ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्यम)
Oil India Limited
(A Government of India Enterprise)
Conquering Newer Horizons

MATERIALS DEPARTMENT
P.O. Duliajan, Dist. Dibrugarh
ASSAM, PIN – 786 602, INDIA
TEL : (+91) 374 2808705
E-mail: ***bikramjit_singha@oilindia.in***

SAVE FUEL YAANI SAVE MONEY

FORWARDING LETTER

Subject: **Tender No. SDG8893P22/09 dated 25.11.2021 for supply of Pony Drill Collars**

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 connected by Air with nearest Airport at Dibrugarh, 45 km away.

2.0 In connection to its operations, OIL invites **INTERNATIONAL COMPETITIVE BIDS** from competent and experienced bidders through OIL's e-procurement site for **"Supply of Pony Drill Collars"**. 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.	:	**SDG8893P22/09 dated 25.11.2021**
Type of Bidding	:	**SINGLE STAGE TWO BID SYSTEM**
Bid Closing Date & Time	:	**12.01.2022 at 11:00 HRS.**
Technical Bid Opening Date & Time	:	**12.01.2022 at 14:00 HRS.**
Price Bid Opening Date & Time	:	To be decided later and shall be intimated separately to the technically qualified bidders only.
Bid Security Amount	:	**Not applicable** *(Bid Security Declaration to be submitted)*
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.
Performance Guarantee	:	Applicable @ 3% of Order value
Integrity Pact	:	Applicable
MSE Purchase Preference	:	Applicable
PPLC Purchase Preference	:	Applicable
Preference to domestically manufactured Iron and Steel product (DMI&SP Policy)	:	***NOT APPLICABLE AGAINST THIS TENDER***
Document Verification		***NOT APPLICABLE AGAINST THIS TENDER*** *(Detailed in clause 47 of under CC: General Notes to Bidders of Annexure – H)*
Contact Details	:	M. Bikramjit Singha Chief Manager Materials (FD) E-MAIL: bikramjit_singha@oilindia.in PHN: 0374-2808705
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.

Annexure - A	:	AA: Item Detail and Quantity of Items BB: Deleted
Annexure - B	:	AA: Technical Specifications BB: Special Notes to Bidders
Annexure - C	:	Bid Rejection Criteria/Bid Evaluation Criteria
Annexure – D(i)	:	Commercial Check List
~~Annexure – D(ii)~~		~~Technical Check List~~
Annexure - E	:	Bid Evaluation Matrix (Technical)
Annexure - F		Bid Evaluation Matrix (Bid Rejection Criteria)
Annexure – G(i)		Price Bid Format/Price Schedule – For Domestic Bidders *(Attached in 'Notes & Attachments')*
Annexure – G(ii)		Price Bid Format/Price Schedule – For Foreign Bidders *(Attached in 'Notes & Attachments')*
Annexure - H		AA: General Notes to Bidders BB: Additional Notes to Bidders
Appendix - H1		Purchase Preference (linked with local content) policy
Appendix - H2		Policy for providing preference to Domestically Manufactured Iron & Steel Products (DMI & SP) ***NOT APPLICABLE AGAINST THIS TENDER***
Appendix - H3		Amendment to DMI&SP vide Gazette notification No. S-13026/1/2020- IDD dated 31.12.2020, Ministry of Steel for certain amendment to DMI&SP policy ***NOT APPLICABLE AGAINST THIS TENDER***
Appendix - H4		Restrictions on procurement from a bidder of a country which shares a land border with India.
General Terms & Conditions	:	General Terms & Conditions" for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders).
Proforma - 1	:	Format for Bid Security Declaration
Proforma - 2	:	Format for Integrity Pact
Proforma - 3	:	Format for Performance Security
Proforma - 4	:	Format for undertaking towards submission of authentic information / documents
Proforma - 5	:	Format for undertaking towards compliance of restriction on procurement from a bidder of a country which shares a land border with India
Proforma - 6		Form 10F
Proforma - 7	:	Format for No Business Connection or Permanent Establishment Certificate
Proforma - 8	:	Format for undertaking towards compliance of Financial Criteria
Proforma - 9	:	Format for Annual Turn Over and Networth Certificate
Proforma - 10	:	Format for Corporate Guarantee towards Financial Standing

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

Thanking You
Yours Faithfully,
OIL INDIA LIMITED

(M. B. SINGHA)
Chief Manager Materials (FD)
For GM-Materials (HoD)
For Resident Chief Executive

PART – A

TENDER NO. SDG8893P22/09 DATED 25.11.2021 FOR PROCUREMENT OF PONY DRILL COLLAR

Annexure - A	**:**	**AA: Item Details and Quantities of Item** **BB: Deleted**
Annexure - B	**:**	**AA: Technical Specifications** **BB: Special Notes to Bidders**
Annexure - C	**:**	**Bid Rejection Criteria/Bid Evaluation Criteria**
Annexure – D(i)	**:**	**Commercial Check List**
~~**Annexure – D(ii)**~~		~~**Technical Check List**~~
Annexure - E	**:**	**Bid Evaluation Matrix (Technical)**
Annexure - F		**Bid Evaluation Matrix (Bid Rejection Criteria)**
Annexure – G(i)		**Price Bid Format/Price Schedule – For Domestic Bidders *(Attached in 'Notes & Attachments')***
Annexure – G(ii)		**Price Bid Format/Price Schedule – For Foreign Bidders**

ANNEXURE – A

AA: ITEM DETAILS & QUANTITY OF ITEMS

SL NO.	ITEM DESCRIPTION	QUANTITY
10	**9.1/2 INCH OD PONY DRILL COLLAR, LENGTH: 2 m** ***Detailed Technical Specification is provided in Annexure - B***	**02 Nos.**
20	**9.1/2 INCH OD PONY DRILL COLLAR, LENGTH: 3 m** ***Detailed Technical Specification is provided in Annexure - B***	**02 Nos.**
30	**9.1/2 INCH OD PONY DRILL COLLAR, LENGTH: 4 m** ***Detailed Technical Specification is provided in Annexure – B***	**02 Nos.**
40	**8.0 INCH OD PONY DRILL COLLAR, LENGTH: 2 m** ***Detailed Technical Specification is provided in Annexure - B***	**02 Nos.**
50	**8.0 INCH OD PONY DRILL COLLAR, LENGTH: 3 m** ***Detailed Technical Specification is provided in Annexure - B***	**02 Nos.**
60	**8.0 INCH OD PONY DRILL COLLAR, LENGTH: 4 m** ***Detailed Technical Specification is provided in Annexure - B***	**02 Nos.**
70	**6.1/2 INCH OD PONY DRILL COLLAR, LENGTH: 2 m** ***Detailed Technical Specification is provided in Annexure - B***	**02 Nos.**
80	**6.1/2 INCH OD PONY DRILL COLLAR, LENGTH: 3 m** ***Detailed Technical Specification is provided in Annexure - B***	**02 Nos.**
90	**6.1/2 INCH OD PONY DRILL COLLAR, LENGTH: 4 m** ***Detailed Technical Specification is provided in Annexure - B***	**02 Nos.**

BB: PRE-BID CONFERENCE:

1.0 Not applicable

ANNEXURE – B

AA: TECHNICAL SPECIFICATIONS

SL NO.	ITEM DESCRIPTION	QTY
10	**9.1/2 INCH OD PONY DRILL COLLAR, Length: 2 m** **A) Features & Specifications**: Pony Drill Collars (Spiral) manufactured from AISI 4145 H modified alloy steel and fully heat treated to 285-341 Brinell hardness. The mechanical properties of the pony drill collars should meet API Spec. 7-1 requirements. Pony Drill collars should have the following features on their thread connections (box up x pin down): a) API stress relief groove on pin end. b) API bore back box. c) All connections should be phosphatised. d) All thread roots should be cold rolled. e) All connections should be coated with an API lubricant and provided with pressed steel thread protectors installed at both ends. Bidder(s) should confirm the same while quoting. **Note**: *Drill Collars should be provided without Zip Lift Recess for elevators.* Pony Drill Collars shall have the following specifications: Type : Spiral grooved. Outside Diameter : 241.30 mm (9.1/2 inch) Inside Diameter : 76.20 mm (3 inch) Length : 2 m (6.56 feet) +/- 5 inch ------- 02 Joints. Thread Connections : 193.675 mm (7.5/8 inch) API Reg. (RH) box up x pin down OD of Slip Recess : 228.60 mm (9 inch) Length of Slip Recess : 533.40 mm (21 inch) minimum Beginning of Slip Recess : 1066.80 mm (42 inch) from box end. Hard banding : 254 mm (10 inch) long wear pad below slip recess & 102 mm (04 inch) long wear pad above slip recess. **B) Third Party Inspection**: OIL shall arrange and bear for Third Party Inspection of the materials at Bidder's/ Manufacturer's plant as per the broad Scope of Work mentioned herein the tender. Bidder shall extend all necessary facility to the Third Party Inspection Agency for smooth conduct of the inspection. Inspection by the third party shall also include the following: i. Material identification ii. Stage Inspection at random visit basis during manufacturing iii. Audit and endorsement of all chemical analysis and physical test reports.	**02 Nos.**

	iv. Witness dimensional checks v. Witness mechanical tests and verification of certificates. vi. Witness / verification of certificates of NDT/NDE as per API Spec 7-1. vii. Visual inspection for imperfections viii. Witness/ verification of certificates of Longitudinal defect identification ix. Witness/ verification of certificates Transverse defects identification x. Wall thickness measurement xi. Joint inspection xii. Thread inspection xiii. Issue of certificates **Note:** *For other terms & conditions of TPI, please refer to additional notes on TPI in 'Special Notes to bidders'.*	
20	**9.1/2 INCH OD PONY DRILL COLLAR, Length: 3 m** **A) Features & Specifications**: Pony Drill Collars (Spiral) manufactured from AISI 4145 H modified alloy steel and fully heat treated to 285-341 Brinell hardness. The mechanical properties of the pony drill collars should meet API Spec. 7-1 requirements. Pony Drill collars should have the following features on their thread connections (box up x pin down): a) API stress relief groove on pin end. b) API bore back box. c) All connections should be phosphatised. d) All thread roots should be cold rolled. e) All connections should be coated with an API lubricant and provided with pressed steel thread protectors installed at both ends. Bidder(s) should confirm the same while quoting. **Note:** *Drill Collars should be provided without Zip Lift Recess for elevators.* Pony Drill Collars shall have the following specifications: Type : Spiral grooved. Outside Diameter : 241.30 mm (9.1/2 inch) Inside Diameter : 76.20 mm (3 inch) Length : 3 m (9.84 feet) +/- 5 inch ------- 02 Joints. Thread Connections : 193.675 mm (7.5/8 inch) API Reg. (RH) box up x pin down OD of Slip Recess : 228.60 mm (9 inch) Length of Slip Recess : 533.40 mm (21 inch) minimum Beginning of Slip Recess : 1066.80 mm (42 inch) from box end. Hard banding : 254 mm (10 inch) long wear pad below slip recess & 102 mm (04 inch) long wear pad above slip recess. **B) Third Party Inspection**: OIL shall arrange and bear for Third Party Inspection of the materials at Bidder's/Manufacturer's plant as per the broad Scope of Work mentioned herein the tender. Bidder shall extend all necessary facility to the Third Party Inspection Agency	**02 Nos.**

	for smooth conduct of the inspection. Inspection by the third party shall also include the following: i. Material identification ii. Stage Inspection at random visit basis during manufacturing iii. Audit and endorsement of all chemical analysis and physical test reports. iv. Witness dimensional checks v. Witness mechanical tests and verification of certificates. vi. Witness / verification of certificates of NDT/NDE as per API Spec 7-1. vii. Visual inspection for imperfections viii. Witness/ verification of certificates of Longitudinal defect identification ix. Witness/ verification of certificates Transverse defects identification x. Wall thickness measurement xi. Joint inspection xii. Thread inspection xiii. Issue of certificates **Note**: *For other terms & conditions of TPI, please refer to additional notes on TPI in ' Special Notes to bidders'.*	
30	**9.1/2 INCH OD PONY DRILL COLLAR, Length: 4 m** **A) Features & Specifications**: Pony Drill Collars (Spiral) manufactured from AISI 4145 H modified alloy steel and fully heat treated to 285-341 Brinell hardness. The mechanical properties of the pony drill collars should meet API Spec. 7-1 requirements. Pony Drill collars should have the following features on their thread connections (box up x pin down): a) API stress relief groove on pin end. b) API bore back box. c) All connections should be phosphatised. d) All thread roots should be cold rolled. e) All connections should be coated with an API lubricant and provided with pressed steel thread protectors installed at both ends. Bidder(s) should confirm the same while quoting. **Note**: *Drill Collars should be provided without Zip Lift Recess for elevators.* Pony Drill Collars shall have the following specifications: Type : Spiral grooved. Outside Diameter : 241.30 mm (9.1/2 inch) Inside Diameter : 76.20 mm (3 inch) Length : 4 m (13.12 feet) +/- 5 inch -------- 02 Joints. Thread Connections : 193.675 mm (7.5/8 inch) API Reg. (RH) box up x pin down OD of Slip Recess : 228.60 mm (9 inch) Length of Slip Recess : 533.40 mm (21 inch) minimum Beginning of Slip Recess : 1066.80 mm (42 inch) from box end. Hard banding : 254 mm (10 inch) long wear pad below slip recess &	**02 Nos.**

	102 mm (04 inch) long wear pad above slip recess. **B) <u>Third Party Inspection</u>**: OIL shall arrange and bear for Third Party Inspection of the materials at Bidder's/ Manufacturer's plant as per the broad Scope of Work mentioned herein the tender. Bidder shall extend all necessary facility to the Third Party Inspection Agency for smooth conduct of the inspection. Inspection by the third party shall also include the following: i. Material identification ii. Stage Inspection at random visit basis during manufacturing iii. Audit and endorsement of all chemical analysis and physical test reports. iv. Witness dimensional checks v. Witness mechanical tests and verification of certificates. vi. Witness / verification of certificates of NDT/NDE as per API Spec 7-1. vii. Visual inspection for imperfections viii. Witness/ verification of certificates of Longitudinal defect identification ix. Witness/ verification of certificates Transverse defects identification x. Wall thickness measurement xi. Joint inspection xii. Thread inspection xiii. Issue of certificates **<u>Note</u>**: *For other terms & conditions of TPI, please refer to additional notes on TPI in ' Special Notes to bidders'.*	
40	**8.0 INCH OD PONY DRILL COLLAR, Length: 2 m** **A) <u>Features & Specifications</u>**: Pony Drill Collars (Spiral) manufactured from AISI 4145 H modified alloy steel and fully heat treated to 285-341 Brinell hardness. The mechanical properties of the pony drill collars should meet API Spec. 7-1 requirements. Pony Drill collars should have the following features on their thread connections (box up x pin down): a) API stress relief groove on pin end. b) API bore back box. c) All connections should be phosphatised. d) All thread roots should be cold rolled. e) All connections should be coated with an API lubricant and provided with pressed steel thread protectors installed at both ends. Bidder(s) should confirm the same while quoting. **<u>Note</u>**: *Drill Collars should be provided without Zip Lift Recess for elevators.* <u>Pony Drill Collars shall have the following specifications</u>: Type : Spiral grooved Outside Diameter : 203.20 mm (8 inch) Inside Diameter : 71.44 mm (2.13/16 inch)	**02 Nos.**

	Length : 2 m (6.56 feet) +/- 5 inch ------- 02 Joints. Thread Connections : 168.275 mm (6.5/8 inch) API Reg. (RH) box up x pin down OD of Slip Recess : 190.50 mm (7.1/2 inch) Length of Slip Recess : 533.40 mm (21 inch) minimum Beginning of Slip Recess : 1066.80 mm (42 inch) from box end. Hard banding : 254 mm (10 inch) long wear pad under slip recess & 102 mm (04 inch) long wear pad above slip recess. **B) <u>Third Party Inspection</u>**: OIL shall arrange and bear for Third Party Inspection of the materials at Bidder's/ Manufacturer's plant as per the broad Scope of Work mentioned herein the tender. Bidder shall extend all necessary facility to the Third Party Inspection Agency for smooth conduct of the inspection. Inspection by the third party shall also include the following: i. Material identification ii. Stage Inspection at random visit basis during manufacturing iii. Audit and endorsement of all chemical analysis and physical test reports. iv. Witness dimensional checks v. Witness mechanical tests and verification of certificates. vi. Witness / verification of certificates of NDT/NDE as per API Spec 7-1. vii. Visual inspection for imperfections viii. Witness/ verification of certificates of Longitudinal defect identification ix. Witness/ verification of certificates Transverse defects identification x. Wall thickness measurement xi. Joint inspection xii. Thread inspection xiii. Issue of certificates **<u>Note</u>**: *For other terms & conditions of TPI, please refer to additional notes on TPI in ' Special Notes to bidders'.*	
50	**<u>8.0 INCH OD PONY DRILL COLLAR, Length: 3 m</u>** **A) <u>Features & Specifications</u>**: Pony Drill Collars (Spiral) manufactured from AISI 4145 H modified alloy steel and fully heat treated to 285-341 Brinell hardness. The mechanical properties of the pony drill collars should meet API Spec. 7-1 requirements. Pony Drill collars should have the following features on their thread connections (box up x pin down): a) API stress relief groove on pin end. b) API bore back box. c) All connections should be phosphatised. d) All thread roots should be cold rolled. e) All connections should be coated with an API lubricant and provided with pressed steel thread protectors installed at both ends. Bidder(s) should confirm the same while quoting. **<u>Note</u>**: *Drill Collars should be provided without Zip Lift Recess for elevators.*	**02 Nos.**

	Pony Drill Collars shall have the following specifications: Type : Spiral grooved Outside Diameter : 203.20 mm (8 inch) Inside Diameter : 71.44 mm (2.13/16 inch) Length : 3 m (9.84 feet) +/- 5 inch ---------- 02 Joints. Thread Connections : 168.275 mm (6.5/8 inch) API Reg. (RH) box up x pin down OD of Slip Recess : 190.50 mm (7.1/2 inch) Length of Slip Recess : 533.40 mm (21 inch) minimum Beginning of Slip Recess : 1066.80 mm (42 inch) from box end. Hard banding : 254 mm (10 inch) long wear pad under slip recess & 102 mm (04 inch) long wear pad above slip recess. **B) Third Party Inspection**: OIL shall arrange and bear for Third Party Inspection of the materials at Bidder's/ Manufacturer's plant as per the broad Scope of Work mentioned herein the tender. Bidder shall extend all necessary facility to the Third Party Inspection Agency for smooth conduct of the inspection. Inspection by the third party shall also include the following: i. Material identification ii. Stage Inspection at random visit basis during manufacturing iii. Audit and endorsement of all chemical analysis and physical test reports. iv. Witness dimensional checks v. Witness mechanical tests and verification of certificates. vi. Witness / verification of certificates of NDT/NDE as per API Spec 7-1. vii. Visual inspection for imperfections viii. Witness/ verification of certificates of Longitudinal defect identification ix. Witness/ verification of certificates Transverse defects identification x. Wall thickness measurement xi. Joint inspection xii. Thread inspection xiii. Issue of certificates **Note**: *For other terms & conditions of TPI, please refer to additional notes on TPI in ' Special Notes to bidders'.*	
60	**8.0 INCH OD PONY DRILL COLLAR, Length: 4 m** **A) Features & Specifications**: Pony Drill Collars (Spiral) manufactured from AISI 4145 H modified alloy steel and fully heat treated to 285-341 Brinell hardness. The mechanical properties of the pony drill collars should meet API Spec. 7-1 requirements. Pony Drill collars should have the following features on their thread connections (box up x pin down): a) API stress relief groove on pin end. b) API bore back box. c) All connections should be phosphatised.	**02 Nos.**

	d) All thread roots should be cold rolled. e) All connections should be coated with an API lubricant and provided with pressed steel thread protectors installed at both ends. Bidder(s) should confirm the same while quoting. **Note**: *Drill Collars should be provided without Zip Lift Recess for elevators.* Pony Drill Collars shall have the following specifications: Type : Spiral grooved Outside Diameter : 203.20 mm (8 inch) Inside Diameter : 71.44 mm (2.13/16 inch) Length : 4 m (13.12 feet) +/- 5 inch ------ 02 Joints. Thread Connections : 168.275 mm (6.5/8 inch) API Reg. (RH) box up x pin down OD of Slip Recess : 190.50 mm (7.1/2 inch) Length of Slip Recess : 533.40 mm (21 inch) minimum Beginning of Slip Recess : 1066.80 mm (42 inch) from box end. Hard banding : 254 mm (10 inch) long wear pad under slip recess & 102 mm (04 inch) long wear pad above slip recess. **B) Third Party Inspection**: OIL shall arrange and bear for Third Party Inspection of the materials at Bidder's/ Manufacturer's plant as per the broad Scope of Work mentioned herein the tender. Bidder shall extend all necessary facility to the Third Party Inspection Agency for smooth conduct of the inspection. Inspection by the third party shall also include the following: i. Material identification ii. Stage Inspection at random visit basis during manufacturing iii. Audit and endorsement of all chemical analysis and physical test reports. iv. Witness dimensional checks v. Witness mechanical tests and verification of certificates. vi. Witness / verification of certificates of NDT/NDE as per API Spec 7-1. vii. Visual inspection for imperfections viii. Witness/ verification of certificates of Longitudinal defect identification ix. Witness/ verification of certificates Transverse defects identification x. Wall thickness measurement xi. Joint inspection xii. Thread inspection xiii. Issue of certificates **Note**: *For other terms & conditions of TPI, please refer to additional notes on TPI in ' Special Notes to bidders'.*	
70	**6.1/2 INCH OD PONY DRILL COLLAR, Length: 2 m** **A) Features & Specifications:** Pony Drill Collars (Spiral) manufactured from AISI 4145 H modified alloy steel and fully heat treated to 285-341 Brinell hardness. The mechanical properties of the pony drill collars should meet API Spec. 7-1 requirements.	**02 Nos.**

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

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

Note: *Drill Collars should be provided without Zip Lift Recess for elevators.*

Pony Drill Collars shall have the following specifications:

Type	: Spiral grooved
Outside Diameter	: 165.10 mm (6.1/2 inch)
Inside Diameter	: 71.44 mm (2.13/16 inch)
Length	: 2 m (6.56 feet) +/- 5 inch ------- 02 Joints.
Thread Connections	: 101.60 mm (4 inch) API IF RH (NC-46) Box up & pin down
OD of Slip Recess	: 152.40 mm (6 inch)
Length of Slip Recess	: 533.40 mm (21 inch) minimum
Beginning of Slip Recess	: 1066.80 mm (42 inch) from box end
Hard banding	: 254 mm (10 inch) long wear pad under slip recess & 102 mm (04 inch) long wear pad above slip recess.

