uploading the document and ensure uploading of technical bid in the Technical Rfx Response-> User - > Technical Bid only. The “PRICE BID” must contain the price schedule and the bidder’s commercial terms and conditions. Details of prices as per Bid format / Commercial bid can be uploaded as Attachment under the attachment option under “Notes & Attachments”.</p>
11.0	<p>IN CASE OF SINGLE STAGE TWO BID SYSTEM TENDER, PRICED BIDS OF ONLY THOSE BIDDERS WILL BE OPENED WHOSE OFFERS ARE FOUND TO BE TECHNO-COMMERCIALLY & FINANCIALLY ACCEPTABLE.</p>
11.1	<p>The prices must be strictly submitted as per the price bid format only uploaded under tab “Notes & Attachment” or available under BEC/BRC. The prices/rates offered against the tender must remain firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price condition shall be treated as non-responsive and rejected. No discount whatsoever should be quoted separately. Rates/prices quoted must be net of all discount.</p>
12.0	<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 bidder’s risk and may result in rejection of its offer without seeking any clarifications.</p>
13.0	<p>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.</p>

13.1	All shipments of material and containerized cargo shall be made by suitable vessels certified for seaworthiness and complying with National/ International safety regulations.
13.2	Seller shall inform the shipping details (Vessel details, Estimated Time of Arrival etc.) immediately on receipt of Bill of Lading. Detention & Demurrages, if any, due to early arrival of vessel, shall be to bidder's account.
13.3	SHORT SHIPMENTS: Seller should thoroughly check all items in the packing before effecting shipment. If any item(s) are found short packed in sound boxes on examination at project site, Seller shall be responsible to supply short packed items free of charge on receipt of advice from Purchaser. Seller shall also be responsible to bear the import duty levied by Indian Customs on such short packed items.
13.4	Both Indian bidder and Foreign bidder must note that no trans-shipment en route is permitted. However, under exceptional circumstances, trans-shipment maybe allowed with prior consent of OIL. No charges shall be payable for such transshipment and consequent handling/storage of the goods.
14.0	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.
15.0	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.
16.0	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.
16.1	OIL INDIA LIMITED (OIL) has upgraded its E-tender Portal. As part of the new system, the intending bidder must have Encryption Certificate along with Digital Signature Certificate (DSC) of Class III [Organization]. The date for implementation of new system is 12th April 2017 and the requirement of the new DSC will be applicable for the tenders floated on 12th April 2017 onwards. All our current and prospective esteemed bidders are therefore requested to acquire Class III DSC [Organization] along with Encryption Certificate issued by any of the Licensed Certifying Authorities (CA) operating under Controller of Certifying Authorities (CCA) of India as per Indian IT Act 2000. Guideline for getting Digital Signature and other related information are available on the e-tender website www.oil-india.com . The bid signed using any other digital certificate or digital certificate without organization name of the bidder, will be liable for rejection.
16.2	Encryption certificate is mandatorily required for submission of bid. In case bidder created response using one certificate (using encryption key) and bidder subsequently changes the digital signature certificate then the old certificate (used for encryption) is required in order to decrypt his encrypted response for

	getting the edit mode of his response. Once decryption is done, the bidder may use his new DSC certificate for uploading and submission of his offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of DSC certificate, Oil India Limited is not responsible.
17.0	A) Bidders are requested to go through “Vendor Manual” before submitting offer in system. B) Bidders are requested to go for “Guidelines to Bidders for participating in OIL” before submitting offer in system.
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	Original Bid Closing Date shall be considered by OIL for evaluation of BRC Criteria in case of any extension of the original bid closing date.
22.0	<p>Successful bidder shall be required to furnish a Performance Security equivalent to 3(three) percent (3%) of total Order Value within 30 days of receipt of LOI/notification of award. The performance security must be in the form of Bank Guarantee (Annexure – E IX) or in the form of a Bank Draft/Cashier's cheque/Banker's cheque to designated account of OIL or Fixed Deposit Receipt (account OIL INDIA LIMITED) or irrevocable Bank Guarantee or irrevocable Letter of Credit (LC) from:</p> <p>A) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder/service provider, or</p> <p>i) In case of foreign CONTRACTOR/service provider, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India. Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India. Bank Guarantee issued by a Scheduled Bank of India at the request of some other Non-Schedule Bank of India shall not be acceptable</p> <p>ii) The domestic CONTRACTOR/service provider(s) will have to submit the Bank Guarantee from any of the scheduled banks and on non-judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker.</p>

iii) The foreign CONTRACTOR/service provider(s) will submit the Bank Guarantee from Banks of Indian origin situated in their country. In case no such bank of Indian origin is situated in their country, the Bank Guarantee may be submitted from the bankers as specified above.

- B) The Performance Security shall be denominated in the currency of the contract.
- C) The Performance Security specified above must be valid for minimum of 03 (three) months beyond the Warranty Period. The Performance Security will be discharged by COMPANY not later than 30 days following its expiry of claim period. In the event of any extension of the Contract period, Bank Guarantee should be extended by CONTRACTOR by the period equivalent to the extended period.
- D) The Performance Security shall be encashed by COMPANY on account of CONTRACTOR's failure to fulfil its obligations under the Contract and/or non-performance /unsatisfactory of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non-performance/unsatisfactory performance.
- E) The Performance Security will not accrue any interest during its period of validity or extended validity.
- F) Bank charges, if any for submission of performance security shall be on supplier's account.
- G) The validity of Bank Draft/Cashier's cheque/Banker's cheque should not be less than 3 months at the submission to OIL.
- H) Non-submission of Performance Security as above by the successful Bidder shall lead to cancellation/termination of award including forfeiture of their Bid Security, besides other penal actions as per OIL's Banning Policy. Bidders should undertake in their bids to submit Performance Security as stated above.
- I) In case Annual Maintenance Contract (AMC) is required and OIL intends to enter into a separate contract with the successful bidder for AMC, the Successful bidder must undertake to submit separate Performance Security against the AMC at the applicable rate & validity to be stipulated in the contract.