B) Third Party Inspection:

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

Inspection by the third party shall also include the following:

i. Material identification
ii. Stage Inspection at random visit basis during manufacturing
iii. Audit and endorsement of all chemical analysis and physical test reports.
iv. Witness dimensional checks
v. Witness mechanical tests and verification of certificates.
vi. Witness / verification of certificates of NDT/NDE as per API Spec 7-1.
vii. Visual inspection for imperfections
viii. Witness/ verification of certificates of Longitudinal defect identification
ix. Witness/ verification of certificates Transverse defects identification
x. Wall thickness measurement
xi. Joint inspection
xii. Thread inspection
xiii. Issue of certificates

Note: *For other terms & conditions of TPI, please refer to additional notes on TPI in ' Special Notes to bidders'.*

80	**<u>6.1/2 INCH OD PONY DRILL COLLAR, Length: 3 m</u>** **A) <u>Features & Specifications</u>:** Pony Drill Collars (Spiral) manufactured from AISI 4145 H modified alloy steel and fully heat treated to 285-341 Brinell hardness. The mechanical properties of the pony drill collars should meet API Spec. 7-1 requirements. Pony Drill collars should have the following features on their thread connections (box up x pin down): a) API stress relief groove on pin end. b) API bore back box. c) All connections should be phosphatised. d) All thread roots should be cold rolled. e) All connections should be coated with an API lubricant and provided with pressed steel thread protectors installed at both ends. Bidder(s) should confirm the same while quoting. <u>Note</u>: *Drill Collars should be provided without Zip Lift Recess for elevators.* <u>Pony Drill Collars shall have the following specifications</u>: Type : Spiral grooved Outside Diameter : 165.10 mm (6.1/2 inch) Inside Diameter : 71.44 mm (2.13/16 inch) Length : 3 m (9.84 feet) +/- 5 inch -------- 02 Joints. Thread Connections : 101.60 mm (4 inch) API IF RH (NC-46) Box up & pin down OD of Slip Recess : 152.40 mm (6 inch) Length of Slip Recess : 533.40 mm (21 inch) minimum Beginning of Slip Recess : 1066.80 mm (42 inch) from box end Hard banding : 254 mm (10 inch) long wear pad under slip recess & 102 mm (04 inch) long wear pad above slip recess. **B) <u>Third Party Inspection</u>:** OIL shall arrange and bear for Third Party Inspection of the materials at Bidder's/ Manufacturer's plant as per the broad Scope of Work mentioned herein the tender. Bidder shall extend all necessary facility to the Third Party Inspection Agency for smooth conduct of the inspection. Inspection by the third party shall also include the following: i. Material identification ii. Stage Inspection at random visit basis during manufacturing iii. Audit and endorsement of all chemical analysis and physical test reports. iv. Witness dimensional checks v. Witness mechanical tests and verification of certificates. vi. Witness / verification of certificates of NDT/NDE as per API Spec 7-1. vii. Visual inspection for imperfections viii. Witness/ verification of certificates of Longitudinal defect identification ix. Witness/ verification of certificates Transverse defects identification x. Wall thickness measurement	**02 Nos.**

	xi. Joint inspection xii. Thread inspection xiii. Issue of certificates **Note**: *For other terms & conditions of TPI, please refer to additional notes on TPI in 'Special Notes to bidders'.*	
90	**6.1/2 INCH OD PONY DRILL COLLAR, Length: 4 m** **A) Features & Specifications**: Pony Drill Collars (Spiral) manufactured from AISI 4145 H modified alloy steel and fully heat treated to 285-341 Brinell hardness. The mechanical properties of the pony drill collars should meet API Spec. 7-1 requirements. Pony Drill collars should have the following features on their thread connections (box up x pin down): a) API stress relief groove on pin end. b) API bore back box. c) All connections should be phosphatised. d) All thread roots should be cold rolled. e) All connections should be coated with an API lubricant and provided with pressed steel thread protectors installed at both ends. Bidder(s) should confirm the same while quoting. **Note**: *Drill Collars should be provided without Zip Lift Recess for elevators.* Pony Drill Collars shall have the following specifications: Type : Spiral grooved Outside Diameter : 165.10 mm (6.1/2 inch) Inside Diameter : 71.44 mm (2.13/16 inch) Length : 4 m (13.12 feet) +/- 5 inch ------ 02 Joints. Thread Connections : 101.60 mm (4 inch) API IF RH (NC-46) Box up & pin down OD of Slip Recess : 152.40 mm (6 inch) Length of Slip Recess : 533.40 mm (21 inch) minimum Beginning of Slip Recess : 1066.80 mm (42 inch) from box end Hard banding : 254 mm (10 inch) long wear pad under slip recess & 102 mm (04 inch) long wear pad above slip recess. **B) Third Party Inspection**: OIL shall arrange and bear for Third Party Inspection of the materials at Bidder's/ Manufacturer's plant as per the broad Scope of Work mentioned herein the tender. Bidder shall extend all necessary facility to the Third Party Inspection Agency for smooth conduct of the inspection. Inspection by the third party shall also include the following: i. Material identification ii. Stage Inspection at random visit basis during manufacturing iii. Audit and endorsement of all chemical analysis and physical test reports. iv. Witness dimensional checks	**02 Nos.**

	v. Witness mechanical tests and verification of certificates. vi. Witness / verification of certificates of NDT/NDE as per API Spec 7-1. vii. Visual inspection for imperfections viii. Witness/ verification of certificates of Longitudinal defect identification ix. Witness/ verification of certificates Transverse defects identification x. Wall thickness measurement xi. Joint inspection xii. Thread inspection xiii. Issue of certificates **Note:** *For other terms & conditions of TPI, please refer to additional notes on TPI in 'Special Notes to bidders'.*	

BB. SPECIAL NOTES TO BIDDERS

1. OIL expects Bidders to submit their bid/offer for all the tendered items. However, Bidder may choose to quote for any one or multiple items as evaluation of bids will be carried out separately for all the items and accordingly inter-se-ranking of successful Bidders shall be determined on individual item basis.

2. The pony drill collars shall be brand new, unused & of prime quality. Bidder shall warrant that in the event of an order, the product supplied will be free from all defects & fault in material, workmanship & manufacture. This clause shall be valid for 18 months from date of shipment or 12 months from the date of receipt of the items (whichever is earlier). The defective materials, if any, rejected by OIL shall be replaced by the supplier at their own expenses. Bidders must confirm the same in their quotation.

3. Pony drill collars shall be Manufactured, Sampled, Tested, Inspected, Marked and Certified as per API Spec. 7-1(latest edition) and Mill Inspection Certificate thereof should be forwarded along with supply. Bidder to confirm the same in their quotation. Bidder to forward a copy of valid API Spec.7-1 certificate along with their quotation.

4. All thread connections and other physical properties should conform to API Spec. 7-1, latest edition.

5. Pony drill collars shall be die stamped on the OD with manufacturer's name or identification mark, the API monogram, outside diameter, bore & connection designation. Bidders need to confirm the same while quoting.

6. The O.D, I.D. and length of the pony drill-collars must be exactly as specified in the Tender specification and tolerance as per API Spec. 7-1.

7. Pony Drill Collars shall be supplied with pressed steel thread protectors installed at both ends.

8. The pony drill collars shall be supplied with mill coating to protect these from rusting during shipment. Bidders to confirm the same while quoting.

9. The purchase order number and length of drill collar in metres must be stencilled on each length of pony drill collar.

10. The quotation must accompany relevant catalogue, literature, drawing, etc. in English language (US or UK) failing which the offer will be liable for rejection.

11. Bidder should indicate the name of manufacturer, country of origin, port of dispatch of the materials.

12. Any deviation(s) from the tender specification should be clearly highlighted specifying justification in support of deviation.

13. Bidder should note that in the event of an order, the API licenses for manufacturing the pony drill collars along with authorization for API monogramming should be valid without any break till execution of the purchase order. Valid relevant API certificate to be submitted along with the supply. Bidder should categorically confirm compliance while quoting.

14. Bidder to sign and submit completely filled up Technical check list and Technical Evaluation Matrix for Bid evaluation criteria and Technical specification.

15. Bidder should categorically confirm in the technical bid a delivery schedule within six (06) months, FOB Port of dispatch, after establishment of letter of credit (in case of foreign bidder) or for dispatch of the items within six (06) months after receipt of formal order (in case of indigenous bidder) failing which their offer will be rejected.

16. **THIRD PARTY INSPECTION (TPI)**

    a) OIL shall arrange for inspection (TPI) of the materials through OIL's nominated Third Party Inspection Agency at Bidder's/Manufacturer's plant/premises as per the Scope of Work mentioned in the tender. All cost towards the engagement of Third Party Inspection Agency shall be borne by OIL. **BIDDER SHALL NOT QUOTE/INCLUDE THE COST OF THIRD PARTY INSPECTION IN THEIR OFFER**. However, Bidder shall extend all necessary facility to the satisfaction of Third Party Inspection Agency for smooth conduct of the inspection.

    b) Bidder shall clearly indicate in the technical bid the place/plant where Third Party Inspection of the materials shall be conducted, in the event of an order.

    c) Supplier shall convey to OIL the production schedule within 02(two) weeks from the date of Letter of Award (LOA)/Purchase order so that OIL can deploy the TPI agency to carry out inspection at bidder's/manufacturer's premises accordingly. Additionally, Supplier shall send a notice in writing/e-mail to the OIL at least 15 days in advance specifying the exact schedule and place of inspection (TPI) as per the Purchase Order and OIL, upon receipt of such notice, shall notify the supplier the date and time when the materials would be inspected by OIL nominated TPI Agency.

    d) The supplier shall provide, without any extra charge to OIL, all materials, tools, labour and assistance of every kind which the OIL nominated TPI Agency may demand for any test or examination required at supplier's premises. The supplier shall also provide and deliver sample from the material under inspection, free of charge, at any such place other than their premises as the TPI Agency may specify for acceptance tests for which the supplier does not have the facilities for such tests at their premises. In the event of testing outside owing to lack of test facility at supplier's premises, the supplier shall bear cost of such test, if any.

    e) The supplier shall not be entitled to object on any ground whatsoever to the method of testing adopted by the OIL nominated TPI Agency.

    f) Unless otherwise provided for in the Purchase Order, the quantity of materials expended in test will be borne by supplier.

    g) The decision of the Third Party Inspection Agency nominated by OIL regarding acceptance/rejection of material shall be final and binding on the supplier.

    h) Upon successful completion of the TPI and acceptance of the TPI reports by OIL, Bidder/Supplier shall be intimated by OIL for dispatch of the materials. The materials should be dispatched only after receipt of dispatch clearance from OIL.

i) Acceptance of the TPI reports and receipt of dispatch intimation from OIL do not absolve the bidder from any warranty obligations or waive the bidder from OIL's right for rejection of the materials after receipt at site.

j) Notwithstanding clauses contained herein above, in the event the materials under inspection fails to conform to purchase order specification and are rejected by OIL nominated Third Party Inspection agency, OIL may recover all cost incurred for re-inspection of the materials from the supplier.

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ANNEXURE – C

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

The bids shall broadly conform to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the items offered do not conform to required parameters stipulated in the technical specifications and to the respective international / national standards wherever stipulated. Notwithstanding the general conformity of the bids to the stipulated specifications and terms and conditions, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.

I. BRC - 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. 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:

i. They must have an experience of minimum 5 (Five) years in manufacturing the quoted item(s) under API 7-1 certification as on the original bid closing date of the tender. Copies of relevant API 7-1 certificates (having API authorization(s) for each of 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 each type of 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:

(a) Signed and sealed Satisfactory supply / completion / installation report (in original on user's letter head) (OR)
(b) Bill of Lading (OR)
(c) Consignee delivery receipt / challan (OR)
(d) Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/Vat.
(e) Commercial Invoice/ Payment Invoice

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 letterhead)* 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 letterhead)* 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 letterhead 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 each type of 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 any or all 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) for those items which have been supplied to OIL. In this situation, the bidder shall have to indicate as specified below.

i) If the bidder *(manufacturer)* has supplied minimum 25% quantity *(to be rounded to next higher whole figure)* of all of the tendered items then they shall have to indicate the Purchase Order (P.O.) Nos. of OIL executed by them for each type of tendered items *(of same or higher capacity and same or higher sizes)* in their technical bid.

ii) If the bidder *(manufacturer)* has supplied minimum 25% quantity *(to be rounded to next higher whole figure)* of only a few types of the tendered items then they shall have to indicate the Purchase Order (P.O.) Nos. of OIL executed by them for those types of tendered items *(of same or higher capacity and same or higher sizes)* in their technical bid. However, against the remaining types of tendered items *(of same or higher capacity and same or higher sizes)* which were not supplied by them to OIL, the bidder *(manufacturer)* has to submit supply experience as per clause 2.A(ii) above.

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 any or all 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) for those items which have been supplied to OIL. In this situation, the bidder shall have to indicate as specified below.

i) If the manufacturer has supplied minimum 25% quantity *(to be rounded to next higher whole figure)* of all of the tendered items then the bidder shall have to indicate the Purchase Order (P.O.) Nos. of OIL executed by that manufacturer for each type of tendered items *(of same or higher capacity and same or higher sizes)* in their technical bid. However, such bidder must meet Clause No. 2.B(vi) above.

ii) If the manufacturer has supplied minimum 25% quantity *(to be rounded to next higher whole figure*) only few types of the tendered items then the bidder shall have to indicate the Purchase Order (P.O.) Nos. of OIL executed by that manufacturer for those types of tendered items *(of same or higher capacity and same or higher sizes)* in their technical bid. However, against the remaining types of tendered items *(of same or higher capacity and same or higher sizes)* which were not supplied by the manufacturer to OIL, the bidder has to submit supply experience of the manufacturer as per clause 2.B(v) above. However, such bidder must meet Clause No. 2.B(vi) above.

5. <u>Additional Documents</u>:

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.

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.

6. <u>DELIVERY PERIOD</u>:

<u>INDIAN BIDDER</u>: **Materials must be despatched within 06 (Six) months from the date of placement of order by OIL**. The date of clear Lorry Receipt (L/R) or Consignment Note (C/N) shall be considered as the date of delivery.

<u>FOREIGN BIDDER</u>: **Materials must be delivered on FOB, Port of Despatch basis within 06 (Six) months from the date of opening of Letter of Credit by OIL**. The date of unambiguous Bill of Lading (B/L) shall be considered as the date of delivery.

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

II. <u>BRC - FINANCIAL</u>:

1. The bidder shall have an annual financial turnover of minimum **INR 27,06,931.00 or USD 36,034.75** during any of the preceding 3 (Three) financial/accounting years reckoned from the original bid closing date of the tender.

2. "Net Worth" of the bidder must be positive for the financial/accounting year just preceding to the original Bid Closing Date of the Tender.

3. Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an affidavit/ undertaking **(PROFORMA - 8)** certifying that 'the balance sheet/Financial Statements for the financial year *(as applicable)* has actually not been audited so far'.

Note:

a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the technical bid:-

i) A certificate issued by a practicing Chartered Cost Accountant *(with Membership Number and Firm Registration Number*), certifying the Annual Turnover & Net worth as per format prescribed in **(PROFORMA – 9)**

OR

ii) Audited Balance Sheet alongwith Profit & Loss account. In case of foreign bidders, self-attested/digitally signed printed published accounts are also acceptable.

b) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/ State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.

4. 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. 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 II (1) above.
(ii) Net Worth of the parent/ultimate parent/holding company should be positive in line with Para II (2) above
(iii) Corporate Guarantee **(PROFORMA - 10)** 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.

III. BRC - COMMERCIAL:

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

1. Bids are invited online under **SINGLE STAGE TWO BID SYSTEM**. Bidders must prepare the Techno-Commercial Bid (Unpriced) as well as the Priced Bid separately and upload both these bids in OIL's e-procurement portal at the designated fields separately assigned. **Please note that no price details should be furnished in the Technical (i.e. Unpriced) bid**. The "Unpriced Bid" shall contain all techno-commercial details except the prices/costs. The rate and amount columns in the unpriced technical bid must be kept blank. The "Price Bid" must contain the price

schedule and the bidder's commercial terms and conditions. Bidder not complying with above submission procedure will be rejected.

2. The prices/rates offered against the tender must remain firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price condition shall be treated as non-responsive and rejected. No discount whatsoever should be quoted separately. Rates/prices quoted must be net of all discount.

3. Bids received in physical form against online invitation shall be rejected *(except the documents specifically called for in hard copies, if any)*. Also, modifications to bids received after the bid closing date & time shall not be entertained.

4. Bids containing incorrect/false/misleading statement(s) shall be rejected.

5. Validity of the bid shall be **minimum 120 days** from the date of actual Bid Closing Date. Bids with lesser validity shall be straightway rejected.

6. Bidders must confirm that goods/materials to be supplied against the order arising out of this tender shall be of recent make, unused, of the best quality & workmanship and free from defects. The Bidder must undertake to stand guaranteed the supplies for a period of 18(Eighteen) months from the date of shipment/dispatch or 12(Twelve) months from the date of receipt of items at destination, whichever is earlier against any defects arising from faulty materials, workmanship or design. Defective goods/materials rejected by OIL, whether the entire lot or part thereof, shall be replaced immediately by the supplier at the supplier's expenses at no extra cost to OIL.

7. Successful bidder will be required to furnish a Performance Bank Guarantee **@3%** of the order value. The Performance Security specified above must be valid for 3(three) months beyond the warranty period indicated in the Purchase Order/contract agreement *[Please refer "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)]*. Bidder must confirm the same in their Technical Bid. Offers not complying with this clause will be rejected.

8. Online Bid must be uploaded together with the Integrity Pact and the same must be duly signed digitally. If any bidder refuses to sign Integrity Pact or declined to submit Integrity Pact with the offer, their bid shall be rejected straightway.

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

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

10. 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) In case the party refuses to sign Integrity Pact.

11. **<u>PRICE SCHEDULE</u>:**
Bidder shall submit the Price Break up as per Price Bid Format [ANNEXURE – G(i) and G(ii)]. Bidders should fill up the annexure(s), sign and upload under "Notes & Attachments" > "Attachments" only.

IV. BID EVALUATION CRITERIA:

1. All items will be evaluated separately. Bidders must submit prices as indicated in the Price Bid Format [Annexure G(i) and G(ii)]. In case, any charges *(except basic material value)* are not indicated item wise specifically, the charges quoted would be pro-rata calculated and the same will be binding on the bidder. Hence, bidders are requested to quote accordingly.

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

(i) For Foreign Bidders:

(1) Basic Material Value including TPI, if any (to indicate HSN code)
(2) Packing & FOB charges
(3) FOB Value (1+2)
(4) Ocean Freight Charges upto Kolkata, India
(5) Insurance, @0.5% of Total FOB Value (3)
(6) Banking Charges @1% of Total FOB Value (3) above in case of payment through Letter of Credit. If confirmed L/C at buyer's account is required, 1.5% of Total FOB Value(3) will be loaded)
(7) CIF Landed Value (3+4+5+6)
(8) Basic Custom Duty (including cess, if any) on (7)
(9) CIF Landed Value + CD (7+8)
(10) IGST (including cess, if any) on (9)
(11) Compensatory Cess on (10), if any
(12) CIF+CD+GST Landed Value, (9+10+11)
(13) Pre-despatch Inspection Charges, if any
(14) Training Charges, if any
(15) GST on Training Charges (14)
(16) Installation & Commissioning Charges, if any
(17) GST on Instillation & Commissioning Charges (16)
(18) AMC Charges, if any
(19) GST on AMC Charges (18)
(20) Total Value (12+13+14+15+16+17+18+19)

(i) For Indigenous Bidders:

(1) Basic Material Value including TPI, if any (to indicate HSN code)
(2) Packing & Forwarding charges, if any
(3) Total Ex-Works Value (1+2)
(4) GST on Ex-Works Value (3)
(5) Compensatory Cess, if any
(6) Total FOR Despatching Station Value (3+4+5)
(7) Inland Freight Charges upto Duliajan, Assam
(8) GST on Inland Freight (7)
(9) Transit Insurance Charges, if any including GST
(10) Pre-despatch Inspection Charges, if any inclusive of GST
(11) Training Charges, if any
(12) GST on Training Charges (11)
(13) Installation & Commissioning Charges, if any
(14) GST on Installation & Commissioning Charges (13)
(15) AMC Charges, if any
(16) GST on AMC Charges (15)
(17) Total (6+7+8+9+10+11+12+13+14+15+16)

3. To ascertain the inter-se-ranking, the comparison of the responsive bids will be made as under, subject to corrections/adjustments given herein.

(I) **When only foreign bidders are involved:**
Comparison will be done on Total value vide SI. No 20.

(II) **When both foreign & Domestic bidders are involved:**
Comparison will be done on total value vide SI. No 20 of foreign bidder and total value vide SI. No. 17(excluding SI no 7, 8, 9) of domestic bidder.

(III) **When only domestic bidders are involved:**
Comparison will be done on Total value vide SI No. 17 of Domestic bidder.

Note:

(a) 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.

(b) 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. IGST@ 5% shall be applicable for Indigenous bidders also under deemed export benefit.

(c) 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.

4. **Purchase Preferences (As quoted by bidder)**:

a) As per Gazette notification no. CG-DL-E-26062020-220191 dated 26.06.2020 issued by Ministry of Micro, Small and Medium Enterprises, MSE bidders whose quote price is within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE. In case of more than one such MSE qualifying for 15% purchase preference, the order shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.

Or

b) As per Purchase Preference Policy (linked with local content) as issued by Ministry of Petroleum & Natural Gas, Government of India vide notification no. FP-20013/2/2017-FP-PNG dated 17.11.2020, Class-I local bidder with local content equal to or more than 50% (or as amended by competent authority from time to time) shall be eligible for purchase preference of 20%. Offer evaluation and award of order shall be based on the provisions of aforesaid policy.

Note: ***Bidder to categorically confirm under which policy i.e. PP-LC or MSME, they want to avail the benefit and to submit requisite document/certificate in support to avail this benefit. The bids will be evaluated based on their declaration. Tenders involving eligible/qualified MSME Vendors as well as LC Vendors, preference regarding placement of order shall be accorded to MSME Vendors in line with Public Procurement Policy over PP-LC Policy.***

5. 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.

6. 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.

ANNEXURE – D (i)

COMMERCIAL CHECK LIST

A. The Commercial 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. No.	REQUIREMENT	COMPLIANCE Yes/No/Not Applicable
1.0	Whether bid submitted under Single Stage Two Bid System?	
2.0	Whether quoted as manufacturer?	
2.1	Whether quoted as OEM Dealer/Supply House.	
2.2	If quoted as OEM Dealer/Supply House	
	(a) Whether submitted valid and proper authorization letter from manufacturer confirming that bidder is their authorized Dealer/supply House for the product offered ?	
	(b) Whether manufacturer's back-up Warranty/Guarantee certificate submitted?	
3.0	Whether Purchase Preference claimed? If so, whether under -	
	(i) PPLC (Whether relevant documents uploaded?)	
	(ii) MSE (Whether relevant documents uploaded?)	
	~~(iii) DMS&IP (Whether relevant documents uploaded?)~~	
4.0	Whether offered firm prices?	
4.1	Whether quoted offer **validity of 120 days from** the bid closing date of tender?	
4.2	Whether quoted a firm delivery period?	
4.3	Whether agreed to the NIT Warranty clause?	
4.4	Whether confirmed acceptance of tender Payment Terms as per Tender?	
5.0	Whether confirmed to submit PBG as asked for in NIT?	
5.1	Whether agreed to submit PBG within 30 days of placement of order?	
6.0	Whether Price submitted as per Price Schedule?	
6.1	Whether cost of Recommended Spares for 2 years of operations quoted (if applicable)?	
7.0	Whether quoted as per NIT (without any deviations)?	
7.0	Whether quoted any deviation?	
7.1	Whether deviation separately highlighted?	
8.0	Whether indicated the country of origin for the items quoted?	
8.1	Whether technical literature / catalogue enclosed?	
8.2	Whether weight & volume of items offered indicated?	
9.0	For Foreign Bidders - Whether offered FOB/FCA port of despatch including sea/air worthy packing & forwarding?	
9.1	For Foreign Bidders – Whether port of shipment indicated? To specify:	
9.2	For Foreign Bidders only - Whether indicated ocean freight up to Kolkata port (Excluding marine insurance)?	
9.3	Whether Indian Agent applicable?	
	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 :	
10.1	For Indian Bidders – Whether road transportation charges up to Duliajan quoted?	
10.2	For Indian Bidders only - Whether offered Ex-works price is including packing/forwarding charges?	

10.3	For Indian Bidders only - Whether indicated import content in the offer?	
10.4	For Indian Bidders only - Whether offered Deemed Export prices?	
10.5	For Indian Bidders only – Whether all applicable Taxes & Duties have been quoted?	
11.0	Whether all BRC/BEC clauses accepted?	
12.0	Whether Integrity Pact with digital signature uploaded?	
12.1	Whether all the clauses in the Integrity Pact have been accepted?	
13.0	**Whether indicated 'Local Content' required as per PPLC Policy?**	
14.0	**Whether indicated the import content in Price Bid?**	

B. <u>ADDITIONAL INFORMATION (To be filled up by bidder and submit along with Technical Bid)</u>:

S/No.	Requirement	Bidder's Reply
1	Offer reference & Date	
2	Name, Address, Phone No. & E-mail of Bidder	
3	Bank details of Bidder	
4	Name of Manufacturer	
5	Bid validity	
6	Payment Terms	
7	Guarantee/Warranty Terms	
8	Delivery Period	
9	Country of Origin	
10	Port of Despatch/Despatching Station	
11	Confirm submission Integrity pact, if required as per NIT	
12	Confirm acceptance of PBG clause, if required as per NIT	
13	Compliance to: Liquidated Damage Warranty/Guarantee Arbitration/Resolution of Dispute Force Majeure Applicable laws	
14	Confirm submission of the balance sheet/Financial Statements for the financial year (as applicable). If not, whether declaration as per BRC submitted **(PROFORMA - 8).**	
15	Confirm submission of undertaking towards authenticity of submitted documents. **(PROFORMA - 4).**	
16	Exception/Deviations quoted, if any, to be given in details or refer respective page of the bid documents. ANNEXURE III of General Terms & Conditions" for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders) to be submitted in this regard?	
17	Bidder to categorically confirm under which policy i.e. **<u>PP-LC or MSE</u>**, they want to avail the benefit and to submit requisite document/certificate in support to avail this benefit. The bids will be evaluated based on their declaration. Tenders involving eligible/qualified MSME Vendors as well as LC Vendors, preference regarding placement of order shall be accorded to MSME Vendors in line with Public Procurement Policy over PP-LC Policy. Whether indicated under which policy i.e. PP-LC or MSE, the benefit/purchase preference has been opted in the bid? Please mention the name of the policy opted under 'Bidder's Reply' here.	
18	Whether percentage of Local Content declared in the bid and necessary document in this regard submitted. ***(Refer definition of Local Content as per Appendix H1 of the tender).*** **Please indicate the percentage of Local Content quoted under "Bidder's Reply"**	

ANNEXURE – E

BID EVALUATION MATRIX (TECHNICAL) (TO BE FILLED IN BY BIDDER DULY SIGNED)			
TECHNICAL SPECIFICATIONS			
Item No.		**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)**
AA	**TECHNICAL SPECIFICATIONS**		
10	**9.1/2 INCH OD PONY DRILL COLLAR, Length: 2 m** **A) Features & Specifications**: Pony Drill Collars (Spiral) manufactured from AISI 4145 H modified alloy steel and fully heat treated to 285-341 Brinell hardness. The mechanical properties of the pony drill collars should meet API Spec. 7-1 requirements. Pony Drill collars should have the following features on their thread connections (box up x pin down): a) API stress relief groove on pin end. b) API bore back box. c) All connections should be phosphatised. d) All thread roots should be cold rolled. e) All connections should be coated with an API lubricant and provided with pressed steel thread protectors installed at both ends. Bidder(s) should confirm the same while quoting. **Note**: *Drill Collars should be provided without Zip Lift Recess for elevators.*		

	Pony Drill Collars shall have the following specifications: Type : Spiral grooved. Outside Diameter : 241.30 mm (9.1/2 inch) Inside Diameter : 76.20 mm (3 inch) Length : 2 m (6.56 feet) +/- 5 inch ------- 02 Joints. Thread Connections : 193.675 mm (7.5/8 inch) API Reg. (RH) box up x pin down OD of Slip Recess : 228.60 mm (9 inch) Length of Slip Recess : 533.40 mm (21 inch) minimum Beginning of Slip Recess : 1066.80 mm (42 inch) from box end. Hard banding : 254 mm (10 inch) long wear pad below slip recess & 102 mm (04 inch) long wear pad above slip recess. **B) Third Party Inspection**: OIL shall arrange and bear for Third Party Inspection of the materials at Bidder's/ Manufacturer's plant as per the broad Scope of Work mentioned herein the tender. Bidder shall extend all necessary facility to the Third Party Inspection Agency for smooth conduct of the inspection. Inspection by the third party shall also include the following: i. Material identification ii. Stage Inspection at random visit basis during manufacturing iii. Audit and endorsement of all chemical analysis and physical test reports. iv. Witness dimensional checks v. Witness mechanical tests and verification of certificates. vi. Witness / verification of certificates of NDT/NDE as per API Spec 7-1. vii. Visual inspection for imperfections viii. Witness/ verification of certificates of Longitudinal defect identification ix. Witness/ verification of certificates Transverse defects identification x. Wall thickness measurement xi. Joint inspection xii. Thread inspection xiii. Issue of certificates **Note:** *For other terms & conditions of TPI, please refer to additional notes on TPI in 'Special Notes to bidders'.*		

20	**<u>9.1/2 INCH OD PONY DRILL COLLAR, Length: 3 m</u>** **A) <u>Features & Specifications</u>**: Pony Drill Collars (Spiral) manufactured from AISI 4145 H modified alloy steel and fully heat treated to 285-341 Brinell hardness. The mechanical properties of the pony drill collars should meet API Spec. 7-1 requirements. Pony Drill collars should have the following features on their thread connections (box up x pin down): a) API stress relief groove on pin end. b) API bore back box. c) All connections should be phosphatised. d) All thread roots should be cold rolled. e) All connections should be coated with an API lubricant and provided with pressed steel thread protectors installed at both ends. Bidder(s) should confirm the same while quoting. **<u>Note:</u>** *Drill Collars should be provided without Zip Lift Recess for elevators.* <u>Pony Drill Collars shall have the following specifications</u>: Type : Spiral grooved. Outside Diameter : 241.30 mm (9.1/2 inch) Inside Diameter : 76.20 mm (3 inch) Length : 3 m (9.84 feet) +/- 5 inch ------- 02 Joints. Thread Connections : 193.675 mm (7.5/8 inch) API Reg. (RH) box up x pin down OD of Slip Recess : 228.60 mm (9 inch) Length of Slip Recess : 533.40 mm (21 inch) minimum Beginning of Slip Recess : 1066.80 mm (42 inch) from box end. Hard banding : 254 mm (10 inch) long wear pad below slip recess & 102 mm (04 inch) long wear pad above slip recess. **B) <u>Third Party Inspection</u>**: OIL shall arrange and bear for Third Party Inspection of the materials at Bidder's/Manufacturer's plant as per the broad Scope of Work mentioned herein the tender. Bidder shall extend all		

	necessary facility to the Third Party Inspection Agency for smooth conduct of the inspection. Inspection by the third party shall also include the following: i. Material identification ii. Stage Inspection at random visit basis during manufacturing iii. Audit and endorsement of all chemical analysis and physical test reports. iv. Witness dimensional checks v. Witness mechanical tests and verification of certificates. vi. Witness / verification of certificates of NDT/NDE as per API Spec 7-1. vii. Visual inspection for imperfections viii. Witness/ verification of certificates of Longitudinal defect identification ix. Witness/ verification of certificates Transverse defects identification x. Wall thickness measurement xi. Joint inspection xii. Thread inspection xiii. Issue of certificates **Note**: *For other terms & conditions of TPI, please refer to additional notes on TPI in 'Special Notes to bidders'.*		
30	**9.1/2 INCH OD PONY DRILL COLLAR, Length: 4 m** **A) Features & Specifications**: Pony Drill Collars (Spiral) manufactured from AISI 4145 H modified alloy steel and fully heat treated to 285-341 Brinell hardness. The mechanical properties of the pony drill collars should meet API Spec. 7-1 requirements. Pony Drill collars should have the following features on their thread connections (box up x pin down): a) API stress relief groove on pin end. b) API bore back box. c) All connections should be phosphatised. d) All thread roots should be cold rolled. e) All connections should be coated with an API lubricant and provided with pressed steel thread protectors installed at both ends. Bidder(s) should confirm the same while quoting.		

Note: *Drill Collars should be provided without Zip Lift Recess for elevators.*

Pony Drill Collars shall have the following specifications:

Type	: Spiral grooved.
Outside Diameter	: 241.30 mm (9.1/2 inch)
Inside Diameter	: 76.20 mm (3 inch)
Length	: 4 m (13.12 feet) +/- 5 inch -------- 02 Joints.
Thread Connections	: 193.675 mm (7.5/8 inch) API Reg. (RH) box up x pin down
OD of Slip Recess	: 228.60 mm (9 inch)
Length of Slip Recess	: 533.40 mm (21 inch) minimum
Beginning of Slip Recess	: 1066.80 mm (42 inch) from box end.
Hard banding	: 254 mm (10 inch) long wear pad below slip recess & 102 mm (04 inch) long wear pad above slip recess.

B) Third Party Inspection:

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

Inspection by the third party shall also include the following:

i. Material identification
ii. Stage Inspection at random visit basis during manufacturing
iii. Audit and endorsement of all chemical analysis and physical test reports.
iv. Witness dimensional checks
v. Witness mechanical tests and verification of certificates.
vi. Witness / verification of certificates of NDT/NDE as per API Spec 7-1.
vii. Visual inspection for imperfections
viii. Witness/ verification of certificates of Longitudinal defect identification
ix. Witness/ verification of certificates Transverse defects identification
x. Wall thickness measurement
xi. Joint inspection
xii. Thread inspection
xiii. Issue of certificates

	Note: *For other terms & conditions of TPI, please refer to additional notes on TPI in 'Special Notes to bidders'.*		
40	**8.0 INCH OD PONY DRILL COLLAR, Length: 2 m** **A) Features & Specifications**: Pony Drill Collars (Spiral) manufactured from AISI 4145 H modified alloy steel and fully heat treated to 285-341 Brinell hardness. The mechanical properties of the pony drill collars should meet API Spec. 7-1 requirements. Pony Drill collars should have the following features on their thread connections (box up x pin down): a) API stress relief groove on pin end. b) API bore back box. c) All connections should be phosphatised. d) All thread roots should be cold rolled. e) All connections should be coated with an API lubricant and provided with pressed steel thread protectors installed at both ends. Bidder(s) should confirm the same while quoting. **Note**: *Drill Collars should be provided without Zip Lift Recess for elevators.* Pony Drill Collars shall have the following specifications: Type : Spiral grooved Outside Diameter : 203.20 mm (8 inch) Inside Diameter : 71.44 mm (2.13/16 inch) Length : 2 m (6.56 feet) +/- 5 inch ------- 02 Joints. Thread Connections : 168.275 mm (6.5/8 inch) API Reg. (RH) box up x pin down OD of Slip Recess : 190.50 mm (7.1/2 inch) Length of Slip Recess : 533.40 mm (21 inch) minimum Beginning of Slip Recess : 1066.80 mm (42 inch) from box end. Hard banding : 254 mm (10 inch) long wear pad under slip recess & 102 mm (04 inch) long wear pad above slip recess.		

	B) <u>Third Party Inspection</u>: OIL shall arrange and bear for Third Party Inspection of the materials at Bidder's/ Manufacturer's plant as per the broad Scope of Work mentioned herein the tender. Bidder shall extend all necessary facility to the Third Party Inspection Agency for smooth conduct of the inspection. Inspection by the third party shall also include the following: i. Material identification ii. Stage Inspection at random visit basis during manufacturing iii. Audit and endorsement of all chemical analysis and physical test reports. iv. Witness dimensional checks v. Witness mechanical tests and verification of certificates. vi. Witness / verification of certificates of NDT/NDE as per API Spec 7-1. vii. Visual inspection for imperfections viii. Witness/ verification of certificates of Longitudinal defect identification ix. Witness/ verification of certificates Transverse defects identification x. Wall thickness measurement xi. Joint inspection xii. Thread inspection xiii. Issue of certificates **<u>Note</u>**: *For other terms & conditions of TPI, please refer to additional notes on TPI in 'Special Notes to bidders'.*		
50	**<u>8.0 INCH OD PONY DRILL COLLAR, Length: 3 m</u>** **A) <u>Features & Specifications</u>**: Pony Drill Collars (Spiral) manufactured from AISI 4145 H modified alloy steel and fully heat treated to 285-341 Brinell hardness. The mechanical properties of the pony drill collars should meet API Spec. 7-1 requirements. Pony Drill collars should have the following features on their thread connections (box up x pin down): a) API stress relief groove on pin end. b) API bore back box. c) All connections should be phosphatised.		

d) All thread roots should be cold rolled.
e) All connections should be coated with an API lubricant and provided with pressed steel thread protectors installed at both ends. Bidder(s) should confirm the same while quoting.

Note: *Drill Collars should be provided without Zip Lift Recess for elevators.*

Pony Drill Collars shall have the following specifications:

Type	: Spiral grooved
Outside Diameter	: 203.20 mm (8 inch)
Inside Diameter	: 71.44 mm (2.13/16 inch)
Length	: 3 m (9.84 feet) +/- 5 inch ---------- 02 Joints.
Thread Connections	: 168.275 mm (6.5/8 inch) API Reg. (RH) box up x pin down
OD of Slip Recess	: 190.50 mm (7.1/2 inch)
Length of Slip Recess	: 533.40 mm (21 inch) minimum
Beginning of Slip Recess	: 1066.80 mm (42 inch) from box end.
Hard banding	: 254 mm (10 inch) long wear pad under slip recess & 102 mm (04 inch) long wear pad above slip recess.

B) Third Party Inspection:

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

Inspection by the third party shall also include the following:

i. Material identification
ii. Stage Inspection at random visit basis during manufacturing
iii. Audit and endorsement of all chemical analysis and physical test reports.
iv. Witness dimensional checks
v. Witness mechanical tests and verification of certificates.
vi. Witness / verification of certificates of NDT/NDE as per API Spec 7-1.
vii. Visual inspection for imperfections
viii. Witness/ verification of certificates of Longitudinal defect identification
ix. Witness/ verification of certificates Transverse defects identification
x. Wall thickness measurement

	xi. Joint inspection xii. Thread inspection xiii. Issue of certificates **<u>Note</u>**: *For other terms & conditions of TPI, please refer to additional notes on TPI in 'Special Notes to bidders'.*		
60	**<u>8.0 INCH OD PONY DRILL COLLAR, Length: 4 m</u>** **A) <u>Features & Specifications</u>**: Pony Drill Collars (Spiral) manufactured from AISI 4145 H modified alloy steel and fully heat treated to 285-341 Brinell hardness. The mechanical properties of the pony drill collars should meet API Spec. 7-1 requirements. Pony Drill collars should have the following features on their thread connections (box up x pin down): a) API stress relief groove on pin end. b) API bore back box. c) All connections should be phosphatised. d) All thread roots should be cold rolled. e) All connections should be coated with an API lubricant and provided with pressed steel thread protectors installed at both ends. Bidder(s) should confirm the same while quoting. **<u>Note</u>**: *Drill Collars should be provided without Zip Lift Recess for elevators.* <u>Pony Drill Collars shall have the following specifications</u>: Type : Spiral grooved Outside Diameter : 203.20 mm (8 inch) Inside Diameter : 71.44 mm (2.13/16 inch) Length : 4 m (13.12 feet) +/- 5 inch ------ 02 Joints. Thread Connections : 168.275 mm (6.5/8 inch) API Reg. (RH) box up x pin down OD of Slip Recess : 190.50 mm (7.1/2 inch) Length of Slip Recess : 533.40 mm (21 inch) minimum Beginning of Slip Recess : 1066.80 mm (42 inch) from box end. Hard banding : 254 mm (10 inch) long wear pad under slip recess &		

	102 mm (04 inch) long wear pad above slip recess. **B) <u>Third Party Inspection</u>**: OIL shall arrange and bear for Third Party Inspection of the materials at Bidder's/ Manufacturer's plant as per the broad Scope of Work mentioned herein the tender. Bidder shall extend all necessary facility to the Third Party Inspection Agency for smooth conduct of the inspection. Inspection by the third party shall also include the following: i. Material identification ii. Stage Inspection at random visit basis during manufacturing iii. Audit and endorsement of all chemical analysis and physical test reports. iv. Witness dimensional checks v. Witness mechanical tests and verification of certificates. vi. Witness / verification of certificates of NDT/NDE as per API Spec 7-1. vii. Visual inspection for imperfections viii. Witness/ verification of certificates of Longitudinal defect identification ix. Witness/ verification of certificates Transverse defects identification x. Wall thickness measurement xi. Joint inspection xii. Thread inspection xiii. Issue of certificates **<u>Note</u>**: *For other terms & conditions of TPI, please refer to additional notes on TPI in 'Special Notes to bidders'*		
70	**<u>6.1/2 INCH OD PONY DRILL COLLAR, Length: 2 m</u>** **A) <u>Features & Specifications:</u>** Pony Drill Collars (Spiral) manufactured from AISI 4145 H modified alloy steel and fully heat treated to 285-341 Brinell hardness. The mechanical properties of the pony drill collars should meet API Spec. 7-1 requirements. Pony Drill collars should have the following features on their thread connections (box up x pin down): a) API stress relief groove on pin end.		

b) API bore back box.
c) All connections should be phosphatised.
d) All thread roots should be cold rolled.
e) All connections should be coated with an API lubricant and provided with pressed steel thread protectors installed at both ends. Bidder(s) should confirm the same while quoting.

Note: *Drill Collars should be provided without Zip Lift Recess for elevators.*

Pony Drill Collars shall have the following specifications:

Type	: Spiral grooved
Outside Diameter	: 165.10 mm (6.1/2 inch)
Inside Diameter	: 71.44 mm (2.13/16 inch)
Length	: 2 m (6.56 feet) +/- 5 inch ------- 02 Joints.
Thread Connections	: 101.60 mm (4 inch) API IF RH (NC-46) Box up & pin down
OD of Slip Recess	: 152.40 mm (6 inch)
Length of Slip Recess	: 533.40 mm (21 inch) minimum
Beginning of Slip Recess	: 1066.80 mm (42 inch) from box end
Hard banding	: 254 mm (10 inch) long wear pad under slip recess & 102 mm (04 inch) long wear pad above slip recess.

B) Third Party Inspection:

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

Inspection by the third party shall also include the following:

i. Material identification
ii. Stage Inspection at random visit basis during manufacturing
iii. Audit and endorsement of all chemical analysis and physical test reports.
iv. Witness dimensional checks
v. Witness mechanical tests and verification of certificates.
vi. Witness / verification of certificates of NDT/NDE as per API Spec 7-1.
vii. Visual inspection for imperfections
viii. Witness/ verification of certificates of Longitudinal defect identification

	ix. Witness/ verification of certificates Transverse defects identification x. Wall thickness measurement xi. Joint inspection xii. Thread inspection xiii. Issue of certificates **Note**: *For other terms & conditions of TPI, please refer to additional notes on TPI in 'Special Notes to bidders'.*		
80	**6.1/2 INCH OD PONY DRILL COLLAR, Length: 3 m** **A) Features & Specifications**: Pony Drill Collars (Spiral) manufactured from AISI 4145 H modified alloy steel and fully heat treated to 285-341 Brinell hardness. The mechanical properties of the pony drill collars should meet API Spec. 7-1 requirements. Pony Drill collars should have the following features on their thread connections (box up x pin down): a) API stress relief groove on pin end. b) API bore back box. c) All connections should be phosphatised. d) All thread roots should be cold rolled. e) All connections should be coated with an API lubricant and provided with pressed steel thread protectors installed at both ends. Bidder(s) should confirm the same while quoting. Note: *Drill Collars should be provided without Zip Lift Recess for elevators.* Pony Drill Collars shall have the following specifications: Type : Spiral grooved Outside Diameter : 165.10 mm (6.1/2 inch) Inside Diameter : 71.44 mm (2.13/16 inch) Length : 3 m (9.84 feet) +/- 5 inch -------- 02 Joints. Thread Connections : 101.60 mm (4 inch) API IF RH (NC-46) Box up & pin down OD of Slip Recess : 152.40 mm (6 inch) Length of Slip Recess : 533.40 mm (21 inch) minimum		

	Beginning of Slip Recess : 1066.80 mm (42 inch) from box end Hard banding : 254 mm (10 inch) long wear pad under slip recess & 102 mm (04 inch) long wear pad above slip recess. **B) <u>Third Party Inspection</u>**: OIL shall arrange and bear for Third Party Inspection of the materials at Bidder's/ Manufacturer's plant as per the broad Scope of Work mentioned herein the tender. Bidder shall extend all necessary facility to the Third Party Inspection Agency for smooth conduct of the inspection. Inspection by the third party shall also include the following: i. Material identification ii. Stage Inspection at random visit basis during manufacturing iii. Audit and endorsement of all chemical analysis and physical test reports. iv. Witness dimensional checks v. Witness mechanical tests and verification of certificates. vi. Witness / verification of certificates of NDT/NDE as per API Spec 7-1. vii. Visual inspection for imperfections viii. Witness/ verification of certificates of Longitudinal defect identification ix. Witness/ verification of certificates Transverse defects identification x. Wall thickness measurement xi. Joint inspection xii. Thread inspection xiii. Issue of certificates **<u>Note</u>**: *For other terms & conditions of TPI, please refer to additional notes on TPI in 'Special Notes to bidders'.*		
90	**<u>6.1/2 INCH OD PONY DRILL COLLAR, Length: 4 m</u>** **A) <u>Features & Specifications</u>**: Pony Drill Collars (Spiral) manufactured from AISI 4145 H modified alloy steel and fully heat treated to 285-341 Brinell hardness. The mechanical properties of the pony drill collars should meet API Spec. 7-1 requirements. Pony Drill collars should have the following features on their thread connections (box up x pin down):		

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

Note: *Drill Collars should be provided without Zip Lift Recess for elevators.*

Pony Drill Collars shall have the following specifications:

Type	: Spiral grooved
Outside Diameter	: 165.10 mm (6.1/2 inch)
Inside Diameter	: 71.44 mm (2.13/16 inch)
Length	: 4 m (13.12 feet) +/- 5 inch ------ 02 Joints.
Thread Connections	: 101.60 mm (4 inch) API IF RH (NC-46) Box up & pin down
OD of Slip Recess	: 152.40 mm (6 inch)
Length of Slip Recess	: 533.40 mm (21 inch) minimum
Beginning of Slip Recess	: 1066.80 mm (42 inch) from box end
Hard banding	: 254 mm (10 inch) long wear pad under slip recess & 102 mm (04 inch) long wear pad above slip recess.