Note:

1. In case of Bank Guarantee, the Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:

- (i) MT 760 / MT 760 COV for issuance of Bank Guarantee
- (ii) MT 760 / MT 767 COV for amendment of Bank Guarantee

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. Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan,

	<p>Dibrugarh, PIN – 786602. 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> <p>2. In case of online payment, the amount will only be refunded only after adjusting bank charges and foreign currency variation, if any. The bank charges and foreign currency variation between the date of realization and the date of refund will be to bidder / seller account.</p>
23.0	Bidder to sign and submit completely (if applicable) 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	Payment terms: Refer to “General Terms & Conditions” for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders)
25.0	Liquidated Damage: Refer to “General Terms & Conditions” for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders). The applicable GST on the Liquidated Damage shall have to be borne by the seller. Accordingly, the Liquidated Damage shall be recovered from the seller along with applicable GST.
26.0	<p>The items covered in this Tender shall be used by Oil India Limited in the PEL/ML areas and hence Nil rate of Customs Duty towards import (for foreign bidders) and concessional GST @5% (for foreign & indigenous bidder) will be applicable as per Govt. Policy in vogue.</p> <p>Overseas Bidders are not required to include Customs Duty and IGST components in their quoted cost, since all applicable taxes & Duties in India shall be to the account of Oil India Limited.</p> <p>In the event of an order on indigenous bidder, OIL will issue Project Authority Certificate (PAC) under Deemed Export Benefit Scheme, where import content is declared by the bidder for availing Custom Duty benefit on the import content.</p> <p>Supplier shall arrange to provide all necessary documents (invoice etc.) to OIL for applying Essentiality Certificate on receipt of request from OIL, if any. Further, Suppliers shall affect dispatch only on receipt of relevant certificates/shipment clearance from OIL, failing which all related liabilities shall be to Supplier's account.</p> <p>In the event of the order, the successful bidder shall submit proforma/commercial invoice on or before 45 days of Delivery/Dispatch date stipulated in the order for processing Essentiality Certificate (EC) application</p>
27.1	In case of placement of order, OIL reserves the right to convert the order from FOB Port of export to C&F Kolkata term considering the ocean freight quoted by the party in their offer. In case the order is converted to C&F Kolkata Port, the performance security amount shall also be enhanced considering the quoted ocean freight charges.
27.2	Bidder should confirm in their quotation that in case of C&F order, their nominated freight forwarder should provide Delivery Order under Single Window facility having office of local agent in India at Kolkata and offer 14 days free detention time of containers at discharging port.

28.0	<p>FURNISHING FRAUDULENT INFORMATION/ DOCUMENT: 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 Annexure-E-III along with their offer failing which their offer shall be liable for rejection.</p>
29.0	<p>Clauses related to GST</p> <ol style="list-style-type: none"> 1. For the purposes of levy and imposition of GST, the expressions shall have the following meanings: <ol style="list-style-type: none"> (a) GST - means any tax imposed on the supply of goods and/or services under GST Law. (b) Cess – means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017. (c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time. 2. The rates quoted by the bidders shall be inclusive of all taxes, duties and levies. However, bidders are required to provide separately the rate and amount of all types of taxes, duties and levies. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference in case the rate of duty/ taxes finally assessed is on the lower side. Further, bidders have to clearly show the amount of GST separately in the Tax Invoices. Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd. 3. Offers without giving any of the details of the taxes (Including rates and amounts) as specified above will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder. 4. Bidders are required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profitteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the bidders should confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the bidders to ensure that the intended benefits of GST have been passed on to OIL. 5. Oil India Ltd. shall declare the value of free issue of materials and services, if any, involved in the execution of the contract. The Contractor should consider the same while working out the GST liability, if any. Further in cases where GST is leviable on any facilities provided by OIL and used by

	<p>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.</p> <p>6. When Input tax credit is available for Set Off</p> <p>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> <p>When Input tax credit is NOT available for Set Off</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>
30.0	<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 & Attachment" (i.e., NO PRICE Condition), Bidders must upload their detailed Price-Bid as per the prescribed format under "Notes & Attachment", in addition to filling up the "Total Bid Value" Tab taking into account the cost of all individual line items and other applicable charges like freight, tax, duties, levies etc. Under NO PRICE Condition (i.e., Price Bid in attachment form), the "Total Bid Value" as calculated & quoted by the Bidder shall only be shared amongst the eligible bidders and Company will not assume any responsibility whatsoever towards calculation errors/omissions therein, if any. Notwithstanding to sharing the "Total Bid Value" or the same is whether filled up by the Bidder or not, Company will evaluate the cost details to ascertain the inter-se-ranking of bidders strictly as per the uploaded attachment and Bid Evaluation Criteria only. Online view of prices as above shall be available to the Bidders only upto seven days from the date of Price-Bid opening of the e-tender.</p>

31.0	<p>OPPORTUNITY TO STARTUP AND MICRO & SMALL ENTERPRISES:</p> <p>In case a Startup (defined as per Ministry of Commerce and Industry (Department of Industrial Policy and Promotion, DIPP) latest notification)/ MSE is interested in supplying the tendered item but does not meet the Pre-Qualifying Criteria (PQC)/ Proven Track Record (PTR) indicated in the tender document, the Startup/MSE is requested to write a detailed proposal separately, and not against the present tender requirement, to the tender issuing authority about its product. Such proposals shall be accompanied by relevant documents in support of MSE (where applicable) or in case of Startup, following documents shall be given:</p> <ol style="list-style-type: none"> 1. Certificate of Recognition issued by the Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India. 2. Certificate of incorporation. 3. Audited Profit & Loss (P&L) Statement of all the Financial Years since incorporation. In case where the Balance sheet has not been prepared, bidder shall submit a certificate in original from its CEO/CFO stating the turnover of the bidding entity separately for each Financial Years since incorporation along with a declaration stating the reason for not furnishing the audited P&L Statement. This certificate shall be endorsed by a Chartered Accountant/Statutory Auditor. <p>The Proposal shall be examined by OIL and OIL may consider inviting a detailed offer from the Startup/MSE with the intent to place a TRIAL or TEST Order, provided the Startup/MSE meets the Quality and Technical Specifications.</p> <p>In case the Startup/MSE is successful in the Trial Order, the vendor shall be considered for PQC exemption/relaxation (as the case may be) for the next tender for such item till the time it remains a Startup/MSE.</p>
32.0	<ol style="list-style-type: none"> 1. 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 16.06.2021 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISE. The existing enterprises registered under EM-Part II or UAM till 30.06.2020 shall continue to be valid only for a period up to 31.12.2021. <p>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:</p> <ol style="list-style-type: none"> i. Udyam Registration Number with Udyam Registration Certificate. <p style="text-align: center;">OR</p> <ol style="list-style-type: none"> ii. Proof of Registration with District Industry Centers of Khadi and Village Industries Commission of Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Adhar registration with any other body specified by Ministry of MSME. <p><i>Note: In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur or Woman Entrepreneur, valid documentary evidence issued by the</i></p>