B) Third Party Inspection:

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

Inspection by the third party shall also include the following:

i. Material identification
ii. Stage Inspection at random visit basis during manufacturing
iii. Audit and endorsement of all chemical analysis and physical test reports.
iv. Witness dimensional checks
v. Witness mechanical tests and verification of certificates.
vi. Witness / verification of certificates of NDT/NDE as per API Spec 7-1.

	vii. Visual inspection for imperfections viii. Witness/ verification of certificates of Longitudinal defect identification ix. Witness/ verification of certificates Transverse defects identification x. Wall thickness measurement xi. Joint inspection xii. Thread inspection xiii. Issue of certificates **Note:** *For other terms & conditions of TPI, please refer to additional notes on TPI in 'Special Notes to bidders'*		
BB	**SPECIAL NOTES TO BIDDERS**		
1	OIL expects Bidders to submit their bid/offer for all the tendered items. However, Bidder may choose to quote for any one or multiple items as evaluation of bids will be carried out separately for all the items and accordingly inter-se-ranking of successful Bidders shall be determined on individual item basis.		
2	The pony drill collars shall be brand new, unused & of prime quality. Bidder shall warrant that in the event of an order, the product supplied will be free from all defects & fault in material, workmanship & manufacture. This clause shall be valid for 18 months from date of shipment or 12 months from the date of receipt of the items (whichever is earlier). The defective materials, if any, rejected by OIL shall be replaced by the supplier at their own expenses. Bidders must confirm the same in their quotation.		
3	Pony drill collars shall be Manufactured, Sampled, Tested, Inspected, Marked and Certified as per API Spec. 7-1(latest edition) and Mill Inspection Certificate thereof should be forwarded along with supply. Bidder to confirm the same in their quotation. Bidder to forward a copy of valid API Spec.7-1 certificate along with their quotation.		
4	All thread connections and other physical properties should conform to API Spec. 7-1, latest edition.		
5	Pony drill collars shall be die stamped on the OD with manufacturer's name or identification mark, the API monogram, outside diameter, bore & connection designation. Bidders need to confirm the same while quoting.		
6	The O.D, I.D. and length of the pony drill-collars must be exactly as specified in the Tender specification and tolerance as per API Spec. 7-1.		
7	Pony Drill Collars shall be supplied with pressed steel thread protectors installed at both ends.		
8	The pony drill collars shall be supplied with mill coating to protect these from rusting during shipment. Bidders to confirm the same while quoting.		
9	The purchase order number and length of drill collar in metres must be stencilled on each length of pony drill collar.		
10	The quotation must accompany relevant catalogue, literature, drawing, etc. in English language (US or UK) failing which the offer will be liable for rejection.		
11	Bidder should indicate the name of manufacturer, country of origin, port of dispatch of the materials.		

12	Any deviation(s) from the tender specification should be clearly highlighted specifying justification in support of deviation.		
13	Bidder should note that in the event of an order, the API licenses for manufacturing the pony drill collars along with authorization for API monogramming should be valid without any break till execution of the purchase order. Valid relevant API certificate to be submitted along with the supply. Bidder should categorically confirm compliance while quoting.		
14	Bidder to sign and submit completely filled up Technical check list and Technical Evaluation Matrix for Bid evaluation criteria and Technical specification.		
15	Bidder should categorically confirm in the technical bid a delivery schedule within six (06) months, FOB Port of dispatch, after establishment of letter of credit (in case of foreign bidder) or for dispatch of the items within six (06) months after receipt of formal order (in case of indigenous bidder) failing which their offer will be rejected.		
16	**THIRD PARTY INSPECTION (TPI)**		
a)	OIL shall arrange for inspection (TPI) of the materials through OIL's nominated Third Party Inspection Agency at Bidder's/Manufacturer's plant/premises as per the Scope of Work mentioned in the tender. All cost towards the engagement of Third Party Inspection Agency shall be borne by OIL. BIDDER SHALL NOT QUOTE/INCLUDE THE COST OF THIRD PARTY INSPECTION IN THEIR OFFER. However, Bidder shall extend all necessary facility to the satisfaction of Third Party Inspection Agency for smooth conduct of the inspection.		
b)	Bidder shall clearly indicate in the technical bid the place/plant where Third Party Inspection of the materials shall be conducted, in the event of an order.		
c)	Supplier shall convey to OIL the production schedule within 02(two) weeks from the date of Letter of Award (LOA)/Purchase order so that OIL can deploy the TPI agency to carry out inspection at bidder's/manufacturer's premises accordingly. Additionally, Supplier shall send a notice in writing/e-mail to the OIL at least 15 days in advance specifying the exact schedule and place of inspection (TPI) as per the Purchase Order and OIL, upon receipt of such notice, shall notify the supplier the date and time when the materials would be inspected by OIL nominated TPI Agency.		
d)	The supplier shall provide, without any extra charge to OIL, all materials, tools, labour and assistance of every kind which the OIL nominated TPI Agency may demand for any test or examination required at supplier's premises. The supplier shall also provide and deliver sample from the material under inspection, free of charge, at any such place other than their premises as the TPI Agency may specify for acceptance tests for which the supplier does not have the facilities for such tests at their premises. In the event of testing outside owing to lack of test facility at supplier's premises, the supplier shall bear cost of such test, if any.		
e)	The supplier shall not be entitled to object on any ground whatsoever to the method of testing adopted by the OIL nominated TPI Agency.		
f)	Unless otherwise provided for in the Purchase Order, the quantity of materials expended in test will be		

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

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ANNEXURE – F

BID EVALUATION MATRIX (BID REJECTION CRITERIA) *(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	**BRC - 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	**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:		
i	They must have an experience of minimum 5 (Five) years in manufacturing the quoted item(s) under API 7-1 certification as on the original bid closing date of the tender. Copies of relevant API 7-1 certificates (having API authorization(s) for each of 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 each type of 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: (a) Signed and sealed Satisfactory supply / completion / installation report (in original on user's letter head) (OR) (b) Bill of Lading (OR) (c) Consignee delivery receipt / challan (OR) (d) Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/Vat. (e) Commercial Invoice/ Payment Invoice		
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 letterhead) 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 the3 manufacturer (in original on manufacturer's letterhead) 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 letterhead 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 each type of 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 any or all 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) for those items which have been supplied to OIL. In this situation, the bidder shall have to indicate as specified below.		
i	If the bidder (manufacturer) has supplied minimum 25% quantity (to be rounded to next higher whole figure) of all of the tendered items then they shall have to indicate the Purchase Order (P.O.) Nos. of OIL executed by them for each type of tendered items (of same or higher capacity and same or higher sizes) in their technical bid.		
ii	If the bidder (manufacturer) has supplied minimum 25% quantity (to be rounded to next higher whole figure) of only a few types of the tendered items then they shall have to indicate the Purchase Order (P.O.) Nos. of OIL executed by them for those types of tendered items (of same or higher capacity and same or higher sizes) in their technical bid. However, against the remaining types of tendered items (of same or higher capacity and same or higher sizes) which were not supplied by them to OIL, the bidder (manufacturer) has to submit supply experience as per clause 2.A(ii) above.		
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 any or all 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) for those items which have been supplied to OIL. In this situation, the bidder shall have to indicate as specified below.		
i	If the manufacturer has supplied minimum 25% quantity (to be rounded to next higher whole figure) of all of the tendered items then the bidder shall have to indicate the Purchase Order (P.O.) Nos. of OIL executed by that manufacturer for each type of tendered items (of same or higher capacity and same or higher sizes) in their technical bid. However, such bidder must meet Clause No. 2.B(vi) above.		
ii	If the manufacturer has supplied minimum 25% quantity (to be rounded to next higher whole figure) only few types of the tendered items then the bidder shall have to indicate the Purchase Order (P.O.) Nos. of OIL executed by that manufacturer for those types of tendered items (of same or higher capacity and same or higher sizes) in their technical bid. However, against the remaining types of tendered items (of same or higher capacity and same or higher sizes) which were not supplied by the manufacturer to OIL, the bidder has to submit supply experience of the manufacturer as per clause 2.B(v) above. However, such bidder must meet Clause No. 2.B(vi) above.		
5	**Additional Documents**:		
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.		
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: iv) 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). v) Bill of Lading (OR) vi) Commercial Invoice / Payment of Invoice of the OEM (OR) vii) Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/Vat/GST.		
7	**<u>DELIVERY PERIOD</u>**: **<u>INDIAN BIDDER</u>**: **Materials must be despatched within 06 (Six) months from the date of placement of order by OIL**. The date of clear Lorry Receipt (L/R) or Consignment Note(C/N) shall be considered as the date of delivery. **<u>FOREIGN BIDDER</u>**: **Materials must be delivered on FOB, Port of Despatch basis within 06 (Six) months from the date of opening of Letter of Credit by OIL**. The date of unambiguous Bill of Lading (B/L) shall be considered as the date of delivery. Bids submitted by Bidders quoting delivery period more than the abovementioned duration shall not be accepted. Bidders must categorically confirm the delivery period in their Technical Bid.		
II	**BRC - FINANCIAL**		
1	The bidder shall have an annual financial turnover of minimum **INR 27,06,931.00 or USD 36,034.75** during any of the preceding 3 (Three) financial/accounting years reckoned from the original bid closing		

	date of the tender.		
2	"Net Worth" of the bidder must be positive for the financial/accounting year just preceding to the original Bid Closing Date of the Tender.		
3	Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an affidavit/ undertaking **(PROFORMA - 8)** certifying that 'the balance sheet/Financial Statements for the financial year (as applicable) has actually not been audited so far'. **<u>Note</u>:** a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the technical bid:- i) A certificate issued by a practicing Chartered Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual Turnover & Net worth as per format prescribed in **(PROFORMA – 9)** OR ii) Audited Balance Sheet alongwith Profit & Loss account. In case of foreign bidders, self-attested/digitally signed printed published accounts are also acceptable. b) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/ State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.		
4	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	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 II (1) above. (ii) Net Worth of the parent/ultimate parent/holding company should be positive in line with Para II (2) above (iii) Corporate Guarantee **(PROFORMA - 10)** 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.		

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ANNEXURE – G(i)
&
ANNEXURE G(ii)

PRICE BID FORMAT

(Uploaded as attachment in the Attachment Tab "Notes and Attachments" in e-portal)

PART - B

TENDER NO. SDG8893P22/09 DATED 25.11.2021 FOR PROCUREMENT OF PONY DRILL COLLAR

Annexure - H		**AA: General Notes to Bidders** **BB: Additional Notes to Bidders**
Appendix - H1		**Purchase Preference (linked with local content) policy**
Appendix - H2		**Policy for providing preference to Domestically Manufactured Iron & Steel Products (DMI & SP)** ***(NOT APPLICABLE AGAINST THIS TENDER)***
Appendix - H3		**Amendment to DMI&SP vide Gazette notification No. S-13026/1/2020- IDD dated 31.12.2020, Ministry of Steel for certain amendment to DMI&SP policy.** ***(NOT APPLICABLE AGAINST THIS TENDER)***
Appendix - H4		**Restrictions on procurement from a bidder of a country which shares a land border with India.**
General Terms & Conditions	:	**General Terms & Conditions" for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders).**
Proforma - 1	:	**Format for Bid Security Declaration**
Proforma - 2	:	**Format for Integrity Pact**
Proforma - 3	:	**Format for Performance Security**
Proforma - 4	:	**Format for undertaking towards submission of authentic information/ documents**
Proforma - 5	:	**Format for undertaking towards compliance of restriction on procurement from a bidder of a country which shares a land border with India**
Proforma - 6		**Form 10F**
Proforma - 7	:	**Format for No Business Connection or Permanent Establishment Certificate**
Proforma - 8	:	**Format for undertaking towards compliance of Financial Criteria**
Proforma - 9	:	**Format for Annual Turn Over and Networth Certificate**
Proforma - 10	:	**Format for Corporate Guarantee towards Financial Standing**

ANNEXURE – H

AA: GENERAL NOTES TO BIDDERS:

1.0 Bidders without having E-tender Login ID and Password should complete their online registration at least 7 (seven) days prior to the scheduled bid closing date and time of the tender. For online registration, Bidder may visit the OIL's E-tender sitehttps://etender.srm.oilindia.in/irj/portal

1.1 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.

2.0 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.

3.0 Bid must be submitted online through OIL's e-procurement portal. Bid submitted in any other form will be rejected.

4.0 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.

5.0 Bids are invited online under **SINGLE STAGE TWO BID SYSTEM**. Bidders must prepare the **TECHNO-COMMERCIAL BID (UNPRICED)** as well as the **PRICED BID** separately and upload both these bids in OIL's e-procurement portal at the designated fields separately assigned. Please note that no price details should be furnished in the Technical (i.e. Unpriced) bid. The "Unpriced Bid" shall contain all techno-commercial details except the prices/costs. The "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. Please do refer the User Manual provided on the portal on the procedure "How to create Response for submitting offer."

5.1 **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. Details of prices as per Price Bid format (Price Schedule) to be uploaded as attachment in the Attachment Tab "Notes and Attachments". Any offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria mentioned in the tender.**

Notes and Attachments	➔	**Only price details should be uploaded**
Technical attachments	➔	**All technical bid documents except price details**

Bidders are requested to go through the 'New Vendor 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 system.

5.2 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 Price Schedule can be uploaded as Attachment under the attachment option under "Notes & Attachments".

6.0 **For the 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 & Attachments" (i.e., NO PRICE CONDITION), Bidder 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 unloaded attachment and Bid Evaluation Criteria only. Online view of pries as above shall be available to the Bidders only upto seven days from the date of Price-Bid opening of the e-tender.**

7.0 In case of SINGLE STAGE TWO BID SYSTEM, priced bids of only those bidders will be opened whose offers are found to be techno-commercially & financially acceptable.

8.0 The prices must be strictly submitted as per the price bid format only uploaded under tab "Notes & Attachment". 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.

9.0 Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidder's risk and may result in rejection of its offer without seeking any clarifications.

10.0 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 Security Declaration" accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the NIT/ Purchase order, they shall be suspended for the period of 2 (two) years. This suspension of two years shall be automatic without conducting any enquiry. Bidders shall submit "Bid Securing Declaration" as per enclosed **PROFORMA - 1** along with their Technical bids.

11.0 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 date to GM 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.

a) Deleted
b) Any other documents which have been particularly asked for in this tender for submission.

11.1 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.

12.0 **AMENDMENT OF TENDER DOCUMENTS:**
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).

12.1 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.

13.0 Any deviation(s) from the tender specification should be clearly highlighted specifying justification in support of deviation.

14.0 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.

15.0 Prior to the detailed evaluation, OIL will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the bidding documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. OIL's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

15.1 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.

15.2 To assist in the examination, evaluation and comparison of bids, normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL

at its discretion. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

16.0 A job executed by a bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BRC/BEC.

17.0 Indian Bidders shall indicate the following in their offer:

(i) Ex-Works unit and total price as per price bid format including packing, forwarding and insurance; all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods, inspection, testing and loading on transport carrier etc.

(ii) The quoted price shall be deemed to be inclusive of all taxes and duties except "Goods and Services Tax" (hereinafter called GST) (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and GST compensation Cess (if applicable).

(iii) Built in CIF value of import for raw material and components incorporated or to be incorporated in the goods and included in quoted price. The bidder shall provide description of such material, quantity, rate, value etc.

(iv) Inland transportation charges from dispatch point to designated Project Site/dump area/dump yard including loading and unloading of materials at site. The prices should be inclusive of all taxes, duties, levies etc.

18.0 Foreign Bidders shall indicate the following in their offer:

(i) Bidders shall submit their unit & total prices on FOB – International Port of Shipment, and C&F – Port of entry, India basis as detailed out in the Price Schedule. The request for different price basis is merely to facilitate the comparison of bids and will not in any way limit the OIL's right to contract on different terms.

(ii) Bidder shall also quote for Ocean Freight charges (including stowage charges) upto the port of entry, India, in the price schedule. The request for separate FOB Price and Ocean Freight is merely to facilitate the comparison of bids.

19.0 All shipments of material and containerised cargo shall be made by suitable vessels certified for seaworthiness and complying with National/ International safety regulations.

19.1 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.

20.0 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 bidder 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.

20.1 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.

21.0 In case a Foreign Bidder's offer is based on certain component sourced within India, additional terms & condition specified elsewhere in the bid document shall be applicable in respect to such components.

22.0 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.

23.0 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.

24.0 Indian bidders are required to indicate both Ex-works as well as FOR Destination price by road. OIL reserves the right to place order on FOR (despatching station) or FOR (destination) terms. Offered rates should be kept firm through delivery/despatch.

25.0 Currency once quoted will not be allowed to be changed. OIL shall not be compensating for any exchange rate fluctuation.

26.0 **ROAD DESPATCH**

a) In the event of an order other than FOR Destination terms, the material will be required to despatch through OIL's approved transporters (which will be specified in the order) on "Door Delivery" basis. [Note: Sundry Consignment with weight lesser than 03(three) Tons shall be delivered at OIL's approved transporters godown.]

b) For orders placed on FOR Destination basis, the material will be required to despatch through reputed Bank approved transporters only on Door Delivery basis. In case OIL is required to collect the material from transporters Godown, extra expenditure incurred thereof will be recovered from the Bidder/seller.

c) The Seller shall ensure with Transport Company the delivery of materials within a reasonable transit period. Seller shall also obtain from transporter, particulars of Lorry Number, Transporter's Challan Number, destination of lorry (if transhipment is involved), Transporter's Agent at destination, if any, etc. and intimate same to OIL.

27.0 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. should be clearly mentioned in the bid.

28.0 **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.

29.0 **IMPORTANT NOTES**:

Bidders shall take note of the following important points while participating in OIL's e-procurement tender:

a) Bid should be submitted online in OIL's E-procurement site up to 11.00 Hrs. (IST) (Server Time) on the date as mentioned and will be opened on the same day at 14.00 Hrs. (IST) at the office of the GM-Materials in presence of the authorized representatives of the bidders.

b) Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid. The documents in physical form (if any, required as per tender), if received by the Company after the deadline for submission prescribed by the Company shall be rejected and shall be returned to the Bidders in unopened condition.

30.0 **INTEGRITY PACT**

The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide **PROFORMA - 2** 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.

OIL's Independent External Monitors at present are as under:

SHRI RUDHRA GANGADHARAN, IAS (Retd.),
Ex-Secretary, Ministry of Agriculture
E-Mail ID: rudhra.gangadharan@gmail.com

SHRI SUTANU BEHURIA, IAS (Retd.),
E-mail ID: sutanu2911@gmail.com

SHRI OM PRAKASH SINGH, IPS (Retd.)
Former DGP, Uttar Pradesh
E-mail: Ops2020@rediffmail.com

30.1 In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact.

30.2 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 organizations 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.

31.0 **DIGITAL SIGNATURE**

To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate of Class 3 with Organizations Name and Encryption certificate as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (http://www.cca.gov.in). Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable.

31.1 Digital Signature Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.

31.2 Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder change his Digital Signature Certificate then old certificate [Used for encryption] is required in order to decrypt his encrypted response for getting the EDIT mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LIMITED is not responsible.

32.0 **PERFORMANCE SECURITY**

Unless otherwise specified, the Seller shall furnish Performance Security to Purchaser in the form of a Bank Guarantee/Letter of Credit/ Demand Draft within 30 days of notification of purchase order/contract for the value and validity as per terms of Purchase order/contract. Performance Security shall be strictly as per the format prescribed vide **PROFORMA-3** to this document.

32.1 Performance Security shall be issued from any scheduled Indian Bank or any branch of an International Bank situated in India and registered with the Reserve Bank of India as scheduled foreign Bank in case of domestic suppliers.

32.2 In case of overseas suppliers, the Performance Security can be accepted from any scheduled bank in India or from an International Bank having its branch in India registered with the Reserve Bank of India.

32.3 Performance Security issued by any foreign Bank which is not a scheduled Bank in India can also be accepted, provided the same is counter-guaranteed by any Branch situated in India of any scheduled Bank incorporated in India.

32.4 Bank Guarantee issued by a scheduled Bank in India at the request of some other non-scheduled Bank in India shall not be accepted.

32.5 Purchaser reserves the right to cancel the order and forfeit the corresponding Bid Security, in case of failure on the part of Seller to submit Performance Security as above.

32.6 The amount of Performance Security and the date of expiry of the Performance Security shall be as specified in the LOA/Purchase Order. Unless specified otherwise, the amount of Performance Security in case of

Procurement of Goods shall be 3% of order value (excluding taxes & duties).

32.7 The Performance Security shall be in the denomination of the currency of Purchase Order or in equivalent US Dollars converted at the B.C. Selling Rate of State Bank of India, Kolkata main branch on the date of Purchase Order.

32.8 Bank Guarantees issued by a Bank in India should be on non-judicial Stamp Paper/Franking receipt of requisite value, as per Indian Stamp Act, purchased in the name of the Banker or the Seller.

32.9 Bank Guarantee/Letter of Credit with condition other than those mentioned in OIL's prescribed format shall not be accepted.

32.10 The Bank Guarantee issued by a Bank amongst others shall contain the complete address of the Bank including Phone Nos., Fax Nos., E-mail address, Code Nos. of the authorized signatory with full name and designation and Branch Code.

32.11 The Performance Security shall be payable to Purchaser as compensation for any breach or loss resulting from Supplier's failure to fulfil its obligations under the Purchase Order/Contract. In the event of such default on the part of Seller, the Performance Security shall be encashed unconditionally and the proceeds thereof shall be forfeited without any further reference to the Seller. In such an eventuality, the Seller shall be liable to face penal actions including debarment as per OIL's Banning Policy, 2017.

32.12 The Performance Security specified above must be valid for three (3) months beyond the Warranty Period (if any) indicated in the Purchase Order/Contract agreement. The Performance Security shall be discharged by Purchaser not later than 30 days following its expiry after completion of obligations under the order/contract. In the event of any extension to the contractual validity or delay in supply/ execution or extension of Warranty Period of the Purchase Order/Contract, validity of the Performance Security shall be extended by the Seller/Contractor by the equivalent period.

32.13 The Performance Security shall not accrue any interest during its period of validity or extended validity. OIL shall not be liable to pay any bank charges, commission or interest on the amount of Performance Security.

32.14 Failure of the successful Bidder to comply with the requirements of above clauses shall constitute sufficient grounds for annulment of the award and forfeiture of their Bid Security or Performance Security. The defaulting party shall also be debarred from business as per OIL's Banning Policy, 2017

32.15 In case, the Performance Security in the form of a Bank Guarantee/ Letter of Credit is found to be not genuine or issued by a fake banker or issued under the fake signatures, the LOI/Purchase Order issued/placed on the bidder shall be treated as cancelled forthwith and the bidder shall be banned from participating in future tenders in accordance with the provisions of Company's Banning Policy, 2017. Further, the Bid Security submitted by such bidder shall be invoked without any further reference, besides other penal action, as the Company may think appropriate.

32.16 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, 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.

32.17 In case of online payment, refund will be made in [INR] using the exchange rate prevailing as on the date of actual receipt of Performance Bank Guarantee amount. The refund amount shall not (in any case) exceed the amount actually received.

32.18 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. (3% of annualized contract value valid for three months beyond entire execution period).

33.0 Bidder must upload completely filled up Commercial Check List **[Annexure – D(i)]** and Bid Evaluation matrix (Technical) **(Annexure – E)** and Bid Evaluation Matrix (BRC) **(Annexure – F)**.

34.0 **PAYMENT TERMS**

Refer to "General Terms & Conditions" for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders) including Amendments & Addendum to "General Terms & Conditions" for e-Procurement.

35.0 **EFFECTIVE DATE OF CONTRACT/ORDER**:

Unless otherwise specified in the contrary, the date of LOA will be the start of the Contract/Order for all practical purposes.

36.0 **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.**

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.

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.

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.

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.

37.0 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.

38.0 **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 **PROFORMA - 4** along with their offer failing which their offer shall be liable for rejection.

39.0 **COUNTRY OF ORIGIN**

Shall mean the place where the goods/products is/are manufactured or supplied from or the services are rendered.

39.1 Bidders shall indicate Country of Origin item-wise. In case of mixed country of origin, percentage distribution of contents with respect to each country of origin must be stated.

39.2 In case of imported items, the successful bidder shall submit "Certificate of Origin" issued only by "Chambers of Commerce" along with the shipping document.