	<p><i>agency who has registered the bidder as MSE owned by SC/ST entrepreneur/ Woman Entrepreneurs should also be enclosed.</i></p> <p>For availing benefits of Purchase Preference under Public Procurement Policy, the interested MSE Bidders must ensure that they are the manufacturer of tendered item(s) and registered with the appropriate authority for the said item(s). The technical offer of such MSE Bidders must include a valid copy of relevant MSE Certificate issued by appropriate authority specifying the item as per tender. Purchase Preference of 15% (fifteen percent) shall be extended to the eligible MSE Bidder (i.e. Manufacturer of tendered goods for procurement) over non-MSE L1 Bidder and PO shall be awarded for full tender quantity on such MSE bidder, subject to matching their quoted rates/costs with non-MSE L1 Bidder.</p> <p>Bidder to Categorically confirm under which category they want to claim purchase preference i.e. under MSE or PP-LC policy.</p>
33.0	<p>APPLICABILITY OF BANNING POLICY OF OIL INDIA LIMITED:</p> <p>Banning Policy dated 6th January, 2017 as uploaded in OIL's website will be applicable against the tender (and order in case of award) to deal with any agency (bidder/contractor/supplier/vendor/service provider) who commits deception, default, fraud or indulged in other misconduct of whatsoever nature in the tendering process and/or order execution processes. Applicability of the policy shall include but not limited to the following in addition to other actions like invoking bid security/performance security/cancellation of order etc. as deemed fit and as mentioned elsewhere in the tender:</p> <ul style="list-style-type: none"> 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 <p>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.</p>
34.0	<p>1.0 Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide office memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020 (order-Public Procurement no.1) has proclaimed the insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 w.e.f. 23rd July, 2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence of India on matters directly or indirectly related thereto including national security. Bidders are requested to take note of the following clauses and submit their offers accordingly wherever applicable.</p> <p>Bidders must submit duly sealed & signed undertaking as per format provided vide, "ANNEXURE-E-IV" along with the technical bid.</p> <p>I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.</p> <p>Validity of Registration:</p>

	<p>In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.</p> <p>II. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.</p> <p>III. “Bidder from a country which shares a land border with India “for the purpose of this Order means: -</p> <ol style="list-style-type: none"> An entity incorporated, established or registered in such a country; or A subsidiary of an entity incorporated, established or registered in such a country; or An entity substantially controlled through entities incorporated, established or registered in such a country; or An entity whose beneficial owner is situated in such a country; or An Indian (or other) agent of such an entity; or A natural person who is a citizen of such a country; or A consortium or joint venture where any member of the consortium or joint venture falls under any of the above. <p>IV. The beneficial owner for the purpose of (iii) above will be as under:</p> <ol style="list-style-type: none"> 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 – <ol style="list-style-type: none"> “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company; “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements; 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. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals; Where no natural person is identified under (1) or (2) or (3) above, the
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	<p>beneficial owner is the relevant natural person who holds the position of senior managing official;</p> <p>5. In case of trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.</p> <p>V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.</p> <p>VI. The successful bidder shall not be allowed to sub-contract any job related to the procurement (e.g. installation and commissioning, Annual Maintenance Contract etc.) to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.</p>
35.0	<p>COUNTRY OF ORIGIN</p> <p>In case of imported items, the successful bidder shall submit “Certificate of Origin” issued only by “Chambers of Commerce” along with the shipping document.</p>
36.0	<p>TAX COLLECTIBLE AT SOURCE (TCS):</p> <p>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.</p> <p>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:</p> <ol style="list-style-type: none"> 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 Total supply of goods to OIL in FY (As applicable) exceeds Rs. 50 Lakh and 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 TCS certificate as provided in the Income Tax Act will be issued to OIL in time. <p>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.</p> <p>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.</p>
37.0	<p>TAX RESIDENCY CERTIFICATE CLAUSE</p> <ol style="list-style-type: none"> In accordance with Income Tax Act, 1961 Foreign bidders shall undertake in their Technical bid that in the event of placement of order on them, they shall submit below documents within 15 days from the date of issue of

	<p>Purchase order. The documents are required to be furnished by OIL to Income Tax Department for complying with the requirements for making remittances to non-residents as per Income Tax Act, 1961 (as amended from time to time):</p> <ol style="list-style-type: none"> Tax Residency Certificate (TRC) Form No. 10 F (ANNEXURE – E VI) No Business Connection or Permanent Establishment Certificate (ANNEXURE – E VII) <ol style="list-style-type: none"> Payment to Foreign supplier shall be released only after receipt of the above documents. Any delay in submission of Tax Residency Certificate (TRC), Form No. 10 F (Annexure -1) and/or PE certificate (Annexure -2) within specified time may lead to the Income Tax Department directing OIL to deduct tax at a higher rate than at which it may otherwise have directed. Such increased tax liability shall be recovered from the Foreign Supplier. In addition to above particulars, the Foreign supplier should also provide any other information as may be required later for determining the taxability of the amount to be remitted to the non-resident. Further, the foreign supplier shall be liable to intimate the subsequent changes (if any) to the information submitted against any of the above particulars, along with full details.
38	<p>In case any payment receipt of the foreign bidder against the order is subject to tax deduction at source in India, the Bidder shall quote their prices gross of Indian income tax. i.e., inclusive of Indian Income Tax at the applicable prevailing rate as per Indian Income Tax rules. OIL shall deduct at source the tax as applicable while making payments against each invoice for the services in India. Certificate for Tax Deducted at Source (TDS) shall be provided to the Seller.</p>
39.0	<p>POLICY TO PROVIDE PURCHASE PREFERENCE (LINKED WITH LOCAL CONTENT) (PPLC)</p> <p>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. FP-20013/2/2017-FP-PNG dtd. 17.11.2020 and amended from time to time. Clause on applicability of Purchase Preference (linked with local content) policy in the tender is furnished as Annexure- EVIII of the tender document. PP-LC Policy (including its latest modifications/amendments) as may be prevailing on the date of Price Bid Opening shall be applicable against this tender. Bidders are requested to go through the policy and take note of the following while submitting their offer.</p> <ol style="list-style-type: none"> <u>Certification and Verification</u> Class I/Class II Local suppliers are eligible to bid only if they meet the local content norms, therefore whether or not they want to avail PP-LC benefit, it will still be mandatory for them to give adequate documentation as follows to establish their status as class-I or class-II local supplier: <ol style="list-style-type: none"> <u>At bidding stage:</u> <ol style="list-style-type: none"> Price Break-up: <ul style="list-style-type: none"> The bidder shall provide the percentage of local content in the bid.

b)

- The bidder shall submit an undertaking from the authorised signatory of bidder having the power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
- In cases of procurement for a value in excess of Rs 10 crores, the undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.
- However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practising cost accountant or practising chartered accountant giving the percentage of local content is also acceptable.

(ii) After Contract Award

- The bidder shall submit an undertaking from the authorised signatory of bidder having the power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
- In cases of procurement for a value in excess of Rs 10 crores, the undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.
- However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practising cost accountant or practising chartered accountant giving the percentage of local content is also acceptable.

2. Each supplier shall provide the necessary local-content documentation to the statutory auditor, which shall review and determine that local content requirements have been met, and issue a local content certificate to that effect on behalf of procuring company, stating the percentage of local content in the good or service measured. The Auditor shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.

	<p>3. The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.</p> <p>4. As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing on the date of notice inviting tender (NIT) shall be considered for the calculation of Local Content.</p> <p>The Procuring Company shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.</p>
40.0	<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-IX 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 SUTANU BEHURIA, IAS (Retd.), e-Mail ID : sutanu2911@gmail.com</p> <p>Shri Om Prakash Singh, IPS (Retd.), Former DGP, Uttar Pradesh e-mail: Ops2020@rediffmail.com</p> <p>Shri RUDHRA GANGADHARAN, IAS (Retd.), Ex-Secretary, Ministry of Agriculture e-mail:rudhra.gangadharan@gmail.com</p>
40.1	<p>In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organisations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organisation may take further action as per the terms and conditions of the contract. The fees/expenses on dispute resolution shall be equally shared by both the parties.</p>

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

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.

(B) FINANCIAL EVALUATION CRITERIA:

- 1.0 The bidder shall have an annual financial turnover of minimum **INR 29,88,360.00 or (USD 39,628.00)** during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date, irrespective of whether their bid is for all the tendered items or not.
- 2.0 "Net Worth" of the bidder should be positive for the financial/accounting year just preceding to the original Bid Closing Date of the Tender (i.e., **year 2020-21**).
- 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 **2020-21** has actually not been audited so far'.

Note:

- a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the technical bid:-
 - i) A certificate issued by a practicing Chartered Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **ANNEXURE-E-I**.

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 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 1.0 above.
 - (ii) Net Worth of the parent/ultimate parent/holding company should be positive in line with Para B 1.1 above.
 - (iii) Corporate Guarantee (ANNEXURE- E VIII attached with this tender) 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.

(C) COMMERCIAL CRITERIA:

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 **120 days** from the date of Bid Closing Date. Bids with lesser validity will be straightway rejected.
- 6.0 **Deleted.**
- 6.1 Deleted
- 7.0 Bidders must confirm in their technical bid that Materials supplied as per the Purchase Order would be under warranty by the suppliers for a minimum period of 01 (one) year from the date of successful completion of installation and commissioning of the entire equipment at site. Any item / sub item failed during the above-mentioned warranty period is to be replaced / repaired within 03 (three) months from the date of notification of such failure. The warranty of the repaired / replaced items shall be correspondingly extended by a period equal to that from the date of failure to the date of commissioning of the replaced/repaired item. In order to keep the equipment fully operational, all spares and accessories required during the warranty period is to be arranged at site by the suppliers or their authorized representatives, within 03 (three) months, at their cost (including Customs Clearance etc.). This is as per clause no. 3 of Section-D.
- 8.0 Successful bidder shall be required to furnish a Performance Security equivalent to three percent (3%) 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:

- (A) Basic Material Value (to indicate HSN code):**
(B) Packing & FOB charges:
(C) FOB Value, A+B:
(D) Ocean Freight Charges upto Kolkata, India:

- (E) Banking & Insurance, @1.5% of C :
- (F) CIF Value, C+D+E :
- (G) IGST @ 5% on F:
- (H) Compensatory Cess, if any:
- (I) CIF+GST Landed Value, F+G+H :
- (J) Training Charges, if any:
- (K) Applicable rate of GST on J:
- (L) Installation & Commissioning Charges, if any:
- (M) Applicable rate of GST on L:
- (N) AMC Charges (Year Wise Break-up to be shown separately) :
- (O) Applicable rate of GST Charges on N:
- (P) Total, I+J+K+L+M+N+O:
- (Q) Total Value in words :
- (R) Gross Weight (IN MT):
- (S) Gross Volume (IN CUBIC METER) :

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

- (A) Basic Material Value (to indicate HSN code):
- (B) Packing & Forwarding charges, if any:
- (C) Total Ex-Works Value, A+B:
- (D) Applicable rate of GST on C:
- (E) Compensatory Cess, if any:
- (F) Total FOR Despatching Station Value, C+D+E:
- (G) Inland Freight Charges upto Duliajan, Assam including GST:
- (H) Transit Insurance Charges, if any including GST:
- (I) Training Charges, if any:
- (J) Applicable rate of GST on I:
- (K) Installation & Commissioning Charges, if any:
- (L) Applicable rate of GST on K:
- (M) AMC Charges (Year wise Break-up to be shown separately):
- (N) Applicable rate of GST on M:
- (O) Total, F+G+H+I+J+K+L+M+N:
- (P) Total Value in words :
- (Q) Gross Weight (in MT):
- (R) Gross Volume (in Cubing Meter):

Local Content (in %):

Note: Please indicate HSN Code of the quoted material. Cost of the individual items must be shown separately.

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.
- (d) In case the Party refuses to sign Integrity Pact.
- (e) Average Annual Turnover of a bidder lower than the annual turnover mentioned in the tender.

D. BID EVALUATION CRITERIA:

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:

D.2 COMMERCIAL

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

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

2) For enquiries with duty exemption benefit – The items covered under this enquiry shall be used by OIL in the PEL/ML areas issued/renewed after 01/04/99 and hence, applicable customs duty for import of goods shall be zero. However, IGST @5% shall be applicable. Indigenous bidder shall be

eligible for concessional rate of GST @5% against Essentiality Certificate for invoice valuing 1.00 lakh and above.

4.1 When only foreign bidders are involved:

The Total Value of Foreign bidder as worked out as per para **10.0 (i), Q** 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. 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 **10.0 (ii), O** 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 **10.0 (i), Q** above and Total Value of the foreign bidder worked out as per Para **10.0 (ii), O (excluding G & H)** 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.

&&&&&&&&&

ANNEXURE-E-I CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY CONCERN

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

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

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

Place:

Date:

Seal

Membership No:

Registration Code:

UDIN :

Signature

***APPLICABLE ONLY FOR GLOBAL TENDER**

ANNEXURE-E-II FORMAT FOR CERTIFICATE OF COMPLIANCE OF FINANCIAL CRITERIA

Ref: Clause No. B-3.0 of SECTION E - Financial Criteria of the BEC

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

The balance sheet/Financial Statements for the **financial year 2020-21** has actually not been audited as on the Original Bid closing Date.

Place :.....

Date :.....

Signature of the authorized signatory

Note: Please note that any declaration having date after the **Bid closing Date** will not be considered and will be rejected. 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.