40.0 **GOODS & SERVICES TAX(GST)**

1. For the purposes of levy and imposition of GST, the expressions shall have the following meanings:

   (a) GST - means any tax imposed on the supply of goods and/or services under GST Law.
   (b) Cess – means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act,2017.
   (c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017and all related ancillary Rules and Notifications issued in this regard from time to time.

2. The rates quoted by the bidders shall be inclusive of all taxes, duties and levies. However, bidders are required to provide separately the rate and amount of all types of taxes, duties and levies. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference in case the rate of duty/ taxes finally assessed is on the lower side. Further, bidders have to clearly show the amount of GST separately in the Tax Invoices. Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.

3. Offers without giving any of the details of the taxes (Including rates and amounts) as specified above will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.

4. Bidders are required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profiteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the bidders should confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the bidders to ensure that the intended benefits of GST have been passed on to OIL.

5. Oil India Ltd. shall declare the value of free issue of materials and services, if any, involved in the execution of the contract. The Contractor should consider the same while working out the GST liability, if any. Further in cases where GST is leviable on any facilities provided by OIL and used by bidders and the consideration for which is recovered by OIL in the form of reduction in the invoice raised by bidders then OIL will raise GST invoices on such transactions and the same will be reimbursed bybidders.

6. **When Input tax credit is available for Set Off**
   Evaluation of L-1 prices shall be done based on Quoted price after deduction of Input Tax Credit (ITC) of GST, if available to OIL.OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders.

   When Input tax credit is NOT available for Set Off
   Evaluation of L-1 prices shall be done based on Quoted price only. OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders.

7. Bidders agree to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and /or acceptance or rejection of credit notes / debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by OIL in the customized format shared by OIL in order to enable OIL to update its database etc. that may be necessary to match the invoices on GSTN common portal and enable OIL to claim input tax credit in

relation to any GST payable under this Contract or in respect of any supply under thisContract.

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.

40.1 In case there is a requirement to obtain registration by the bidder under the Indian laws (including but not limited to GST) for carrying out the transaction proposed under the tender/contract, bidder shall be the sole responsible person for obtaining such registration. Further, any cost associated with obtaining any such registration or complying with Indian laws (including but not limited to GST) shall be borne by the bidder solely. Any additional tax burden (including interest and penalty etc.) arising out of non-compliance of this requirement by the bidder will be to the bidder's account.

40.2 In no case OIL shall bear any additional liability for the arrangement between bidder and its suppliers/sub-vendors for complying with 'local content'.

41.0 **PUBLIC PROCUREMENT POLICY AND PURCHASE PREFERENCE TO MICRO AND SMALL ENTERPRISES:**
Bidders to note that Govt. of India under Micro, Small and Medium Enterprises Development (MSMED) Act 2006, has proclaimed the Public Procurement Policy, 2012 with effect from 1st April, 2012 in respect of procurement of goods and services, produced and provided by micro and small enterprises, by its Ministries, Departments and Public Sector Undertakings for promotion and development of Micro and Small Enterprises. Clause on applicability of Public Procurement Policy for procurement of goods from Micro and Small Enterprises (MSE) in the tender is furnished in "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. Bidders are requested to take note of the same and to submit their offers accordingly.

41.1 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 16th June, 2021 issued by Ministry of MICRO, SMALL AND MEDIUM ENTERPRISES. The existing enterprises registered under EM- Part-II or UAM till 30th June, 2020 shall continue to be valid only for a period up to the 31st day of December, 2021.

The bidder claiming as MSE status (MSE-General, MSE-SCIST, MSE -Woman) against this tender has to submit the following documents for availing the benefits applicable to MSEs:

Udyam Registration Number with Udyam Registration Certificate.

OR

Proof of registration with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Adhar registration or registration with any other body specified by Ministry of MSME.

Note: *In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur or Woman Entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur/ Woman Entrepreneurs should also be enclosed.*

41.2 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.

42.0 **POLICY TO PROVIDE PURCHASE PREFERENCE (LINKED WITH LOCAL CONTENT) (PPLC):**

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 its amendment issued from time to time. Clause on applicability of Purchase Preference (linked with local content) policy in the tender is furnished as **APPENDIX – H1** 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.

1. Certification and Verification

   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:

   (i) 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.

   (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.

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.

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.

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.

Note: ***Bidder to categorically confirm under which policy i.e. PP-LC or MSME, they want to avail the benefit and to submit requisite document/certificate in support to avail this benefit. The bids will be evaluated based on their declaration. Tenders involving eligible/qualified MSME Vendors as well as LC Vendors, preference regarding placement of order shall be accorded to MSME Vendors in line with Public Procurement Policy over PP-LC Policy.***

43.0 **POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS (DMI&SP): *(NOT APPLICABLE AGAINST THIS TENDER)***

Policy for providing preference to domestically manufactured Iron and Steel products in govt. procurement, notified vide Gazette of India No 324 dated 29.05.2019 read with clarifications, if any issued by MoS on the policy **shall be applicable for this tender**. Bidders are required to confirm acceptance to the conditions of this policy.

Bidders who comply with all the provisions specified in **APPENDIX - H2** attached to this Tender Document and submit all the undertakings and documents applicable under the revised policy shall only be accepted.

43.1 Vide Gazette notification No. S-13026/1 /2020- IDD dated 31.12.2020, Ministry of Steel has issued certain amendment to the aforesaid policy. A copy of the said Gazette notification is also enclosed as **APPENDIX - H3**. Bidders are requested to take note of the same and to submit their offers accordingly, wherever applicable.

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

Banning Policy dated 6th January, 2017as 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:

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

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

45.0 **OPPORTUNITY TO STARTUP AND MICRO & SMALL ENTERPRISES:**

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:

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.

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.

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.

46.0 **TAX COLLECTIBLE AT SOURCE (TCS):**

Tax Collectible at Source (TCS) applicable under the Income-tax Law and charged by the SUPPLIER shall also be payable by OIL along with consideration for procurement of goods/materials/ equipment. If TCS is collected by the SUPPLIER, a TCS certificate in prescribed Form shall be issued by the SUPPLIER to OIL within the statutory time limit.

Payment towards applicable TCS u/s 206C (IH) of Income Tax Act, 1961 will be made to the supplier provided they are claiming it in their invoice and on submission of following undertaking along with the invoice stating that:

a. TCS is applicable on supply of goods invoiced to OIL as turnover of the supplier in previous year was more than Rs. 10 Cr. and
b. Total supply of goods to OIL in FY …….. (As applicable) exceeds Rs. 50 Lakh and
c. TCS as charged in the invoice has already been deposited (duly indicating the details such as challan No. and date) or would be deposited with Exchequer on or before the due date and
d. TCS certificate as provided in the Income Tax Act will be issued to OIL in time.

However, Performance Security deposit will be released only after the TCS certificate for the amount of tax collected is provided to OIL. Supplier will extend the performance bank guarantee (PBG), wherever required, till the receipt of TCS certificate or else the same will be forfeited to the extent of amount of TCS, if all other conditions of Purchase order are fulfilled.

The above payment condition is applicable only for release of TCS amount charged by supplier u/s 206C (I H) of Income tax Act, 1961.

47.0 **DOCUMENT VERIFICATION**: ***(NOT APPLICABLE AGAINST THIS TENDER)***

Oil India Limited (OIL) has engaged the following 09 (Nine) Independent Inspection Agencies for a period of 04 (four) years with effect from 06.05.2020 to verify and certify of various documents required against BEC/BRC of the tender:

Sl. No.	Name of Independent Inspection Agency	Contact E-mail ID
i.	M/s. RINA India Pvt. Ltd.	a. ssd@rina.org b. Andrea.Vattuone@rina.org
ii.	M/s. Dr. Amin Controllers Pvt. Ltd.	a. rkjain@rcaindia.net b. info@rcaindia.net
iii.	M/s. GermanischerLlyod Industrial Services GmbH (DNV GL- Oil & Gas)	a. mangesh.gaonkar@dnvgl.com
iv.	M/s. TÜV SÜD South Asia Pvt. Ltd.	a. Jaimin.Bhatt@tuv-sud.in b. sanjaykumar.singh@tuv-sud.in c. Pankaj.Narkhede@tuv-sud.in d. Ajit.Yadav@tuv-sud.in
v.	M/s. IRCLASS Systems and Solutions Private Limited	a. abhishek.singh@irclass.org b. pradeep.bansal@irclass.org c. Asim.Hajwani@irclass.org d. Amit.Ketkar@irclass.org e. industrial_services@irclass.org

vi.	M/s. Gulf Llyods Industrial Services (India) Pvt. Ltd.	a. contact@gulflloyds.com b. bbhavsar@gulfllyods.com c. inspection@gulflloyds.com d. gulflloyds.india@gmail.com
vii.	M/s. TUV India Private Limited	a. salim@tuv-nord.com b. delhi@tuv_nord.com
viii.	M/s. TÜV Rheinland (India) Pvt. Ltd.	a. Shailesh.Deotale@ind.tuv.com b. ravi.kumar@ind.tuv.com c. rupeshkumar.singh@ind.tuv.com d. Neeraj.Chaturvedi@ind.tuv.com
ix.	M/s. Bureau Veritas (India) Private Limited	a. udit.chopra@bureauveritas.com b. vishal.sapale@bureauveritas.com c. dinesh.sukhramani@bureauveritas.com d. p.sridhar@bureauveritas.com e. hariprasad.jhawar@bureauveritas.com f. amit.shaw@bureauveritas.com g. business.support@bureauveritas.com h. labhanshu.sharma@bureauveritas.com i. pramodkumar.yadav@bureauveritas.com j. sonal.lad@bureauveritas.com k. bvindia.corporate@in.bureauveritas.com

47.1 The Bidders have to get the various documents required against BEC/BRC of the tender verified and certified by anyone of the above Independent Inspection Agencies and submit the duly certified documents alongwith the Inspection Certificate issued by the Inspection Agencies as part of their Technical Bids. It may be noted that the scope of inspection is primarily to verify the authenticity of the documents being submitted as part of the bid. All Charges of the Third-party Independent Inspection Agencies towards verification of bidder's documents and certification thereof shall be borne by the respective bidders and Payments on account of above inspection, verification and certification shall be made directly by the Bidder to the Inspection Agency(s). OIL will not be responsible for any payment dispute between Bidders and Third Party Inspection Agencies.

47.2 As mentioned above, Bidder(s) have to submit the verified documents and the duly certified Inspection Certificate by the Inspection Agencies along with the Technical Bids. Bid submitted with un-verified supporting documents shall not be normally considered. However, in case a bidder submits its bid alongwith all relevant supporting documents against BEC/BRC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered provided it is accompanied by an Undertaking by the Bidder on their official letterhead to submit the duly verified copies/verification certificate within seven (7) days of actual bid opening. Company will neither send any reminder nor seek any clarification in this regard from such bidders, and the bid will be rejected outright if the bidder fails to submit the verified copies/verification certificate within seven (7) days of actual bid opening at its own risk and responsibility. If a bidder does not submit the undertaking towards submission of third party certification within 7 days from date of Bid Closing date, but certified document reaches us within the cut-off date of above seven (7) days, then such bids shall be considered.

47.3 The methodology of inspection/ verification of documents followed by the agencies is broadly as under but not limited to:

a) It is obligatory on the part of the interested Bidders, who choose to participate against the tender, to understand the tender requirements in entirety and the requisite documents sought for in support of the Bid Rejection & Bid Evaluation Criteria (BEC/BRC) mentioned in the tender in particular. The Bidder must produce all the appropriate documents before any of the OIL's empanelled third party certifying agencies for verification/certification. Neither OIL nor the third party certifying agency shall be held accountable in any manner regarding the choice of documents by the bidder for verification. Therefore, getting the appropriate documents inspected/ verified by the agency in support of BEC/BRC clauses is the sole responsibility of the Bidder.

b) The prospective bidder shall contact any of the empanelled inspection agencies. The agency shall go through the Tender Document, especially the requirements of BEC/BRC and list the documents to be verified. They shall depute their qualified/competent inspector to the Bidder's premises to check the

original documents and certify the copies which the bidder shall submit along with their bids. OIL will reserve the right to ask the inspection agencies to verify the documents with source, if required at **no extra cost to OIL. Verification of documents by OIL's empanelled third party agency shall not automatically make the bidder eligible for award of contract.**

c) Verification of documents are normally categorised as under:

➢ **General Requirement:**

- Check Bidder's PAN Card
- Check Bidder's GST Certificate
- Check ITR of company – last three years (minimum)
- Check Bidder's Certificate of Incorporation – Domestic Bidder.

➢ **Additional Documents: (If applicable against the tender)**

- Joint Ventures Agreements – To Double-check with JV Partners
- Consortium Agreements – To Double-check with Consortium Partners
- Holding/ Parent/Subsidiary Company – To check the notarized Share Holding pattern

➢ **Technical Criteria**

- To check Experience Proof –
- To Check the Completion Certificates – Letter of Appreciations of proper Execution
- Reference contact verification and true copy verification
- To check Original Work Order/Contract Copy
- To check any other document(s), if called for vide BEC/BRC of the Tender.

➢ **Financial Criteria**

- Check and verify Audited Balance Sheet/CA certificate – Turnover & Net Worth.
- Check Notarization validity, if any
- To check the Line of Credit, if incorporated in the tender.

48.0 **RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY SHARING LAND BORDER WITH INDIA:**

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. Clause on applicability of above restriction is furnished as **APPENDIX – H4** of the tender document. Bidders are requested to take note of the clauses and submit their offers accordingly, wherever applicable.

"Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services or works, only if the bidder is registered with the competent authority"

Bidders must submit duly sealed & signed undertaking as per format provided vide, "**PROFORMA 5**" along with the technical bid.

49.0 **TAX RESIDENCY CERTIFICATE CLAUSE:**

1. 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 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):

   (a) Tax Residency Certificate (TRC)
   (b) Form No. 10 F (**PROFORMA - 6)**
   (c) No Business Connection or Permanent Establishment Certificate (**PROFORMA – 7**)

2. 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 and/or PE certificate 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.

3. 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.

4. However, in pure supply cases where installation and commissioning is not involved, the non-resident supplier shall, at its option, submit either TRC and Form 1 OF OR the authorized signatory of the non-resident supplier shall furnish following declaration, along with the bid in the firm Letterhead:

   "I _____(full name of the authorized signatory) in my capacity as_____ (designation of the authorized signatory) of _____(full name of the non-resident supplier) do hereby confirm that _____(full name of the non-resident supplier) does not have a business connection in India in terms of the Indian Income-tax Act, 1961, that no tax liability accrues to it in India, and should any tax liability arises in India, the same shall be to its account."

50.0 **ANTI-DUMPING DUTY:**

The Clause No. 3.0 in Section-'E' (Special Terms & Conditions for Tubulars) of General Terms & Conditions for Global Tender (MM-GLOBAL/E-01-2005- July 2012) on Anti-Dumping Duty stands deleted. The following guidelines are to be noted and considered by the bidder for submission of bid.

1. Government of India vide Notification No. 18/2016-Customs(ADD) dated 17.05.2016 has imposed, Anti-Dumping Duty and in respect of Seamless Pipes & Tubes, of an external diameter not exceeding 355.6 mm or 14" OD originating in, or exported from the People's Republic of China and imported into India. In case the product offered is exported by from any of the parties from People's Republic of China or originating from People's Republic of China and imported into India, the Anti-Dumping Duty shall be applicable.

   The Anti-Dumping Duty on shall be at a rate which is equivalent to difference between the landed value of the subject goods and the amount mentioned in the corresponding entry in column (9) of the table furnished vide aforementioned Notification provided the landed value is less than the value specified in column (9) and in the currency and as per unit of measurement as specified in the above Notification.

   The Anti-Dumping Duty so calculated as per the above Notification shall be loaded on the CIF Landed value of such Foreign bidders (with Customs Duty as applicable on the Bid Closing Date of the Tender) excluding inland transportation to destination, on whom the Anti-Dumping Duty is applicable. The evaluation of the offers will be done after loading the offers as above. Foreign bidders are required to indicate the ·gross/nett weight of the goods offered by them originating in, or exported from the People's Republic of China and imported into India, in MT in their Technical Bids for the purpose of calculation of the Anti-Dumping Duty amount.

   In case of the indigenous bidders, they should note that OIL will not be liable to reimburse any amount on account of Anti-Dumping duty for the materials imported by them from People's Republic of China for execution of the contract and any Anti-Dumping Duty payable against import by them from People's Republic of China shall be to their account. Indigenous bidders are required to categorically confirm acceptance of the· same in their Technical bids failing which offers will be liable for rejection.

2. All bidders must categorically mention the country of origin of the products offered by them' in their offers. In the event categorical mention of country of origin of their offered products is not made in their offer, the offer will be summarily rejected.

50.1 Bidders to refer to Ministry of Finance, Govt of India's Notification, No. 18/2016-Customs (ADD) dated 17.05.2016 and subsequent amendment vide Notification No. No. 7/2017-Customs (ADD) dated 17.02.2017 (including its latest modifications/amendments, if any) for detailed guidelines in this regard.

BB: ADDITIONAL NOTES TO THE BIDDER

1.0 BIDDER TO ADHERE:

The bidder shall be deemed to have examined the complete Bid Document including technical specifications, terms & conditions, all attachments & annexure thereto and taken due cognizance of the contents to their full satisfaction prior to submitting Bid. Any lack of information shall not relieve the Seller in any way of its responsibility to fulfil obligations under the purchase order/contract in entirety.

2.0 EFFECTIVE DATE OF CONTRACT/ ORDER:

Unless otherwise specified in the contrary, the date of LOA will be the start of the Contract/Order for all practical purposes.

3.0 CONFIDENTIAL INFORMATION:

The Seller/Bidder shall treat all designs, drawings, specifications, data or information supplied by OIL (whether written or verbal) as confidential and shall use its best endeavours to ensure that such design, drawings, data or information is not divulged to any third party, except with the consent of OIL, where necessary for the purpose of performance of its obligation and subject to similar undertakings being obtained from such third parties to treat such design, drawings, data or information in like confidence other than designs, drawings, data or information which at the time of proposed disclosure are within the public knowledge or in the Seller's possession.

4.0 PATENT AND OTHER RIGHTS:

4.1. The Seller shall fully indemnify OIL against any action, claim or demand, costs and expenses arising from or incurred by reason of any infringement or alleged infringement of any letter, patent, design, trademark or name, copy right or other legally protected rights in respect of any plant, work, materials to be supplied or any arrangement, system or method of using, fixing or working to be employed by the Seller.

4.2. In the event of any claim or demand being made or action brought against OIL in respect of any of the aforesaid matters, OIL shall notify the Seller thereof as soon as possible and Seller shall conduct with the assistance of OIL if necessary, but at his own expense, all negotiation for the settlement of such matter and any legal proceeding, litigation/arbitration involved or which may arise there from. Notwithstanding above, OIL reserves the right to initiate action against the seller.

5.0 ASSIGNMENT:

5.1. The Seller shall not transfer or assign the consequent Contract or any part thereof without the prior consent in writing from OIL. Any permitted transfer/assignment or subletting shall not relieve the Seller of any of his obligations, which might have arisen before such permission was given.

5.2. The Seller shall not sublet the consequent Contract or any part thereof without the prior consent in writing from OIL. Any permitted subletting shall not relieve the Seller of any of his obligations under the contract/purchase order and shall be wholly responsible for compliance of the terms of the Contract/Purchase Order.

6.0 TAXES, DUTIES & LEVIES:

6.1. DOMESTIC SUPPLIER:

(a) Domestic Seller shall be responsible for all taxes/duties/ licence fee etc. incurred until the delivery of goods to the Purchaser. However, GST (Goods & Service Tax) as applicable on the finished product shall be reimbursed by the Purchaser.

(b) GST at applicable rate (s) shall be payable for the supplies to be made against this purchase order/ contract. However, supplier is required to take note of the Anti-Profiteering clause provisioned in GST and raise/submit supply invoice(s) incorporating the following details:

(i) OIL-Provisional GSTIN:
(ii) GST Registration Details of Supplier:
(iii) Item-wise HSN Code:
(iv) Applicable Rate of GST:

(v) Total amount of benefit passed on to OIL due to reduction in rate of Tax (if so) or from Input Tax Credit by way of commensurate reduction in Prices under Anti Profiteering clause:

In addition to above, the Supplier must submit an undertaking to OIL certifying that the benefit accrued to them on account of reduction in tax rate(s) or from Input Tax Credit has been entirely passed on to OIL under anti-profiteering provision of GST Act, 2017

(c) For the purposes of levy and imposition of GST, the expressions shall have the following meanings:

(i) "GST" means any tax imposed on the supply of goods and/or services under GST Law.
(ii) "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.
(iii) "GST Law" means IGST Act 2017, CGST Act 2017, UTGST Act, 2017and SGST Act, 2017and all related ancillary Rules and Notifications issued in this regard from time to time.

(d) Vendor/Supplier/Contractor is required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profiteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the Vendor/Supplier/Contractor must confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and must also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the Vendor/Supplier/Contractor to ensure that the intended benefits of GST have been passed on to OIL.

(e) Vendor/Supplier/Contractor agrees to do all things but 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 also for claiming input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.

(f) In case Input Tax Credit of GST is denied to OIL or demand is recovered from OIL by the Central State Authorities on account of any non-compliance by Vendor/Supplier/Contractor, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify OIL in respect of all such 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 an amount demanded and recovered by the authorities/ state authorities from the pending payments of the Vendor/Supplier/Contractor.

(g) In case of ICB tender, wherever OIL issues Project Authority Certificate to domestic Seller for availing duty-free import of raw material and component, any variation in the custom duty within the contractual completion period of the purchase order/contract shall be to Purchaser's account on CIF value of import declared by the Seller in its Bid.

(h) All taxes, stamp duties and other levies for the services including installation/commissioning, Training etc. shall be to the Seller's account.

(i) Income Tax on the value of the Services rendered by the Seller in connection with installation/commissioning, training etc. shall be deducted at source from the invoices at the appropriate rate under the I.T. Act & Rules from time to time.

(j) Tax deduction certificate shall be issued by Purchaser for the Tax deducted at source as per provision of Act.

(k) GST TDS shall be applicable for as per the provisions of the CGST Act 2017

13.2 FOREIGN SUPPLIER:

a) All taxes, duties and levies imposed outside India shall be the responsibility of the Seller and charges thereof are included in the item rates and shall be to the Seller's account.

b) All taxes, duties and levies imposed inside India on the ordered materials/goods shall be borne by the Purchaser. However, taxes, levies as may be payable in India on services, if included any in the order/contract, including the installation & Commissioning, training etc. shall be to Seller's account.

c) Income Tax on the value of the Services rendered by the Seller in connection with installation, commissioning, training etc. shall be deducted at source from the invoices at the appropriate rate under the I.T. Act & Rules from time to time.

d) Tax deduction certificate shall be issued by Purchaser for the Tax deducted at source as per provisions of Act.

e) As per Income Tax Act, 1961 Foreign bidders should submit (along with their technical bid) following particulars, which 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):

(i) Whether the non-resident has a Fixed Place Permanent Establishment (PE) or a Dependent Agency PE in India, in terms of the Double Taxation Avoidance Agreement (DTAA) between India and his country of tax residence through which the non-resident carries on business activities in relation to its engagement by OIL and if, yes, address of the Fixed Place PE or name & address of the Dependent Agent?

(ii) Whether by carrying on activities in relation to its engagement by OIL, the non-resident constitutes an Installation/Construction PE or a Service PE in India in terms of the DTAA between India and his country of tax residence?

(iii) If the non-resident has PE in India, whether the remittances to be made to him under his engagement by OIL are attributable to such PE?