ANNEXURE-E-III UNDERTAKING OF AUTHENTICITY OF
INFORMATION/DOCUMENTS SUBMITTED

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 Authorized Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

Annexure-E-IV – UNDERTAKING ON GROUND OF DEFENCE

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

Ref. No _____

Date _____

Tender No. _____

Dated _____

OIL INDIA LIMITED

.....

.....

Dear Sirs,

“We have read the clause regarding restrictions on procurement from a bidder or a country which shares a land border with India; We certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. We hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where evidence of valid registration by the Competent Authority shall be attached.]”

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

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

Annexure-E-V BID SECURING DECLARATION

BID SECURING DECLARATION

To,
OIL INDIA LIMITED
P. O. - DULIAJAN - 786 602
ASSAM, INDIA

Whereas (herein after
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 if I/We withdraw or modify our
Bid during the period of validity, or if I/We are awarded the contract and I/We fail
to sign the contract, or to submit a performance security before the deadline defined in
the NIT
/ Purchase Order, then I/We shall be suspended for the period of two (2) years. This
suspension of two years shall be automatic without conducting any enquiry.

Signature & Seal of the Bidder

Annexure-E-VI FORM 10F

[See sub-rule (1) of rule 21AB]

Information to be provided under sub-section (5) of section 90 or sub-section (5) of section 90A of the Income-tax Act, 1961

I, *son/daughter of Shri..... in the capacity of..... (designation) do provide the following information, relevant to the previous year.....
*in my case/in the case of for the purposes of sub-section (5) of *section 90/section 90A:—

Sl. No.	Nature of information	:	Details #
(i)	Status (individual, company, firm etc.) of the assessee	:	
(ii)	Permanent Account Number or Aadhaar Number of the assessee if allotted	:	
(iii)	Nationality (in the case of an individual) or Country or specified territory of incorporation or registration (in the case of others)	:	
(iv)	Assessee's tax identification number in the country or specified territory of residence and if there is no such number, then, a unique number on the basis of which the person is identified by the Government of the country or the specified territory of which the assessee claims to be a resident	:	
(v)	Period for which the residential status as mentioned in the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A is applicable	:	
(vi)	Address of the assessee in the country or territory outside India during the period for which the certificate, mentioned in (v) above, is applicable	:	

2. I have obtained a certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A from the Government of
(name of country or specified territory outside India)

Signature:

Name:

Address:

Permanent Account Number or Aadhaar Number

.....

Verification

I do hereby declare that to the best of my knowledge and belief what is stated above is correct, complete and is truly stated.

Verified today the day of.....

.....
.....
Signature of the person providing the information

Place:

Notes :

1. *Delete whichever is not applicable.
2. #Write N.A. if the relevant information forms part of the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A.

Annexure-E-VII No Business Connection or Permanent Establishment Certificate

(On the official Letter Head of the Bidder)

To

Date:_____

Oil India Limited
Duliajan, Assam
India - 786602

Sir,

Sub: No Business Connection or Permanent Establishment declaration for FY.....

This is to certify that.....(Name of the bidder/contractor) is a company incorporated in(country). We are resident of(country) and the services have been rendered in(country). We do not have any business connection in India as per the provision of Section 9 of the Indian Income Tax Act 1961 or any Permanent Establishment as defined in Article 5 of the India and.....(country) DTAA.

We hereby certify that we will notify OIL in case of any change in the status as certified above.

We also affirm that we shall hold you indemnified, if in future, anything is found contrary to the above and your company faces any issues or demand under Indian Income Tax Act due to any wrong or misstatement by us.

For

Authorised Signatory

(Note – Please refer definition of the Business Connection and Permanent Establishment in the relevant DTAA)

Definition of Business Connection

"Business connection" as defined in Section 9 of the Income Tax Act shall include any business activity carried out through a person who, acting on behalf of the non-resident,—

- (a) Has and habitually exercises in India, an authority to conclude contracts on behalf of the non-resident, unless his activities are limited to the purchase of goods or merchandise for the non-resident; or*
- (b) Has no such authority, but habitually maintains in India a stock of goods or merchandise from which he regularly delivers goods or merchandise on behalf of the non-resident; or*
- (c) Habitually secures orders in India, mainly or wholly for the non-resident or for that non-resident and other non-residents controlling, controlled by, or subject to the same common control, as that non-resident:*

Provided that such business connection shall not include any business activity carried out through a broker, general commission agent or any other agent having an independent status, if such broker, general commission agent or any other agent having an independent status is acting in the ordinary course of his business:

Provided further that where such broker, general commission agent or any other agent works mainly or wholly on behalf of a non-resident(hereafter in this proviso referred to as the principal non -resident) or on behalf of such non-resident and other non-residents which are controlled by the principal non- resident or have a controlling interest in the principal non-resident or are subject to the same common control as the principal non-resident, he shall not be deemed to be a broker, general commission agent or an agent of an independent status.

ANNEXURE-E VIII 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 hereinafter 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)

for and on behalf of
(Bidder)

Witness:

- 1.
- 2.

Witness:

- 1.
- 2.

ANNEXURE-E IX PP-LC POLICY

POLICY TO PROVIDE PURCHASE PREFERENCE (LINKED WITH LOCAL CONTENT) (PP -LC) IN ALL PUBLIC SECTOR UNDERTAKINGS UNDER MINISTRY OF PETROLEUM AND NATURAL GAS- AMENDED

1. Preamble

- 1.1. In tune with Make in India (MII) campaign in oil and gas sector, the Government has decided to incentivise the growth in local content in goods and services while implementing oil and gas projects in India, and
- 1.2. Whereas the Public procurement policy rests upon the core principles of competitiveness, adhering to sound procurement practices and execution of orders for supply of goods or services in accordance with a system which is fair, equitable, transparent, competitive and cost effective, and
- 1.3. Whereas, the local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them etc.
- 1.4. Whereas incentivising enhanced local content in the procurement of goods and/or services in oil and gas business activities would lead to increased local industry content;
- 1.5. Therefore, the Ministry of Petroleum and Natural Gas (MoPNG) has decided to stipulate the following policy for providing Purchase Preference to the manufacturers/service providers having the capability of meeting/ exceeding the local content targets in oil and gas business activities;
- 1.6. This policy considers the Local Content (LC) as the added value brought to India through the activities of the oil and gas industry. This may be measured (by project, affiliate, and/or country aggregate) and undertaken through Workforce development and investments in supplier development through developing and procuring supplies and services locally.

2. Definitions

- 2.1. **Oil and Gas Business Activity** shall comprise of Upstream, Midstream and Downstream business activities.
- 2.2. **Domestic products** shall be goods and/or service (including design and engineering), produced by companies, investing and producing in India.

- 2.3. **Local Content** hereinafter abbreviated to LC means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- 2.4. **Domestic Manufacturer** shall be business entity or individual having business activity established under Indian law and producing products domestically.
- 2.5. **Supplier of goods and/or provider of service** shall be a business entity having capability of providing goods and/or service in accordance with the business line and qualification thereof and classified as under:
- 'Class-I local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50% as defined under this Policy.
- 'Class-II local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Policy.
- 'Non-local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Policy.
- 2.6. **Steering Committee** means the committee to be constituted by MoPNG to provide effective guidance and to oversee the implementation of the Policy on a regular and continuing basis.
- 2.7. **Verification** shall be an activity to verify the accomplishment of LC by domestic manufacturers and/or suppliers of goods and/or providers of service with the data obtained or collected from respective business activities.
- 2.8. **Purchase preference:** Where the quoted price is within the margin of purchase preference of the lowest price, other things being equal, purchase preference may be granted to the bidder concerned, at the lowest valid price bid.
- 2.9. **Local Content (LC)** in Goods shall be the use of raw materials, design and engineering towards manufacturing, fabrication and finishing of work carried out within the country.
- 2.10. **Local Content (LC)** in Services shall be the use of services up to the final delivery by utilizing manpower (including specialist), working appliance (including software) and supporting facilities carried out within in the country.

- 2.11. **Local Content (LC)** in EPC contracts shall be the use of materials, design and engineering comprising of manufacturing, fabrication, assembly and finishing as well as the use of services by utilizing manpower (including specialist), working appliance (including software) and supporting facility up to the final delivery, carried out within the country.
- 2.12. **Factory overhead cost** shall be indirect costs of manpower, machine/working appliance/facility and the whole other fabrication costs needed to produce a unit of product with the cost not chargeable directly to specified product.
- 2.13. **Company overhead cost** shall be costs related to the marketing, administration and general affairs cost of the company.
- 2.14. **Indian Company** means a company formed and registered under the Companies Act, 2013.
- 2.15. **Foreign company** means any company or body corporate incorporated outside India which- (a) has a place of business in India whether by itself or through an agent, physically or through electronic mode; and (b) conducts any business activity in India in any other manner.

3. Scope

- 3.1. The regulation shall be intended to:
- 3.1.1. Support and boost the growth of domestic manufacturing sector so as to be able to support oil and natural gas business activities and contribute added value to economy, absorb manpower as well as have national, regional and international competitiveness;
- 3.1.2. Support and boost the growth of innovation/technology of domestic manufacturing sector.
- 3.2. This policy shall apply to all the Public Sector Undertakings and their wholly owned subsidiaries under the Ministry of Petroleum and Natural Gas; Joint Ventures that have 51 % or more equity by one or more Public Sector Undertakings under the Ministry of Petroleum and Natural Gas; attached and subordinate offices of MoPNG.
- 3.3. This policy shall not include goods/services falling under Micro Small and Medium Enterprises (MSME) or Domestically Manufactured Electronic Products (DMEP), as those products/ services are already covered under specific policy. However, an option would be given in the tender for the bidder to declare preference for seeking benefit under PP-LC/MSME or DMEP.

- 3.4. The policy is not applicable for HP-HT operations for the time being. The Charter Hiring of offshore vessels shall continue to be governed by DG, Shipping Guidelines. Indian Flag Vessels shall be considered as having 100% LC.
- 3.5. The prescribed local content in the Policy shall be applicable on the date of Notice inviting Tender.

4. Procurement

- 4.1. The procuring companies shall follow their own procurement procedures. Aggregation of annual requirements and such other procurement practices, which facilitate the implementation of this policy, may be adopted by procuring companies.
- 4.2. In respect of Global Tender Enquiry (GTE) the guidelines as issued by Government of India from time to time shall be applicable on the procuring entities.
- 4.3. **Margin of Purchase preference:** The margin of purchase preference shall be 20%.
- 4.4. (a) In respect of all goods, services or works in respect of which the Nodal Ministry/ Department under DPIIT's Public Procurement (Preference to Make in India) Order, 2017 has communicated that there is sufficient local capacity and local competition, only Class-I local supplier shall be eligible to bid irrespective of purchase value.
- (b) For all other local tenders, Class-I local supplier and Class-II local supplier shall be eligible to bid irrespective of purchase value, but preference to be given as per PP-LC to the Class-I local supplier.
- (c) Only Class-I local supplier and Class-I I local supplier, as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, Non-local suppliers shall also be eligible to bid along with Class-I local suppliers and Class-II local suppliers.
- (d) Class-II local supplier will not get purchase preference in any procurement, undertaken by procuring entities.
- 4.5. In National Competitive Bid procurements of all items not covered by para 4.4 (a) and where the estimated value to be procured i.e. total value of enquiry/ tender, is less than Rs. 1 Crore shall be exempt from this Policy. In case of International Competitive Bids, the policy shall be applicable irrespective of the tender estimate. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Policy.

- 4.6. The producers of goods and/or providers of services shall be obliged to fulfil the requirements of quality and delivery time in accordance with the provisions of the respective contracts of goods and services.
- 4.7. If the Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/or other items relating to the Ministry.
- 4.8. For the purpose of para 4.7 above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or (ii) a majority of its shareholding or effective control of the entity is exercised from that country, or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meets any of these tests with respect to India.

5. Purchase Preference- Linked with Local Content (LC)

- 5.1. In procurement of all items not covered by para 4.4 (a), the following provisions may be considered for LC linked Purchase Preference:

5.1.1. The manufacturers/service providers having the capability of meeting/ exceeding the local content targets shall be eligible for purchase preference under the policy, i.e. LC manufacturers/ LC service providers respectively as described below.

5.1.2. Wherever the goods/services are procured under this policy, eligible (techno commercially qualified) Class I Local supplier may be granted a purchase preference where the quoted price is within the margin of purchase preference of the lowest price, other things being equal, purchase preference may be granted to the eligible (techno-commercially qualified) Class I Local supplier concerned, at the lowest valid price bid.

5.1.3. **Goods:** The tender for procuring goods would specify that the contract for 50% of the procured quantity would be awarded to the lowest techno-commercially qualified Class I Local supplier, subject to matching with L1, if such bidders are available. The remaining will be awarded to L1.

5.1.3.1. However, if L1 bidder happens to be a Class-I Local supplier, the entire procurement value shall be awarded to such bidder;

5.1.3.2. If in the opinion of the procuring company, the tenders (procured quantity) cannot be divided in the prescribed ratio of

50:50, then they shall have the right to award contract to the eligible Class-I Local supplier for quantity not less than 50%, as may be divisible.

5.1.3.3. In continuation to 5.1.3.2 above, if the tendered item is non divisible, (to be included in the tender document by procuring company) the contract can be awarded to the eligible Class-I Local supplier for the entire quantity.