(iv) If the remittances to be made to the non-resident under his engagement by OIL are attributable to a PE which it has in India, what quantum of the profits resulting to the non-resident from his engagement by OIL, can be said to be attributable to the role played by the PE, and the basis of arriving at such quantum?

(v) If no part of the remittances to be made to the non-resident under his engagement by OIL is attributable to a PE which it has in India, what are the reasons for the same?

(vi) Non-resident's complete address (not necessarily in India), e-mail address. phone number with International Dialling code.

(vii) If the non-resident has an Indian Income Tax Permanent Account Number (PAN), what is that PAN?

(viii) Country of tax residence of the non-resident supported by a TRC issued by the Government of country or specified territory to the effect that the person named therein is a resident of that country or specified territory.

(ix) In accordance with Rule 21AB of the Income-tax Rules, 1962, along with the TRC, the non-resident shall also furnish the requisite information in the prescribed "Form 10F".

(x) A declaration as to the country which can be regarded as the non-resident's principal place of business. This could be the same as his country of tax residence or different depending on facts.

(xi) Whether the non-resident is constituted as a company, a partnership firm, or any other form of business organization.

f) In view of above and 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 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):

- Tax Residency Certificate (TRC)
- Form No. 10F
- No Business Connection or Permanent Establishment Certificate

g) 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. 10F and/or PE within the specified time may lead to the Income Tax Department directing OIL to deduct tax at a higher rate than at which it would otherwise have been deducted. Such increased tax liability shall be recovered from the Foreign Supplier.

h) 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.

7.0 <u>CHANGE IN LAW:</u>

7.1. In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the tender closing date and which results in increase in rate of taxes and duties on the supply of goods/services to PURCHASER under the PURCHASE ORDER (other than personnel and Corporate taxes), the SUPPLIER shall be indemnified for any such increased taxes and duties by the PURCHASER subject to the production of documentary proof to the satisfaction of the PURCHASER to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority & the courts wherever levy of such taxes / duties are disputed by PURCHASER.

7.2. Similarly, in the event of introduction of new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the tender closing date and which results in any decrease in the rate of taxes and duties on the supply of goods/services to PURCHASER, (other than personnel and Corporate taxes), the SUPPLIER shall pass on the benefits of such reduced cost, taxes or duties to the PURCHASER, to the extent which is directly attributable to such introduction of new legislation or change or amendment as mentioned above.

7.3. All taxes & duties (except where otherwise expressly provided in the Purchase Order) as may be levied/ imposed in consequences of execution of the Services or in relation thereto or in connection therewith as per the Acts, Laws, Rules, Regulations in force on the tender closing date, shall be to SUPPLIER's account. Any increase/decrease in the rate of such duties, taxes after the tender closing date, but within the contractual completion/mobilization date as stipulated in the PURCHASE ORDER will be to the account of PURCHASER.

7.4. Any increase in the rate of taxes & duties after the delivery completion/ mobilization date or during the extended period will be to the SUPPLIER's account, where delay in completion /mobilization period is attributable to the SUPPLIER. However, any decrease in the rate of taxes and duties after the delivery completion/ mobilization date will be to PURCHASER's account.

7.5. The prices given in the Price Bid are based on the applicable tariff as indicated by the SUPPLIER. In case this information subsequently proves to be wrong, incorrect or misleading, PURCHASER will have no liability to reimburse/pay to the SUPPLIER the excess duties, taxes, fees, if any finally levied / imposed by the concerned authorities. However, in such an event, PURCHASER will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.

7.6. Notwithstanding the provision contained in clause 7.1 to 7.4 above, the Purchaser shall not bear any liability in respect of:

(i) Personal taxes on the personnel deployed by Purchaser, his sub-contractor, Agents etc.
(ii) Corporate taxes and Fringe benefit tax in respect of Supplier and all of their sub- contractors, agents etc.
(iii) Other taxes & duties including Customs Duty, and GST in addition to new taxes etc. in respect of sub-contractors, vendors, agents etc of the Supplier.
(iv) Any liability on the Seller, which was accrued under the old law or contract, which the Contractor is obligated to pay either to the PURSHASER or to the Government Authority.

7.7. The above provisions would be applicable only in case of variation in rate of taxes and duties on supply of goods/services to PURCHASER and not applicable on taxes and duties on input (goods and services).

7.8. Any claim or reduction on account of change in law shall be accompanied with undertaking that the provisions of anti-profiteering clause under GST Act have been complied with.

8.0 TRANSFER OF TITLE AND RISK OF LOSS:

8.1. For Indigenous Material(s):

The transfer of property and risk in Indigenous Material(s) shall be deemed to take place as follows:

a) For despatch on FOB Despatch Station basis: On handing over the Material(s) to the carrier against receipt of clean Railway Receipt/Truck or Lorry Receipt and such receipt having been handed over to OIL.
b) For delivery on DDP Destination basis: On receipt of the Material(s) by OIL at the destination station.

8.2. For Imported Material(s):

The transfer of property and risks in Imported Material(s) shall be deemed to take place as follows:

a) For FOB/FCA deliveries: On handing over the Material(s) to the carrier and issue of clean Bill of Lading/Airway Bill (except for freight to pay) and its transmission to OIL.
b) For CIF/C&F deliveries: Transfer of title and risk of loss passes to OIL when delivered on board the ship by vendor who pays the transportation cost upto the destination port or to the designated destination airport (as per INCOTERMS).

9.0 LIMITATION OF LIABILITY:

Notwithstanding any other provisions except only in cases of wilful misconduct and/or criminal acts;

a) Notwithstanding any other provisions herein to the contrary, except only in cases of willful misconduct and/or criminal acts and/or criminal negligence, neither the SELLER nor the PURCHASER shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the SELLER to pay Liquidated Damages to the COMPANY and/or COMPANY's right to forfeit the Performance Bank Guarantee(s) in terms of the contract.

b) Notwithstanding any other provisions incorporated elsewhere in the purchase order/contract, the aggregate liability of the Seller in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Seller, or to any obligation of the Seller to indemnify the Purchaser with respect to Intellectual Property Rights or liquidated damage or Performance Bank Guarantee.

c) Purchaser shall indemnify and keep indemnified Seller harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

d) The consideration or object of the purchase order/contract/agreement must remain lawful all the time till completion of successful execution. Consideration or object of the purchase order/contract/agreement is lawful unless -

- it is forbidden by law; or
- is of such nature that, if permitted, it would defeat the provisions of any law; or
- is fraudulent; or involves or implies, injury to the person or property of another; or
- the Court regards it as immoral, or opposed to public policy;

In each of these cases, the consideration or object is said to be unlawful and such purchase order/contract/agreement of which the consideration or object is unlawful is void and cannot be enforced.

10.0 INDEMNITY AGREEMENT:

10.1. Except as provided hereof, Seller agrees to protect, defend, indemnify and hold Purchaser harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Seller's employees, agents, sellers and sub-sellers or their employees on account of bodily injury or death, or damage to personnel/properly as a result of the operations contemplated hereby, regardless of whether or not the said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

10.2. Except as provided hereof, Purchaser agrees to protect, defend, indemnify and hold Seller harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Purchaser's employees, agents, sellers and sub-sellers or their employees on account of bodily injury or death, or damage to personnel/properly as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

11.0 TRANSIT INSURANCE:

11.1. All goods supplied under the consequent purchase order shall be fully insured in the freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.

11.2. The Seller shall ensure that in effecting despatch of materials, the primary responsibility of the shipper/carriers/transporter for safe movement is always retained so that the Purchaser’s interests are fully safeguarded and are in no way jeopardized. The Seller shall furnish the cost of materials against each shipment/consignment.

11.3. Against Purchase Orders placed on overseas/foreign Supplier, where shipment is on FOB/FCA or CFR basis, marine insurance shall be the responsibility of the Purchaser. The Supplier/Seller shall send OIL information of the proposed shipment/consignment well in advance by e-mail/courier to enable OIL to take necessary action for the marine/air/transit insurance of the shipment/consignment. Any failure by the Vendor to do so shall place the consignment at the Vendor’s risk. However, in case the delivery is on CIF/CIP terms, the marine insurance is to be arranged and paid for by the Seller naming the Purchaser as beneficiary.

11.4. Against Purchase Orders placed on domestic/indigenous Suppliers, where delivery is on FOB Despatch Station basis, the transit insurance from FOB point onwards shall be arranged and borne by the Purchaser. The Supplier/Seller shall send OIL information of the proposed shipment/consignment in OIL’s web site www.oil-india.com (Under Vendor Category > Transit Declaration. Any failure by the Vendor to do so shall place the consignment at the Vendor’s risk. However, in case of delivery on DDP Destination basis, transit insurance shall be arranged and paid by the Seller naming the Purchaser as the beneficiary.

11.5. Purchase orders against which the transit/marine insurance is to be arranged by OIL, the Seller/Supplier must comply the following, failing which the entire risk & responsibility pertaining to the shipment/consignment shall be to Seller’s account:

(a) Overseas/Foreign Supplier: The Seller shall notify OIL’s Shipping Office at Kolkata, India in advance per e-mail/courier all information on the proposed shipment/consignment for Purchaser to take necessary action for the marine/air/transit insurance.

(b) Shipment must be made under deck In the event of Seller's inability to ship the material under deck, Purchasers prior concurrence must be obtained for shipping consignment over deck and all details must be faxed to Purchaser and the port consignee for arranging insurance accordingly.

(c) Domestic/Indigenous Supplier: Seller shall notify the despatch details to Purchaser immediately and update the consignment details in OIL's website www.oil-india.com (Under for Vendor -> Transit Declaration).

11.6. Seller must notify the shipment/despatch details to Purchaser immediately.

12.0 PROGRESS REPORT:

12.1. In consistent with the agreed terms, upon demand from Purchaser, upon receipt of purchase order, the Seller shall submit a time schedule for all key events during the execution of the order, so as to monitor the progress.

12.2. Based on the above time schedule the Seller shall furnish a monthly report on the progress of the order to the Purchaser. Without assuming any obligations, Purchaser may review the progress from time to time and advise the seller to take necessary corrective action to improve and to have a catch-up programme any time, if found not satisfactory.

12.3. Notwithstanding the above, if Seller fails to catch up and does not make satisfactory progress, Purchaser can notify the Seller in writing for take necessary action to make it good. If the Seller does not comply with the notice, the Purchaser shall be at liberty to take over the job and get it done by alternative source at the risk and cost of Seller.

13.0 LANGUAGE:

All related documents as well as subsequent correspondences between the Seller and the Purchaser shall be in English language only.

14.0 REPEAT ORDER:

Purchaser reserves the right to place repeat order or extend the ordered quantity against any/all items within the currency of the purchase order up to 50% of the original ordered quantity on same terms & conditions and rate(s) not exceeding the original ordered rate(s).

15.0 SUB-CONTRACTS / ASSIGNMENT:

15.1. Subcontracting/assigning to third parties shall not take place either in whole or in part without the prior written consent of the Purchaser, which the Purchaser may grant or deny as per its discretion and violation of same shall entitle the Purchaser to cancel the order in whole or in part and claim damages.

15.2. Purchase Order shall be issued in the name of bidder only and no request for issuance of the Purchase Order to a third party shall be entertained.

16.0 TIME IS THE ESSENCE OF PURCHASE ORDER/CONTRACT:

The time and the date of delivery/completion as stipulated in the contract/purchase order shall be deemed to be the essence of the contract/purchase order.

17.0 DELIVERY:

17.1. **For Foreign Bidders only:**

In case of Imported Material, the foreign Supplier shall make shipment only after prior approval of the OIL's Shipping Office at Kolkata, email: oilcalsh@oilindia.in. Demurrage, if any, on account of not obtaining approval from OIL, prior to shipment, will be seller accounts.

Prior to shipment, Supplier is required to furnish Commercial Invoice for OIL to complete import formalities. Also, the supplier shall arrange to obtain shipment clearance prior to shipment of materials from Head-Kolkata Branch, Oil India Limited, 15A, Hemanta Basu Sarani, Kolkata-700001, E-Mail: oilcalsh@oilindia.in. The supplier shall affect shipment only on receipt of shipment clearance from OIL, failing which all related liabilities shall be to supplier's account.

17.1.1. Delivery shall be deemed to have been made in case of FOB/FCA purchase order/contract, when the goods have been loaded on board of the designated vessel or aircraft at the designated port or place of shipment, securely packed and unless otherwise determined, shall be deemed to be the date of the relative Bill of Lading or Airway Bill. The date of Bill of Lading (excluding the freight forwarder nomination time) shall be considered as the date of delivery for overseas/foreign Sellers.

17.1.2. However, in case of CFR/CIF/CIP purchase order/contract, the date of IGM (Import General Manifesto) shall be considered as the date of delivery for overseas/foreign Sellers.

17.2. **For Indian Bidders only:**

Requisite Certificate for claiming concessional GST, wherever applicable shall be obtained by OIL from competent authority after receipt of supplier's invoice. Suppliers are requested not to dispatch ordered materials without receiving such Certificates from OIL, failing which liabilities, if any, shall be to supplier's account.

In case of indigenous purchase order on domestic Supplier, delivery shall be deemed to have been completed based on the order terms as under:

(a) FOB Despatching Station basis: The date of LR/ GR/ RR/ Airway Bill/Courier Dockets (as applicable) shall be considered as the date of delivery.

(b) DDP Destination basis: The date of receipt of goods at designated site/destination by the Purchaser or its authorised Consultant/Representative shall be considered as the date of delivery.

(c) All FOC (Free of Cost) items or Warranty replacement items must be supplied on DDP (Delivery Duty Paid) up to Destination basis without any cost to OIL.

18.0 INGREDIENTS DISCLOSURE:

(a) If any of the items ordered constitute or contain "hazardous or toxic chemicals" or "hazardous substances" or flammable or hazardous "petroleum products" or "dangerous goods" as defined by International Air Transport Association (IATA) or State or local law, rule or regulation, Seller shall provide at the time of delivery all required notices and information and approval from OIL before shipment. Seller agrees to maintain such information current and shall provide Buyer with any amended, altered or revised information on a timely basis. Seller warrants that the goods supplied under this Agreement do not contain any substance whose use is prohibited under International Air Transport Association (IATA) or State or local law, rule or regulation.

(b) Prior to and with the shipment of the goods purchased, Seller agrees to furnish to Buyer sufficient warning and notice in writing (including appropriate placarding and labels on goods, containers, packing and vehicles used for shipment) of any "hazardous substance" which is an ingredient or a part of any of the goods, together with such special handling instructions as may be necessary to advise Buyer and third parties, including transportation carriers and Buyer's employees, as to the degree of care and precaution that will best prevent bodily injury or property damage in the handling, transportation, processing, use, recycling or disposal of the goods.

19.0 PACKING & MARKING OF GOODS/EQUIPMENT:

19.1. Packing of goods must be sufficiently robust to withstand multiple handling during transit for delivery to their final destination so that contents do not get damaged. Protection of the plant and equipment against corrosion or deterioration must be given special attention. In case of overseas Suppliers, the packing should be sea-worthy/air-worthy.

19.2. Machined steel and iron parts are to be heavily greased/varnished as prevention against rust.

19.3. In the case of internal combustion engines, compressors and similar equipment, internal parts are to be sprayed with an inhibitor or water splitting preservative and all openings should be suitably covered with tape/cap to prevent ingress of water.

19.4. Boxes/ Packing cases containing electrical/ electronic equipment are to be waterproof lined.

19.5. All items must have their respective identification marks painted/ embossed on them.

19.6. Crates or boxes should have a list of items contained therein secured to the exterior by means of an enveloping piece of tin sheet nailed to the wood. A duplicate list should also be included inside the crate with the contents.

19.7. Items prone for pilfering should be packed in boxes and not in bags.

19.8. The Seller shall be responsible for damage of goods either in full or in part and for corrosion and/or deterioration of the plant and equipment during transit due to inadequate/insufficient packing or due to noncompliance with the above Para Nos. 19.1 to 19.4 depending upon the nature of items and as such shall be obligated to repair or replace the damaged goods or plant or equipment in full or in parts thereof, at free of cost to OIL within a reasonable period of time.

19.9. Items that can be packed in bundles must be secured with strong wires or bands near each end and at regular intervals along the length to prevent splaying and ensure rigidity. Bundles must be suitably tagged using labels which are securely fastened by the ties clearly stencilled with mark, number and port mark.

19.10. Bundles or pieces must be adequately painted and marked as per item specifications.

19.11. In case of tubular, the weight of each bundle should not exceed 2 MT.

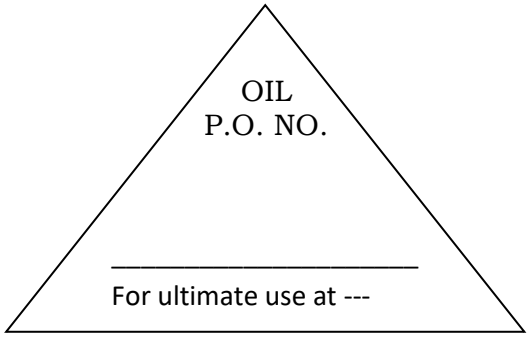
19.12. All spares are to be labelled with purchaser's order number and item number in addition to seller's part number, if any.

19.13. Electrical equipment must be suitable for use in humid and tropical climate and be specially treated / finished to prevent deterioration / corrosion. Insulation is to be non-hygroscopic and preferably vacuum dried and pressure impregnated.

19.14. Each box/crate/pallet/piece should be clearly marked on atleast two sides with OIL's Purchase order number, consignee name and address, consignment note number, package number and total number of packages.

19.15. <u>Shipping Mark in case of foreign order to be despatched by sea/air:</u>

Please put the following shipping mark clearly on each package / piece:



In addition to the shipping mark as shown above, packages must be marked on two sides with net and gross weights in kilograms and measurements in centimetres and country of origin. For pieces over 1 MT these dimensions must be marked on all sides to facilitate identification in case of shipping marks becoming obliterated.

All packages, wherever possible, should have a label placed inside bearing a clear impression of the external, mark, number and port mark.

19.16. <u>Shipment confirmation by overseas/foreign Suppliers:</u>
The foreign Seller shall advise the Purchaser by email or fax immediately after the shipment is affected with details of name of shipping line and vessel/airline and flight number, date of shipment, port of shipment, number and date of Bill of Lading/AWB, terms of delivery, number of packages, weight and volume of consignment and brief description of goods.

19.17. Road Despatch by domestic Suppliers:

19.17.1. In the event of an order other than DDP Destination terms on indigenous Seller, the materials shall be despatched through OIL's approved transporter/carrier (which will be specified in the order) on "Door Delivery" basis.

19.17.2. For orders placed on DDP Destination basis on indigenous Seller, the materials shall be despatched through reputed Bank approved transporters/carriers only on Door Delivery basis. In case OIL is required to collect the material from transporters godown, extra expenditure incurred thereof will be recovered from the Seller.

19.18. Rail Despatch by domestic Suppliers:
In case of Rail despatch, the indigenous Seller shall be fully responsible for arranging the required railway wagons/rake. Tubular consignment will be despatched preferably in open type wagons. In case of despatch by other wagons, prior approval of OIL is to be taken. Height of the wagons should not exceed 4.6 metres.

19.19. Weight and Size Limitation of Packages:

Category	Length (Mtrs.)	Width (Mtrs.)	Height (Mtrs.)	Capacity (MT)
Truck	5.185	1.98	1.98	9
Normal Trailer	10.98	2.44	2.44	18
Semi Low Bed Trailer	10.98	3.05	3.05	20
Low Bed Trailer	6.71	3.05	3.81	18

Above dimensional restrictions must not be violated without prior approval from the Purchaser. The finished packing should be in the form of a box under the limited dimensions.

20.0 TRANSPORTATION:

20.1. OVERSEAS/FOREIGN SUPPLIER:

a) Where the Seller is required to undertake delivery of goods on FOB terms, documentation, handling &inland transportation upto putting the ordered goods on the board at port of loading shall be arranged and paid by the Seller. The total order value includes all such costs/FOB charges etc. For the orders issued on FOB/FCA terms, OIL reserves the right to convert the order from FOB/FCA Port of export to C&F Kolkata term considering the ocean/air freight quoted by Seller in their offer. In such case, seller shall submit enhanced performance security amount considering the quoted ocean freight charges as notified by OIL.

b) Where the Seller is required to undertake the delivery of goods on CFR or CIF basis, documentation, handling & transportation of goods upto the port of discharge in the country of destination, as specified in the purchase order, shall be arranged and paid by the Seller. The total order value includes all such associated costs upto the port of discharge in the country of destination.

c) In case of air-shipment of sundry consignments (gross weight upto 100Kg), OIL may nominate its Air-cargo Consolidation Service Provider to receive such duly packed consignments at their warehouse nearer to the gateway airport from various Sellers for arranging onward air-shipment upto the destination airport in India on consolidation basis. Seller, in consultation with the nominated air-cargo consolidation Service Provider, shall arrange for and bear all costs associated with preparation of documents, handling & inland transportation of such consignments upto the warehouse/gateway airport against purchase orders placed on FOB/FCA (by air) terms.

d) All shipments of material and containerised cargo shall be made by suitable vessels certified for seaworthiness and complying with National/ International safety regulations and age (vintage) of the vessel being less than 25 years.

20.2. DOMESTIC/INDIGENOUS SUPPLIER:

a) Where the Seller is required to undertake delivery of goods on FOB despatch station basis, the cost of handling & loading of goods on the carrier of Purchaser's nominated transporter/rail shall be arranged and paid by the Seller. The total order value includes all such associated costs.

b) Where the Seller is required to undertake delivery of goods on DDP destination basis, handling & transportation of goods upto the designated site of the Purchaser, as specified in the purchase order, shall be arranged and paid by the Seller. The total order value includes all such associated costs.

20.3. 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 transhipment and consequent handling/storage of the goods.

21.0 DOCUMENTATION (FOR OVERSEAS/ FOREIGN SUPPLIERS):

21.1. This is a very important requirement. Seller is required to strictly follow this requirement and shall forward the document, as mentioned below, by air mail / courier immediately after the shipment is made:

	Addressee	**List of Documents**	**No. of copies**
(A)	To Purchaser's Banker through whom the L/C is established:	i) Clear negotiable Bill of Lading (Complete set)/ AWB duly signed and without any overwriting ii) Negotiable Copy of Invoice iii) Certificate of Origin copy iv) Declaration of Third-Party Inspection (TPI) Agency as per **Proforma C** in **original, whenever involved**	-1 -1 -1 -1
(B)	To Head (Kolkata Office) Oil India Limited 15A, Hemanta Basu Sarani Kolkata-700 001 Fax No. (91) 33-22101390/ 22202596	i) Copy of non-negotiable Bill of Lading/ AWB ii) Copy of non-negotiable invoice signed as in original in all pages iii) Certificate of Origin iv) Packing List v) Catalogues/ Literature, wherever applicable vi) Safety data sheet sets (in case of chemicals) vii) Tax Residency Certificate viii) Form No 10F (PROFORMA - D). ix) No Business Connection or Permanent Establishment Certificate (PROFORMA - E).	-3 -5 -3 -2 -1 -2 -1 -1 -1
(C)	To concerned purchase official, Oil India Limited (To be incorporated sphere wise)	i) Copy of non-negotiable Bill of Lading / AWB ii) Copy of non-negotiable invoice iii) Test / Inspection / TPI Certificate, If any (**Original**+Copy) iv) Literature / Catalogue, if applicable v) Packing List	-1 -1 -2 -1 -1
(D)	To concerned finance official, Oil India Limited (To be incorporated sphere wise)	i) Copy of non-negotiable invoice ii) Bill of Lading/AWB/ House AWB	-1 -1

Note: Literature/ catalogue is not required in case of spares (unless otherwise stated in the main order)

21.2. The Seller shall be responsible for making available the shipping documents as mentioned above to the Purchaser's bankers and to Purchaser's Kolkata office within seven (7) days (3 days in case of shipment from ports nearby Kolkata port like Singapore) prior to the listed arrival of the vessel at Kolkata port. For air consignments, documents should be received within seven (7) days from date of dispatch. If the documents are not made available as requested, it will not be possible for Purchaser to clear the consignments through Customs at the discharging port in time and the same will accrue demurrage. Such demurrage and other

expenses incurred by Purchaser due to late submission of documents (both negotiable and non-negotiable) or submission of incorrect documents by the Seller will be recoverable fully from the Seller/their Indian agent.