5.1.4. **Services/ EPC Contracts:** The tender for oil and gas services/ EPC contracts shall not normally be split. For such procurement the tender would specify that the entire contract would be awarded to the lowest techno-commercially qualified Class I Local supplier, subject to matching with L1, if such bidders are available. However, tender for certain oil & gas services can normally be split, in such cases, splitting shall be allowed and specified in tender document. Such services shall follow the procedure outlined for goods as described in para 5.1.3. The procuring company should clearly specify in the tender document whether the tender shall be split or not.

5.1.5. For para 5.1.3 and 5.1.4 above, only those LC manufacturers/ service providers whose bids are within the margin of purchase preference would be allowed an opportunity to match L1 bid.

5.1.6. The tender conditions would ensure that local content in oil & gas products is encouraged. However, the procuring company may incorporate such stipulations as may be considered necessary to satisfy themselves of the production capability and product quality of the manufacturer.

5.1.7. The procedure for award under the policy is at **Enclosure - I.**

6. Determination of LC

6.1. LC of goods

6.1.1. LC of goods shall be computed on the basis of the cost of domestic components in goods, compared to the whole cost of product.

6.1.2. The criteria for determination of the local content cost in the goods shall be as follows:

- a) in the case of direct component (material), based on country of origin;
- b) in the case of manpower, based on INR component.

6.1.3. The calculation of LC of the combination of several kinds of goods shall be based on the ratio of the sum of the multiplication of LC of each of the goods with the acquisition price of each goods to the acquisition price of the combination of goods.

6.2. LC of service

6.2.1. LC of Service shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of service.

6.2.2. The total cost of service shall be constituted of the cost spent for rendering of service, covering:

- a) cost of component (material) which is used;
- b) manpower and consultant cost; cost of working equipment/ facility; and
- c) general service cost.

6.2.3. The criteria for determination of cost of local content in the service shall be as follows:

- (a) in the case of material being used to help the provision of service, based on country of origin;
- (b) in the case of manpower and consultant based on INR component of the services contract;
- (c) in the case of working equipment/facility, based on country of origin; and
- (d) in the case of general service cost, based on the criteria as mentioned in clauses a, b, and c above.
- (e) Indian flag vessels in operation as on date.

6.3. LC of the EPC Contracts:

6.3.1. LC of EPC contracts shall be the ratio of the whole cost of domestic components in the combination of goods and services to the whole combined cost of goods and services.

6.3.2. The whole combined cost of goods and services shall be the cost spent to produce the combination of goods and services, which is incurred on work site. LC of the combination of goods and services shall be counted in every activity of the combination work of goods and services.

6.3.3. The spent cost as mentioned in paragraph 6.3.2 shall include production cost in the calculation of LC of goods as mentioned in clause 6.1.1 and service cost in the calculation of LC of services as mentioned in clause 6.2.2.

6.4. Calculation of LC and Reporting

LC shall be calculated on the basis of verifiable data. In the case of data used in the calculation of LC being not verifiable, the value of LC of the said component shall be treated as nil.

7. Certification and Verification

7.1. Class I/Class II Local suppliers are eligible to bid only if they meet the local content norms, therefore whether or not they want to avail PP-LC benefit, it will still be mandatory for them to give adequate documentation as follows to establish their status as class-I or class-II local supplier:

7.1.2. At bidding stage:

(a) Price Break-up:

- The bidder shall provide the percentage of local content in the bid.

(b)

- The bidder shall submit an undertaking from the authorised signatory of bidder having the power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
- In cases of procurement for a value in excess of Rs 10 crores, the undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.
- However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practising cost accountant or practising chartered accountant giving the percentage of local content is also acceptable.

7.1.3. After Contract Award:

- The bidder shall submit an undertaking from the authorised signatory of bidder having the power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

- In cases of procurement for a value in excess of Rs 10 crores, the undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.
- However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practising cost accountant or practising chartered accountant giving the percentage of local content is also acceptable.

7.2. Each supplier shall provide the necessary local-content documentation to the statutory auditor, which shall review and determine that local content requirements have been met, and issue a local content certificate to that effect on behalf of procuring company, stating the percentage of local content in the good or service measured. The Auditor shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.

7.3. The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.

7.4. As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing on the date of notice inviting tender (NIT) shall be considered for the calculation of Local Content.

7.5. The Procuring Company shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.

8. Governance and Supervision

8.1. A Steering Committee will be constituted by MoPNG to provide effective guidance and to oversee the effective implementation of the Policy including review and amendments required therein. The Steering Committee may consider representations on target Local Content in goods, services and EPC and modify the policy accordingly.

8.2. The Steering Committee shall annually conduct a review of the policy implementation which shall specifically cover the issue of whether there has

been adequate competition, and whether the policy has resulted in any reduction in competition/ exclusion of non-local bidders or any cost increase to the purchasing PSU, particularly in respect of services & works contracts.

9. Sanctions

9.1. The Procuring companies shall impose sanction on manufacturers/ service providers not fulfilling LC of goods/ services in accordance with the value mentioned in certificate of LC.

9.2. The sanctions may be in the form of written warning, financial penalty and blacklisting.

9.3. In the event that a manufacturer or supplier of goods and/or provider of services does not fulfil his obligation after the expiration of the period specified in such warning, the procuring company can initiate action for blacklisting such manufacturer/supplier/service provider.

9.4. A manufacturer and/or supplier of goods and/or provider of services who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty specified in clause 9.4.1.

9.4.1. The financial penalty shall be over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the Contract Price.

10. **Clarification on Goods/Services:** Any issue regarding the coverage of a particular good/ service under the proposed policy would be referred to the Steering Committee for clarification.

11. **Powers to grant exemption and to reduce minimum local content:** Wherever proper justification exists, Ministry of Petroleum and Natural Gas may by written order, for reasons to be recorded in writing,

- a) Reduce the minimum local content below the prescribed level; or
- b) Reduce the margin of purchase preference below 20%; or
- c) Exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

12. **Time Period:** The Policy shall be applicable for 5 years. Except for 2017-18, the Policy shall not be continued unless, the Steering Committee by September 30th of each year, concludes a review as per para 8.2 of the Policy and recommends continuation of the Purchase Preference.

Enclosure - I

PROCEDURE FOR AWARD OF CONTRACTS

Procedure for award of contracts under this policy shall be as follows:

- 1.1 In procurement of all items which are divisible in nature, the 'Class I local supplier' shall get purchase preference over 'Class II local supplier' as well as 'Non Local Supplier' as per following procedure:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class I local supplier', the contract for full quantity will be awarded to L1.
 - ii. If L1 bid is not a 'Class I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, lowest bidder among the 'Class I Local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- 1.2 In the procurement of all items which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L 1 is 'Class-I local supplier', the contract will be awarded to L1.
 - ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 - iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

ANNEXURE E-X PERFORMANCE SECURITY FORM

TO,

**OIL INDIA LIMITED,
DULIAJAN - 786 602
ASSAM, INDIA**

WHEREAS.....
.....