22.0 DOCUMENTATION (FOR DOMESTIC/INDIGENOUS SUPPLIERS):

22.1. Preparation and submission of proper documents by Seller is one of the very important requirements. The Seller must strictly follow the instructions.

22.2. Seller shall ensure that all the documents have clear reference of OIL's Purchase Order number.

22.3. Seller shall forward the documents, as mentioned below, by courier service immediately after the dispatch is made:

(I) WHERE PAYMENT AGAINST DIRECT SUBMISSION OF DESPATCH DOCUMENTS TO COMPANY:

A)	To concerned finance official Oil India Limited	i) ii) iii) iv) v) vi) vii) viii) ix)	Bill in original + one copy Copy of the C-Note/RR Copy of Mill Inspection Certificate, if any Copy of Third-Party Inspection Certificate, if any. Copy of Delivery Challan TPI Declaration as per Proforma C enclosed. (Original) Copy of Tax Invoice Copy of packing list. Documentary evidence of payment of Customs Duty, if any
B)	To concerned receiving official Oil India Limited	i) ii) iii) iv) v) vi) vii) viii)	Clear Consignee copy of RR/C-Note-Original+1 copy Copy of Tax Invoice Delivery Challan (Original) Packing list (Original) Mill inspection certificate, if any (Original) Third Party Inspection certificate, if any (Original) TPI Declaration as per Proforma C Enclosed-One Copy Warranty Certificate (Original)
C)	To concerned purchase official Oil India Limited		One set consisting copies of all the documents as mentioned in (B) above

Note: *Where payment term is after receipt and acceptance of materials, the complete set of documents meant for Chief General Manager (A/P) as indicated in para 22.3 (I) (A) should be submitted to Dy. General Manager Materials (Receiving).*

(II) WHEREVER DOCUMENTS TO BE NEGOTIATED THROUGH BANK:

(A)	To purchaser's Bankers (SBI/UBI/UCO /CANARA/ALLAHABAD BANK): One complete set of documents comprising of following + One extra set Above documents should be sent to Banker with clear instructions to them that the extra set of copies of above documents must be sent to Chief General Manager (A/P), OIL along with the intimation from Bank.	i) ii) iii) iv) v) vi) vii) viii) ix)	Clear Consignee copy of C-Note/ RR-Original Bill – Original Mill Inspection Certificate, if any – 1 copy Third Party Inspection certificate, if any – 1 copy Declaration by Third Party Inspector – 1 copy Delivery Challan – 1 copy Tax Invoice-Original Packing List – 1 copy Warranty Certificate – 1 copy Documentary evidence of payment of Customs Duty, if any
(B)	To concerned finance official Oil India Limited	i) ii) iii) iv)	Bill (Original + One Copy) Copy of the C-Note/RR Copy of Mill inspection certificate, if any Copy of Third-Party inspection certificate, if

			any v) Copy of delivery Challan vi) Declaration by Third Party Inspector as per Proforma C enclosed. (Original) vii) Copy of Tax Invoice viii) Copy of packing list. ix) Copy of warranty certificate x) Documentary evidence of payment of customs duty, if any
C)	To concerned receiving official Oil India Limited	i) ii) iii) iv) v) vi) vii) viii)	Clear Consignee copy of RR / C-Note-Original +1 copy Copy of Tax Invoice Delivery Challan (Original) Packing list (Original) Mill inspection certificate, if any (Original) Third Party Inspection certificate, if any (Original) Copy of declaration by third party inspector as per Proforma C enclosed Warranty Certificate (Original)
D)	To concerned purchase official Oil India Limited		One set consisting of copies of the documents as mentioned in (B) above

23.0 <u>INSPECTION AND TEST</u>:

23.1. The Purchaser reserves the right to inspect and/or to test the goods/ equipment through its inspector to confirm that goods being supplied are in conformity to the order specifications.

23.2. The required inspection/test and place where such inspection/test is to be conducted shall be as specifically mentioned under the Technical Specifications/Special Conditions of Purchase Order/ Contract.

23.3. The Seller shall notify the Purchaser giving the date for inspection of the materials after its readiness so that purchaser may depute its inspector. The Purchaser shall communicate to the Seller the detail of inspector being deputed. In case of third-party inspection, the Seller shall notify the third-party inspection agency as provided in the purchase order/contract and shall also simultaneously inform the Purchaser and co-ordinate the inspection/testing of materials through the designated third-party inspection agency. In all such cases, the Seller shall give sufficient notice period as mentioned in the purchase order so as to mobilize the inspector.

23.4. The inspection/test may be conducted at Seller's works or at the final destination. When the inspection is carried out at Seller's, all facilities for inspection/testing including man-power, equipment etc. shall be provided by the Seller without any extra cost to the Purchaser.

23.5. Should any goods after inspection fails to conform to the specification, the Purchaser can reject such materials and the Seller shall have to replace such rejected materials/components complying with the required specifications without any extra cost to Purchaser.

23.6. Purchaser having inspected goods at Seller's works and cleared for despatch does not waive the right of the Seller/Purchaser to inspect the materials at final destination after arriving at Purchaser's site.

23.7. As may be necessary or specified in the purchase order, pre-despatch inspection may also be carried out by a team of officials from the relevant discipline of OIL.

23.8. Any and all expenses incurred in connection with test, preparation of report and analysis made by qualified laboratories, necessary technical documents, testing documents and drawings shall be at Seller's expense.

23.9. Arrangement for any inspection/ Certification required by Indian statutory authority shall be to Seller's account.

23.10. Nothing mentioned at sub-clauses under 23.0, shall in any way relieve the Seller from any warranty or other obligations under the purchase order/contract.

24.0 PRICE REDUCTION SCHEDULE FOR DELAY IN DELIVERY:

24.1. Subject to Force Majeure clause, if the Seller fails to deliver any or all ordered goods or to perform the service within the time period as specified in the purchase order, the Purchaser shall, without prejudice to other remedial measures under the purchase order, deduct from the purchase order price, a sum calculated (Liquidated damage) on the basis of the purchase order price, including subsequent modifications.

24.2. Deductions shall apply as per following formula:
In case of delay attributable to seller in delivery of ordered goods or delay in completion as per order terms, price reduction @ 0.5% per week of delay or part thereof of the value of the goods in respect of which default in delivery takes place, subject to a maximum of 7.5 % of the total supply order value (excluding site work). GST and other charges on account of deduction will be required to be paid by supplier/seller.

24.3. In case of package items (ordered as a complete system), the price adjustment shall be applicable on the entire order value of that package and not on the value of the undelivered portions (even though a billing breakup has been approved).

24.4. In case of purchase of bulk items where tolerance limit is specified (e.g. pipes, cables etc.), price adjustment clause shall be applicable on the actual quantity supplied, within the tolerance limit, instead of Purchase Order quantity.

24.5. In case of delay in delivery on the part of Seller, the invoice / document value shall be reduced as above and payment shall be released accordingly by the Purchaser.

24.6. In the event the invoice value is not reduced appropriately for the delay by the Seller, the Purchaser reserves the right to deduct the amount so calculated, from any amount falling due to the Seller or by recovery against the performance guarantee.

24.7. Both Seller and Purchaser agree that the above percentages of price reduction are genuine pre-estimates of the loss/damage which the Purchaser would have suffered on account of delay/ breach on the part of the Seller and the said amount will be payable on demand without there being any proof of the actual loss or damage caused by such breach/delay. Decision of the Purchaser in the matter of applicability of price reduction shall be final and binding.

25.0 FORCE MAJEURE:

25.1. In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them under the purchase order the relative obligations of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure event lasts. The cost and loss sustained by the either party shall be borne by the respective parties.

25.2. The term force majeure as employed herein shall mean Acts of God such as earthquake, hurricane, typhoon, flood, volcanic activity etc.; war (declared /undeclared); riot, revolts, rebellion, terrorism, sabotage by persons other than the SELLER’s Personnel; fires, explosions, ionizing radiation or contamination by radio-activity or noxious gas, if not caused by SELLER's fault; declared epidemic/pandemic or disaster; acts and regulations of respective Govt. of the two parties, namely the PURCHASER and the SELLER and civil commotions, lockout not attributable to the SELLER

25.3. Upon occurrence of such cause(s) and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party by a registered letter duly certified by the statutory authorities immediately but not later than 7(seven) days of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

25.4. Time for performance of the relative obligations suspended by the force majeure shall then be extended by the period for which such cause lasts. The extension of time shall be the sole remedy of the Seller for any delay under this clause and the Seller shall not be entitled in addition to or in lieu of such extension to claim any damages or compensation on any account whatsoever whether under the law governing contracts or any other law in force, and the Seller hereby waives and disclaims any and all contrary rights.

25.5. If the force majeure conditions persist for a period exceeding two (2) months, the Purchaser reserves the right to cancel the purchase order in full or in part.

26.0 TERMINATION OF PURCHASE ORDER:

26.1. Termination for Non-performance:

26.1.1. The Purchaser without prejudice to any other remedy for breach of purchase order, by giving a written notice for non-performance to the Seller, may terminate the purchase order in whole or in part for following reasons:

i. In case a specified delivery schedule is not adhered to or the progress of the manufacturer or supply of the item is not satisfactory and is not in accordance with the progress schedule, or
ii. In case Seller fails to deliver any or all part of the goods within the time period specified in the purchase order, or
iii. If the Seller fails to perform any other obligation under the purchase order, and
iv. If the Seller, in the either of the above condition, does not cure his failure within a stipulated period of 30 days (or such a longer period may authorize by the Purchaser in writing) after receipt of notice of non-performance from the Purchaser.
v. In case Seller fails to deliver any or all part of the goods as per specifications, stipulated in the Purchase Order.

26.1.2. In the event the Purchaser terminates the purchase order in whole or in part, pursuant to clause 26.1.1, the Purchaser may procure, in the manner as deemed fit, goods similar to those undelivered and the Seller shall be liable to the Purchaser for any excess costs for such similar goods. However, the Seller shall continue performance of the purchase order to the extent not terminated. In such situation, Purchaser at its option shall forfeit the performance security without further any notice to the Seller.

26.1.3. In case of termination of the purchase order, due to reason mentioned at para 26.1.1, the vendor shall be put on holiday as per the provision of Banning Policy, 2017 of the Purchaser.

26.2. Termination on account of Death:

If the Seller is an individual or a proprietary concern and the individual or the proprietor dies or if the Seller is a partnership concern and one of the partner dies then unless, the Purchaser is satisfied that the legal representative of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing purchase order, the Purchaser is entitled to cancel the purchase order for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased Seller and/or to the surviving partners of the Seller's firm on account of the cancellation of purchase order. The decision of the Purchaser in such assessment shall be final & binding on the parties. In the event of such cancellation, the Purchaser shall not hold the estate of the deceased Seller and/or the surviving partners of Seller's firm liable for any damages for non-completion of the purchase order.

26.3. Termination in case of Liquidation/Bankruptcy/Insolvency:

26.3.1. In the event that the Seller, at any time during the term of the purchase order, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Purchaser shall, by a notice in writing have the right to terminate the purchase order and all the rights &privileges of the Seller hereunder shall stand terminated forthwith.

26.3.2. However, Purchaser shall be at liberty to give the Receiver or Liquidator or other person, the option of carrying out the purchase order subject to his providing a guarantee upto an amount to be agreed upon by Purchaser for due and faithful performance of the purchase order.

26.4. Termination for Convenience:

26.4.1. The Purchaser may, by written notice sent to the Seller, terminate the purchase order, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser’s convenience, the extent to which performance of work under the purchase order is terminated and the date upon which such termination becomes effective.

26.4.2. The goods that are complete and ready for shipment within 30 days after the Seller's receipt of notice of termination shall be purchased by the Purchaser at the purchase order terms and prices. For the remaining goods the Purchaser may opt:

(a) to have any portion completed and delivered at the purchase order terms and prices, and/or
(b) to cancel the remainder and pay to the Seller an agreed amount for partially completed goods and for materials and parts previously procured by the Seller.

26.5. Termination due to change of ownership and Assignment:
In case the SUPPLIER's rights and /or obligations under the Purchase Order and/or the SELLER's rights, title and interest to the equipment/ material, are transferred or assigned without the PURCHASER's written consent, the PURCHASER may at its option, terminate this Purchase Order. PURCHASER shall not be however under any obligation to accord consent to the SUPPLIER for change of ownership & assignment of the contract.

26.6. Notwithstanding any provisions herein to the contrary, the Purchase Order may be terminated at any time by the SELLER on giving 07(Seven) days written notice to the SELLER due to any other reason not covered under the above Article from 26.1 to 26.5 and in the event of such termination the PURCHASER shall not be liable to pay any cost or damage to the SELLER except for payment for the goods, already delivered as per the Purchase Order upto the date of termination.

26.7. On termination of the Purchase Order, without prejudice to any other right or remedy available to OIL under the Purchase Order, in the event of OIL suffering any loss on account of delayed delivery or non-delivery or inferior quality of the material, OIL reserves the right to claim and recover damages from the Vendor in respect thereof.

26.8. Termination for submission of fraudulent documents:
If any information given by a bidder is found to be incorrect in any particular considered by OIL to be relevant for the evaluation of the bid/ tender, or is found by OIL to misrepresent or conceal facts, or if any of the documents submitted by the bidder in support of or relevant to the bid/ tender is found by OIL to be forged, false or fabricated, OIL shall reject the bid, and without prejudice to any other right(s) of action or remedy available to OIL, OIL shall forfeit the Earnest Money given by the bidder list as per the provision of Banning Policy, 2017 of OIL. If prior to the discovery of the incorrect information, misrepresentation or forged, false or fabricated document (s), the bid has resulted in a Purchase Order/Contract, the Purchase Order/Contract shall be liable to be terminated by OIL. In such situation the performance security / EMD shall be forfeited.

27.0 GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) GUIDELINES:
(Applicable in case of the Tenders/Purchase Orders involving Fabrication, Installation and Commissioning at Purchaser's site)

27.1. It will be solely the SELLER's responsibility to fulfill and to comply all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.)

27.2. It will be entirely the responsibility of the Supplier/ his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager/ Safety Officer/ Engineer/ Official/ Supervisor/ Junior Engineer for safe operation.

27.3. Any compensation arising out of the job carried out by the SELLER whether related to pollution, Safety or Health will be paid by the Seller only.

27.4. Any compensation arising due to accident of the Seller's personnel while carrying out the job, will be payable by the Seller.

27.5. When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Purchaser shall have the right to direct the Seller to cease work until the non-compliance is corrected.

28.0 APPLICABLE LAW AND JURISDICTION OF COURT:

28.1. The consequent Contract/Purchase Order shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the sole and exclusive jurisdiction of the Commercial Courts situated in Dibrugarh(or the Place where the contract is executed) and Principal Bench of Gauhati High Court(or the High Court under whose territorial jurisdiction, the place falls, where the contract is executed).

28.2. The consequent Contract/Purchase Order including all matter connected with the Contract/Purchase Order, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of Courts, mentioned hereinabove. Foreign companies, operating in India or entering into Joint ventures in India, shall also be governed by the laws of India and shall be subject to sole and exclusive jurisdiction of above Courts.

29.0 SETTLEMENT OF DISPUTES AND ARBITRATION:

29.1. ARBITRATION (APPLICABLE FOR SUPPLIER/CONTRACTOR OTHER THAN PSU/GOVT. DEPARTMENTS AND MSMEs):

29.1.1. Except as otherwise provided elsewhere in the purchase order, if any dispute, difference, question or disagreement arises between the parties or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the consequent purchase order/contract or breach thereof which parties are unable to settle mutually or through mutually appointed Outside Expert Committee (OEC), the same shall be referred to Arbitration as provided hereunder:

29.1.2. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days' notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.

29.1.3. The number of arbitrators and the appointing authority shall be as under:

Claim Amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Upto Rs.5.00 Crore	Not Applicable	Not Applicable
Above Rs.5.00 Crore and Upto Rs. 25 Crore	Sole Arbitrator	OIL
Above Rs. 25 Crore	Three Arbitrators	One Arbitrator by each party and the 3rd Arbitrator, who shall be the Presiding Arbitrator, by the two Arbitrators.

29.1.4. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.

29.1.5. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall precede de novo.

29.1.6. Parties agree that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

29.1.7. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.

29.1.8. Each party shall be responsible to decide for the travel and stay etc. of the arbitrator pointed by it. Claimant shall also be responsible for planning for travel/ stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

29.1.9. In case of sole arbitrator, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.

29.1.10. The Arbitration shall be held at the place from where the contract /purchase order has been awarded. However, parties to the contract / purchase order can agree for Venue of Arbitration, different from the place of arbitration within India for the convenience of all concerned.

29.1.11. The fees to arbitrator(s) shall be governed by the Fourth Schedule of the Arbitration and Conciliation Act, 1996. The fees to the arbitrator(s) and secretarial expenses shall be paid in following manner:

(i) 20% of the fees on submission of Statement of Claim and Counter Claim by the Claimant and Respondent respectively
(ii) 20% of the fees on completion of pleadings
(iii) 20% of the fees on commencement of the hearing
(iv) 40% of the Fees on conclusion of hearing and before passing of final award.

However, subject to agreement by the Parties, the arbitrator(s) may determine a lump sum amount to be paid towards arbitrator's fees and secretarial expenses by the parties on commencement of the proceedings, which is to be adjusted against first instalment of payment, as prescribed in sl.(ii) above.

29.1.12. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.

29.1.13. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

29.1.14. It is agreed and undertaken by the Parties that irrespective of country of origin of the SELLER, the arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and under no circumstances, the proceedings shall be construed as International Arbitration.

29.2. ARBITRATION (APPLICABLE IN CASE OF PURCHASE ORDER AWARDED ON CPSE AND GOVT. DEPARTMENTS/ ORGANIZATIONS):

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

The Committee of Secretaries at the First level (tier) shall finalise its decision within 3(three) months after having received the reference/notice in writing regarding the dispute from the concerned aggrieved party.

Any party aggrieved with the decision of the Committee at the First level (tier) may prefer an appeal before the Cabinet Secretary at the Second level (tier) within 15 days from the date of receipt of decision of the Committee at First level, through its administrative Ministry/Department, whose decision will be final and binding on all concerned.

The Arbitration and Conciliation Act 1996 shall not be applicable to the Arbitration under this clause.

29.3. ARBITRATION (APPLICABLE TO MICRO, SMALL AND MEDIUM ENTERPRISE)

In the event of any dispute or difference relating to, arising from or connected with the Purchase Order, efforts shall be made to resolve the dispute(s) amicably by mutual consultation and in case such dispute(s) cannot be resolved through mutual consultation, then same shall be resolved through the procedure as prescribed in Section-18 of the Micro, Small and Medium Enterprises Development Act, 2006

30.0 RESOLUTION OF DISPUTES THROUGH CONCILIATION BY OUTSIDE EXPERT COMMITTEE (OEC):
(Not applicable in cases valuing less than Rs 25 lakhs)

30.1. If any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the purchase order/contract or breach thereof which parties are unable to settle mutually, subject to consent of the Seller, the Purchaser at its discretion may first refer to conciliation through Outside Expert Committee (OEC) to be constituted by CMD, OIL as provided hereunder.

30.2. The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.

30.3. CMD, OIL shall nominate three outside Experts, one each from Financial/commercial, Technical and Legal fields from the Panel of Outside Experts maintained by OIL who shall together be referred to as OEC (Outside Experts Committee).

30.4. Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.

30.5. The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof.

30.6. The parties shall be represented by their in-house employees/executives. No party shall bring any advocate or outside consultant/advisor/agent. Ex-officers of OIL who have handled the matter in any capacity directly or indirectly shall not be allowed to attend and present the case before OEC on behalf of Contractor. However, ex- employees of parties may represent their respective organizations.

30.7. OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept the same or may accept part of the recommendation. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.

30.8. Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.

30.9. OIL will share all other guidelines regarding reconciliation through OEC with the supplier when it resorts to settlement through OEC. Both parties agree to adhere to these guidelines.

30.10. All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.

If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract / purchase order.

It is expected to conclude a case by OEC within 8-10 weeks. The place of conciliation shall be Guwahati for all purchase orders issued from the Field HQ, Duliajan and Pipeline HQ, Guwahati, whereas, New Delhi shall be the Place of Conciliation for all other Purchase Orders issued by other spheres of OIL.

Solicitation or any attempt to bring influence of any kind on either OEC Members or PURCHASER is completely prohibited in conciliation proceedings and PURCHASER reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the SELLER or its representatives.

31.0 EXCLUSIONS

Parties agree that following matters shall not be referred to conciliation or arbitration or OEC:

i) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to initiate any proceedings for suspension or debarment or banning, or decision to suspend or to ban or to debar business dealings with the Bidder / Seller and/or with any other person involved or connected or dealing with bid / contract / bidder / Supplier.

ii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision under the provisions of Integrity Pact executed between OIL and the Bidder / Supplier.

iii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to comply with any order or directive of any statutory or government authority.

32.0 SET-OFF:

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

33.0 DISPOSAL OF REJECTED MATERIALS AT PURCHASER'S SITE:

In case any material is rejected by the Purchaser after receipt at site, the Seller shall be informed about the same including the reasons for rejection. Seller shall also be advised about the location where the rejected materials are lying at risk and cost of the Seller. The Seller shall also be advised to remove or dispose of the materials within 4(four) weeks from the date of notice, failing which the Purchaser will be entitled to dispose-off the materials at risk and cost of the Seller.

34.0 ERRING / DEFAULTING AGENCIES:

Erring and defaulting agencies like bidder, Seller, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: www.oil-india.com. Moreover, OIL reserves the right to take legal or any other action on the basis of merit of the case.

35.0 LIABILITY OF UNION GOVERNMENT OF INDIA:

It is expressly understood and agreed upon by and between SUPPLIER and PURCHASER that PURCHASER is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that Union of India is not a party to this agreement and has no liabilities, obligations or rights, whatsoever hereunder. It is expressly understood and agreed that PURCHASER is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and general principles of the Contract law. The bidder/ Supplier expressly agrees, acknowledges and understands that Purchaser is not an agent, representative or delegate of the Union of India. It is further understood and agreed that Union of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, bidder/ SUPPLIER hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Union of India arising out of the Purchase Order and covenants not to sue the Union of India as to any manner, claim, cause of action or thing whatsoever arising of or under the Purchase Order.

36.0 WAIVERS:

It is fully understood and agreed that none of the terms and conditions of this agreement shall be deemed waived by either party unless such waiver is executed in writing only by the duly authorized representatives of both the parties. The failure of either party to execute any right shall not act as a waiver of such right by such party.

37.0 SEVERABILITY:

Should any provision of this agreement be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the parties hereto.

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APPENDIX – H1

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 that 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. <u>At bidding stage:</u>

(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 mmimum 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.