(Name of the Seller)

(herein after called 'the Seller') has undertaken, in pursuance of Order No.....
.....dated...../...../..... to supply.....
.....(description of Goods and Services) hereinafter called 'the Contract'.

AND WHEREAS it has been stipulated by you in the said Contract that the Seller shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as security for compliance with the Seller's performance obligation in accordance with the Contract.

AND WHEREAS we have agreed to give the Seller a Guarantee:

THEREFORE, we hereby affirm that we are Guarantors on responsible to you, on behalf of the seller, upto a total of..... (Amount of the Guarantee in words and figures) and we undertake to pay you, upon first written demand declaring the Seller to be in default under the contract and without cavil or argument and sum or sums within the limits of.....
.....(Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee is valid until the day of

The details of the issuing bank and controlling bank are as under:

A. Issuing Bank

- 1. Full address of the bank:**
- 2. Email address of the bankers:**
- 3. Mobile nos. of the contact persons:**

B. Controlling Office

1. Address of the controlling office of the BG issuing banks:
2. Name of the contact persons at the controlling office with their mobile nos. and email address:

Signature & Seal of the guarantors

Date
.....
Witness

APPENDIX-C:: COMMERCIAL CHECK LIST

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

Sl#	REQUIREMENT	COMPLIANCE
1.0	Whether bid submitted under Single Stage Two Bid System?	Yes / No
2.0	Whether quoted as manufacturer?	Yes / No
2.1	Whether quoted as OEM Dealer / Supply House. To Specify-	Yes / No
2.2	If quoted as OEM Dealer / Supply House	Yes / No
	(a) Whether submitted valid and proper authorization letter from manufacturer confirming that bidder is their authorized Dealer / supply House for the product offered ?	
	(b) Whether manufacturer's back-up Warranty/Guarantee certificate submitted?	
3.0	Whether ORIGINAL Bid Bond (not copy of Bid Bond) as per Revised Format(Annexure VII Revised) Sent separately? If YES, provide details	Yes / No
	(a) Amount :	
	(b) Name of issuing Bank :	
	(c) Validity of Bid Bond :	
4.0	Whether offered firm prices ?	Yes / No
4.1	Whether quoted offer validity of 120 days from the bid closing date of tender?	Yes / No
4.2	Whether quoted a firm delivery period?	Yes / No
4.3	Whether agreed to the NIT Warranty clause?	Yes / No
4.4	Whether confirmed acceptance of tender Payment Terms as per Booklet MM/GLOBAL/E-05?	Yes / No
5.0	Whether confirmed to submit PBG as asked for in NIT?	Yes / No
5.1	Whether agreed to submit PBG within 30 days of placement of order?	Yes / No
6.0	Whether Price submitted as per Price Schedule	Yes / No
6.1	Whether cost of Recommended Spares for 2 years of operations quoted?	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	Yes / No

	specify:	
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

TO BE FILLED UP IN DETAIL:

Sl No	Requirement	Bidder's Reply
01	Offer reference & Date	
02	Name, Address, Phone No & E-mail of Bidder	
03	Bank details of Bidder	
04	Name of Manufacturer	
05	Bid validity	
08	Payment Terms	
09	Guarantee/Warranty Terms	
10	Delivery Period	
11	Country of Origin	
12	Port of Despatch / Despatching Station	
13	Confirm submission Integrity pact, if required as per NIT	
14	Confirm acceptance of PBG clause, if required as per NIT	

15	Compliance to: Liquidated Damage Warranty/Guarantee Arbitration/Resolution of Dispute Force Majeure Applicable laws	
16	Confirm submission of the balance sheet/Financial Statements for the financial year 2020.21. If not, whether declaration as per BRC submitted (refer ANNEXURE –E-I).	
17	Confirm submission of undertaking towards authenticity of submitted documents (refer ANNEXURE –E-III).	
18	Exception/Deviations quoted, if any, to be given in details or refer to respective page of the bid documents	
19	Whether submitted all the applicable Annexures as per document MM/GLOBAL/E-01/2005.	
20	Local Content (in %)	

Signature _____

Name _____

Designation _____

.....

ANNEXURE - II

**TECHNICAL EVALUATION 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>BID EVALUATION 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	Experience:		
2.A	MANUFACTURERS EXPERIENCE: IN CASE THE 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:		
2.A.i	They must have an experience of minimum 5 (Five) years in manufacturing the quoted item(s) under relevant API certification as on the original bid		

	<p>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 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, 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 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> <ul style="list-style-type: none"> 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. V. Commercial Invoice/ Payment Invoice 		
2.B	<p>IN CASE THE BIDDER IS NOT A MANUFACTURER:</p> <p>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:</p>		
2.B.I	<p>Authorization 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.</p>		

2.B.II	Undertaking 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	Warranty 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	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.		
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 bidder's own supply experience 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 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 (P.O.) Nos. of OIL in their technical bid.		
4.0	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 (P.O.) Nos. of OIL executed by that manufacturer in their technical bid. However, such bidder must meet Clause No. 2.(B).(VI) above.		
5.0	The bidder should categorically confirm in the technical bid that the tendered		

	items will be supplied within the delivery period as mentioned in the tender, without which the bid will be rejected.		
6.0	Additional Documents:		
6.1	<p>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:</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"> 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	<p>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:</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"> 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. 		

ANNEXURE - II

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

TECHNICAL SPECIFICATIONS 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)
	<p>A) 3.00 INCHES SQUARE LEFT HAND KELLY - 04 NUMBERS</p> <p>A.1) SQUARE KELLY MANUFACTURED, TESTED, CERTIFIED AND MARKED AS PER API SPEC 7-1 (LATEST EDITION) AND ISO 10424-1 & 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 & 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>A.2) UPPER UPSET:</p> <p>5.3/4" (146.05 MM) OD X 16" (406.40 MM) LENGTH WITH 4.1/2" API REG. RIGHT HAND BOX-UP CONNECTION.</p> <p>A.3) LOWER UPSET:</p>		

	<p>4.1/8" (104.775 MM) OD X 20" (508.0 MM) LENGTH WITH 2.7/8" API IF (NC-31) LEFT 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>		
	NOTE FOR BIDDERS:		
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.		

ANNEXURE - 1

TECHNICAL CHECKLIST FOR SQUARE KELLY

Sl. No	DESCRIPTIONS	REMARKS
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