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APPENDIX – H2

(NOT APPLICABLE AGAINST THIS TENDER)

POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS

(*The detailed Steel Policy notified vide Notification No. 324 dated 29-05-2019 and as amended from time to time by Ministry of Steel, GOI is applicable for this tender and may be referred from Ministry's website-also attached herewith.*)

1.0 Background

1.1 This policy provides preference to Domestically Manufactured Iron and Steel Products (DMI&SP).

2.0 Definitions

2.1 **Bidder** may be a domestic/ foreign manufacturer of iron & steel or their selling agents/ authorized distributors/ authorized dealers/ authorized supply houses or any other company engaged in the bidding of projects funded by Government agencies.

2.2 **Domestically Manufactured Iron & Steel Products (DMI&SP)** are those iron and steel products which are manufactured by entities that are registered and established in India, including in Special Economic Zones (SEZs). In addition, such products shall meet the criteria of domestic minimum value-addition as per Appendix-A of revised steel policy.

2.3 **Domestic Manufacturer is a manufacturer of iron & steel products** conforming to guidelines in section 7 and confirming to the definition of 'manufacturer' as per Central Excise Act.

2.4 **Government** for the purpose of the Policy means Government of India.

2.5 **Government agencies** include Government PSUs, Societies, Trusts and Statutory bodies set up by the Government.

2.6 **MoS** shall mean Ministry of Steel, Government of India.

2.7 **Net Selling Price** shall be the invoiced price excluding net domestic taxes and duties.

2.8 **Semi-Finished Steel** shall mean Ingots, billet, blooms and slabs, which can be subsequently processed to finished steel.

2.9 **Finished Steel** shall mean Flat and Long products, which can be subsequently processed into manufactured items.

2.10 **Iron & Steel Product(s)** shall mean such iron and steel product(s) which are mentioned in Appendix A of revised Steel Policy.

2.11 **Domestic value addition** shall be the net selling price (invoiced price excluding net domestic taxes and duties) minus the landed cost of imported input materials at the manufacturing plant in India (including all customs duties) as a proportion of the net selling price, in percent. The 'domestic value addition' definition shall be in line with the DPIIT (formerly DIPP) guidelines, and shall be suitably amended in case of any changes by DPIIT in the future. For the purpose of this policy document, domestic value addition and local content have been used interchangeably.

4.1 The policy is applicable to iron & steel products as provided in Appendix A of revised Steel Policy.

4.2 Appendix A of revised Steel Policy contains list of iron & steel products which are to be exclusively domestically manufactured and cannot be imported without the approval of the Ministry of Steel

4.3 The policy is applicable to purchase of iron & steel products by private agencies for fulfilling an EPC contract and/or any other requirement of Ministry or Department of Government or their PSUs.

4.0 For iron and steel products in Appendix A of revised Steel Policy, the procurement process is open only to the manufacturers / suppliers having the capability of meeting / exceeding the domestic value addition targets. Manufacturers / suppliers not meeting the domestic value addition targets are not eligible to participate in the bidding.

4.1 The bidders who are selling agents/ authorized distributors/ authorized dealers/ authorized supply houses of the domestic manufacturers of iron & steel products are eligible to bid on behalf of the domestic manufacturers under the policy. However, this shall be subject to the following conditions:

4.1.1 The bidder shall furnish the authorization certificate issued by the domestic manufacturer for selling domestically manufactured iron & steel products.

4.1.2 The bidder shall furnish the Affidavit of self-certification issued by the domestic manufacturer to the procuring agency declaring that the iron & steel products is domestically manufactured in terms of the domestic value addition prescribed.

4.1.3 It shall be the responsibility of the bidder to furnish other requisite documents required to be issued by the domestic manufacturer to the procuring agency as per the policy.

5.0 Domestic value addition requirement

5.1 Minimum domestic value addition requirement to qualify the product as a domestically manufactured iron & steel product mentioned in Appendix A of revised Steel Policy.

5.2 Domestic value addition shall be the net selling price (invoiced price excluding net domestic taxes and duties) minus the landed cost of imported input materials at the manufacturing plant in India (including all customs duties) as a proportion of the net selling price, in per cent.

5.2.1 In case the iron & steel products are made using domestic input steel (semi-inished/ finished steel), invoices of purchases from the actual domestic producers along with quantities purchased and the other related documents must be furnished to OIL.

5.2.2 In case the iron & steel products have imported input steel, the invoices of purchases from the actual producers along with quantities purchased and the other related documents must be furnished separately. To derive the extent of domestic value addition, the weighted average of both (imported & domestic) input steel shall be considered to ensure that the minimum stipulated domestic value addition requirement of the policy is complied with.

5.3 It is recommended that each bidder participating in the tender process should calculate the domestic value addition using the formula below so as to ensure the domestic value addition claimed is consistent with the minimum stipulated domestic value addition requirement of the policy.

Domestic value addition (%) = (Net selling price of Final Product–Landed cost of imported input steel at plant) * 100/ (Net Selling Price of Final Product)

6.0 Certification and audit

6.1 For products in Appendix A of revised Steel Policy, each domestic manufacturer shall furnish the Affidavit of self-certification to OIL declaring that the iron & steel products are domestically manufactured in terms of the domestic value addition prescribed. The bidders who are sole selling agents / authorized distributors / authorized dealers / authorized supply houses of the domestic manufacturers of iron & steel products are eligible to bid on behalf of domestic manufacturers under the policy. The bidder shall furnish the Affidavits of self-certification issued by the domestic manufacturers and the certifications issued by the statutory auditors, to OIL declaring that the iron & steel products are domestically manufactured in terms of the domestic value addition prescribed. The Affidavit of self-certification shall be furnished in Form 1 attached.

6.2 It shall be the responsibility of the domestic manufacturer to ensure that the products so claimed are domestically manufactured in terms of the domestic value addition prescribed for the product. The bidder shall also be required to provide a domestic value addition certificate on half-yearly basis (Sep 30 and Mar 31), duly certified by the Statutory Auditors of the domestic manufacturer, that the claims of domestic value addition made for the product during the preceding 6 months are in accordance with the Policy. Such certificate shall be

filed within 60 days of commencement of each half year, to OIL and shall continue to be filed till the completion of supply of the said products.

6.3 OIL shall accept the Affidavit of self-certification regarding domestic value addition in a steel product submitted by a bidder. It shall not normally be the responsibility of OIL to verify the correctness of the claim. The onus of demonstrating the correctness of the same shall be on the bidder when asked to do so.

6.4 In case a complaint is received by OIL against the claim of a bidder regarding domestic value addition in iron & steel products, OIL shall have full rights to inspect and examine all the related documents and take a decision. In case any clarification is needed, matter may be referred to MoS with a request for technical assistance.

6.5 Any complaint referred to OIL shall be disposed off within 4 weeks of the reference along with submission of all necessary documents. The bidder shall be required to furnish the necessary documentation in support of the domestic value addition claimed in iron & steel products to OIL within 2 weeks of filing the complaint.

6.6 In case, the matter is referred to the Ministry of Steel, the grievance redressal committee setup under the MoS shall dispose of the complaint within 4 weeks of its reference and receipt of all documents from the bidder after taking in consideration, the view of the OIL. The bidder shall be required to furnish the necessary documentation in support of domestic value addition claimed in iron & steel products to the grievance redressal committee under MoS within 2 weeks of the reference of the matter. If no information is furnished by the bidder, the grievance redressal committee may take further necessary action, in consultation with OIL to establish bonafides of claim.

6.7 The cost of assessing the prescribed extent of domestic value addition shall be borne by OIL if the domestic value addition is found to be correct as per the certificate. However, if it is found that the domestic value addition as claimed is incorrect, the cost of assessment will be payable by the bidder who has furnished an incorrect certificate.

7.0 Sanctions

7.1 In case of wrong declaration by the bidder of the prescribed domestic value addition it will lead to rejection of their bid or cancellation of PO and Forfeiture of EMD/SD as the case may be and blacklisting of such manufacturer/ service provider.

FORM-1

Format for Affidavit of Self Certification regarding Domestic Value Addition in Iron & Steel Products/capital goods to be provided on Rs.100/- Stamp Paper Date:

I _____S/o, D/o, W/o, _____ Resident of _____ _____ hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification No: _____.

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring agency (ies) for the purpose of assessing the domestic value addition.

That the domestic value addition for all inputs which constitute the said iron & steel products has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition criteria, based on the assessment of procuring agency (ies) for the purpose of assessing the domestic value-addition, I will be disqualified from any Government tender for a period of 36 months. In addition, I will bear all costs of such an assessment.

That I have complied with all conditions referred to in the Notification No._____ wherein preference to domestically manufactured iron & steel products in Government procurement is provided and that the OIL is hereby authorized to forfeit and my EMD/SD. I also undertake to pay the assessment cost and pay all penalties as specified in the tender document No. ……..

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority.

i. Name and details of the Bidder (Registered Office, Manufacturing unit location, nature of legal entity)
ii. Date on which this certificate is issued
iii. Iron & Steel Products for which the certificate is produced
iv. Procuring agency to whom the certificate is furnished (OIL)
v. Percentage of domestic value addition claimed and whether it meets the threshold value of domestic value addition prescribed
vi. Name and contact details of the unit of the manufacturer (s)
vii. Net Selling Price of the iron & steel products
viii. Freight, insurance and handling till plant
ix. List and total cost value of input steel (imported) used to manufacture the iron & steel products
x. List and total cost of input steel which are domestically sourced.
xi. Please attach domestic value addition certificates from suppliers, if the input is not in house.
xii. For imported input steel, landed cost at Indian port with break-up of CIF value, duties & taxes, port handling charges and inland freight cost.

For and on behalf of (Name of firm / entity)
Authorized signatory (To be duly authorized by the Board of Directors)
<Insert Name, Designation and Contact No.>
.....

Notes:

1.0 For iron and steel products in Appendix A, the procurement process is open only to the manufacturers / suppliers having the capability of meeting / exceeding the domestic value addition targets. Manufacturers / suppliers not meeting the domestic value addition targets are not eligible to participate in the bidding.

2.0 Each domestic manufacturer shall furnish the Affidavit of self-certification to OIL declaring that the iron & steel products are domestically manufactured in terms of the domestic value addition prescribed.

3.0 **Domestic value addition requirement**

3.1 Minimum domestic value addition requirement to qualify the product as a domestically manufactured iron & steel product mentioned in Appendix A of revised Steel Policy.

3.2 Domestic value addition shall be the net selling price (invoiced price excluding net domestic taxes and duties) minus the landed cost of imported input materials at the manufacturing plant in India (including all customs duties) as a proportion of the net selling price, in per cent.

3.2.1 In case the iron & steel products are made using domestic input steel (semi-finished/ finished steel), invoices of purchases from the actual domestic producers along with quantities purchased and the other related documents must be furnished to OIL.

3.2.2 In case the iron & steel products have imported input steel, the invoices of purchases from the actual producers along with quantities purchased and the other related documents must be furnished separately. To derive the extent of domestic value addition, the weighted average of both (imported & domestic) input steel shall be considered to ensure that the minimum stipulated domestic value addition requirement of the policy is complied with. It shall be the responsibility of the bidder to furnish other requisite documents required to be issued by the domestic manufacturer to the procuring agency as per the policy.

4.0 It shall be the responsibility of the domestic manufacturer to ensure that the products so claimed are domestically manufactured in terms of the domestic value addition prescribed for the product. The bidder shall also be required to provide a domestic value addition certificate on half-yearly basis (Sep 30 and Mar 31), duly certified by the Statutory Auditors of the domestic manufacturer, that the claims of domestic value addition made for the product during the preceding 6 months are in accordance with the Policy. Such certificate shall be filed within 60 days of commencement of each half year, to OIL and shall continue to be filed till the completion of supply of the said products.

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MINISTRY OF STEEL

NOTIFICATION

New Delhi, the 29th May, 2019

G.S.R. 385(E).—The revised Policy for providing preference to domestically manufactured Iron & Steel Products in Government procurement is hereby published for general information.

[F. No.3(2)/2018-IDD]

RASIKA CHAUBE, Addl. Secy.

POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS IN GOVERNMENT PROCUREMENT- REVISED, 2019

1 Background

1.1 This policy provides preference to Domestically Manufactured Iron and Steel Products (DMI&SP) in Government procurement.

1.2 The policy is applicable to iron & steel products as provided in Appendix A and capital goods for manufacturing iron & steel products in Appendix B, produced in compliance to prescribed quality standards, as applicable.

1.3 The policy is applicable to every Ministry or Department of Government and all agencies/entities under their administrative control and to projects funded by these agencies for purchase of iron & steel products for government projects. However, this policy shall not apply for purchase of iron & steel products with a view to commercial resale or with a view to use in the production of goods for commercial sale.

2 Definitions

2.1 **Bidder** may be a domestic/ foreign manufacturer of iron & steel or their selling agents/ authorized distributors/ authorized dealers/ authorized supply houses or any other company engaged in the bidding of projects funded by Government agencies.

2.2 **Domestically Manufactured Iron & Steel Products (DMI&SP)** are those iron and steel products which are manufactured by entities that are registered and established in India, including in Special Economic Zones (SEZs). In addition, such products shall meet the criteria of domestic minimum value-addition as mentioned in Appendix A.

2.3 **Domestic Manufacturer** is a manufacturer of iron & steel products conforming to guidelines in section 7 and confirming to the definition of 'manufacturer' as per Central Excise Act.

2.4 **Government** for the purpose of the Policy means Government of India.

2.5 **Government agencies** include Government PSUs, Societies, Trusts and Statutory bodies set up by the Government.

2.6 **MoS** shall mean Ministry of Steel, Government of India.

2.7 **Net Selling Price** shall be the invoiced price excluding net domestic taxes and duties

2.8 **Semi-Finished Steel** shall mean Ingots, billet, blooms and slabs, which can be subsequently processed to finished steel.

2.9 **Finished Steel** shall mean Flat and Long products, which can be subsequently processed into manufactured items.

2.10 **L1** means the lowest tender or the lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

2.11 **Margin of purchase preference** means the maximum extent to which the price quoted by a domestic supplier may be above L1 for the purpose of purchase preference. In case of DMI&SP policy, the margin of purchase preference shall be 20% for items in Appendix B.

2.12 **Iron & Steel Product(s)** shall mean such iron and steel product(s) which are mentioned in Appendix A.

2.13 **Domestic value addition** shall be the net selling price (invoiced price excluding net domestic taxes and duties) minus the landed cost of imported input materials at the manufacturing plant in India (including all customs duties) as a proportion of the net selling price, in percent. The 'domestic value addition' definition shall be in line with the DPIIT(formerly DIPP) guidelines, and shall be suitably amended in case of any changes by DPIIT in the future. For the purpose of this policy document, domestic value addition and local content have been used interchangeably.

3 Exclusions

3.1 Waivers shall be granted by the Ministry of Steel to all such Government procurements subject to the below conditions.

3.1.1 Where specific grades of steel are not manufactured in the country, or

3.1.2 Where the quantities as per the demand of the project cannot be met through domestic sources

The exclusion requests shall be submitted to the Standing Committee along with sufficient proof of unavailability of domestically manufactured iron & steel products

4 Standing Committee

A Standing Committee under the Ministry of Steel (MoS) to be chaired by the Secretary (Steel), shall be constituted to oversee the implementation of the policy. The Committee shall comprise of experts drawn from Industry / Industry Association / Government Institution or Body / Ministry of Steel (MoS). The said Committee in MoS shall have the mandate for the following:

4.1 Monitoring the implementation of the policy

4.2 Review and notify the list of Iron & Steel products and the domestic value addition requirement criteria as mentioned at Appendix A and Appendix B.

4.3 Issue necessary clarifications for implementation of the policy including grant of exclusions to procuring agencies as per section 3

4.4 Constitute a separate committee to carry out grievance redressal

4.5 The Standing Committee shall submit its recommendations for approval to Ministry of Steel.

5 Notifying Iron & Steel Products Procured by Government

5.1 The following guidelines may be used for identifying and notifying the aforementioned products under the policy:

5.1.1 The policy is applicable to iron & steel products as provided in Appendix A and to capital goods for manufacturing iron & steel products in Appendix B.

5.1.2 Appendix A contains list of iron & steel products which are to be exclusively domestically manufactured and cannot be imported without the approval of the Ministry of Steel

5.1.3 Appendix B contains a list (non-exhaustive) of capital goods for which purchase preference shall be provided to domestically manufactured capital goods, if their quoted price falls within 20% of the price quoted for corresponding imported capital good.

5.1.4 The objective of the policy is to notify all iron & steel products which are procured by Government Agencies for government projects and not with a view to commercial resale or with a view to use in the production of products for commercial sale.

5.1.5 The policy is applicable to all projects funded by Ministry or Department of Government and all agencies/ entities under their administrative control for purchase of iron & steel products.

5.1.6 The policy shall be applicable to projects where the procurement value of iron and steel products is greater than Rs. 25 crores. The policy shall also be applicable for other procurement (non-project), where annual procurement value of iron and steel products for that Government organization is greater than Rs. 25 crores.

5.1.7 The policy is applicable to purchase of iron & steel products by private agencies for fulfilling an EPC contract and/or any other requirement of Ministry or Department of Government or their PSUs.

5.1.8 Analysis of the availability of various grades of domestic iron and steel products needs to precede for notification under the policy. Only those iron & steel products, in respect of which at least one domestic manufacturer exists, shall be notified. Consultation may be carried out by the Standing Committee.

5.1.9 The policy is applicable to capital goods for manufacturing iron & steel products in Appendix B produced in compliance to prescribed quality standards, as applicable.

5.1.10 Policy for domestic procurement of capital goods for manufacturing iron and steel products is applicable to all public sector steel manufacturers and all agencies/ entities under their administrative control for purchase of capital goods for manufacturing iron & steel products, not with a view to commercial resale.

5.1.11 The policy is applicable to purchase of capital goods for manufacturing iron & steel products by private agencies for fulfilling an EPC contract and/or any other requirement of public sector steel manufacturers and all agencies/ entities under their administrative control

5.1.12 Government agencies which are involved in procurement of iron and steel products, and capital goods for manufacturing of iron and steel products, in cases where the iron and steel products are not mentioned in Appendix A and Appendix B, shall provide description and technical specifications of the product along with prescribed standards to the Standing Committee. The Standing Committee will act as per mandate in section 3 and section 4.

5.2 The Ministry of Steel (MoS) would notify iron & steel products along with the minimum prescribed domestic value addition, furnished at Appendix A.

5.3 The policy guidelines on capital goods for manufacturing iron & steel products shall be applicable to public sector steel manufacturers for all purchases of capital goods for manufacturing iron & steel products in Appendix B, irrespective of the project size.

5.4 Minimum domestic value addition requirement suggested for iron and steel products in Appendix A, and for capital goods for manufacturing iron and steel products in Appendix B have been decided on the basis of factors such as domestic supplier base, number of suppliers and import to consumption ratio.

5.5 The domestic value addition requirement norm shall be so calibrated that it reflects the average/above average manufacturing capability of the domestic industry for the iron & steel products at a point of time. This shall be suitably reviewed by the Standing Committee from time to time and amended, if required with the approval of Ministry of Steel.

6 Tender procedure for procurement by government and government agencies

6.1 The procuring/ Government agencies shall follow standard procurement procedures, in accordance with instructions of Ministry of Finance and CVC while adhering to DMI&SP. The policy shall come into effect from the date of its notification in all tenders where price bid have not been opened.

6.2 The tender document, for procurement of both Goods as well as for EPC contracts, should explicitly outline the qualification criteria for adherence to minimum prescribed domestic value addition by the bidder for iron and steel products and capital goods for manufacturing iron & steel products(as indicated in Appendix A and Appendix B)

6.3 In supporting the growth of domestic products, the target of domestic value addition in iron and steel business activities has been set as contained in **Appendix A and Appendix B**.

6.4 For iron and steel products in Appendix A, the procurement process shall be open only to the manufacturers / suppliers having the capability of meeting / exceeding the domestic value addition targets. Manufacturers / suppliers not meeting the domestic value addition targets are not eligible to participate in the bidding.

6.5 In case of Appendix B items, 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 domestic manufacturer for quantity not less than 50%, as may be divisible.

6.6 In continuation to the above clause, for Appendix B items, 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 domestic manufacturer for the entire quantity.

6.7 In case of Appendix B items, if none of the eligible manufacturers meeting domestic value addition requirements match the L1 bid, the original bidder holding L1 bid shall secure the order for full value of procurement.

6.8 The bidders who are selling agents/ authorized distributors/ authorized dealers/ authorized supply houses of the domestic manufacturers of iron & steel products are eligible to bid on behalf of the domestic manufacturers under the policy. However, this shall be subject to the following conditions:

6.8.1 The bidder shall furnish the authorization certificate issued by the domestic manufacturer for selling domestically manufactured iron & steel products.

6.8.2 In case the procurement is covered under Appendix A of the DMI&SP policy, the bidder shall furnish the Affidavit of self-certification issued by the domestic manufacturer to the procuring agency declaring that the iron & steel products is domestically manufactured in terms of the domestic value addition prescribed.

6.8.3 In case the procurement is covered under Appendix B of the DMI&SP policy, the bidder shall furnish the certification issued by the statutory auditor to domestic manufacturer declaring that the capital goods to be used in Iron & Steel industry are domestically manufactured in terms of the domestic value addition prescribed.

6.8.4 It shall be the responsibility of the bidder to furnish other requisite documents required to be issued by the domestic manufacturer to the procuring agency as per the policy.

7 Domestic value addition requirement

7.1 Minimum domestic value addition requirement to qualify the product as a domestically manufactured iron & steel product or a Capital good are mentioned in Appendix A and B.

7.2 Domestic value addition shall be the net selling price (invoiced price excluding net domestic taxes and duties) minus the landed cost of imported input materials at the manufacturing plant in India (including all customs duties) as a proportion of the net selling price, in per cent.

7.2.1 In case the iron & steel products are made using domestic input steel (semi-finished/ finished steel), invoices of purchases from the actual domestic producers along with quantities purchased and the other related documents must be furnished to the procuring Government agency.

7.2.2 In case the iron & steel products have imported input steel, the invoices of purchases from the actual producers along with quantities purchased and the other related documents must be furnished separately. To derive the extent of domestic value addition, the weighted average of both (imported & domestic) input steel shall be considered to ensure that the minimum stipulated domestic value addition requirement of the policy is complied with.

7.3 It is recommended that each bidder participating in the tender process should calculate the domestic value addition using the below formula below so as to ensure the domestic value addition claimed is consistent with the minimum stipulated domestic value addition requirement of the policy.

For Iron and Steel products

$$\%\ Domestic\ value\ addition$$

$$= \frac{Net\ selling\ price\ of\ final\ product - Landed\ cost\ of\ imported\ iron\ or\ steel\ at\ plant}{Net\ selling\ price\ of\ final\ product}\ x\ 100\%$$

For Capital Goods

$$\%\ Domestic\ value\ addition$$

$$= \frac{Net\ selling\ price\ of\ final\ product - Landed\ cost\ of\ imported\ input\ materials\ at\ plant}{Net\ selling\ price\ of\ final\ product}\ x\ 100\%$$

8 Certification and audit

8.1 For products in Appendix A, each domestic manufacturer shall furnish the Affidavit of self-certification to the procuring Government agency declaring that the iron & steel products are domestically manufactured in terms of the domestic value addition prescribed. For capital goods in Appendix B, the bidder shall furnish the certification issued by the statutory auditor to the domestic manufacturer declaring that the capital goods are domestically manufactured in terms of the domestic value addition prescribed. The bidders who are sole selling agents / authorized distributors / authorized dealers / authorized supply houses of the domestic manufacturers of iron & steel products are eligible to bid on behalf of domestic manufacturers under the policy. The bidder shall furnish the Affidavits of self-certification issued by the domestic manufacturers and the certifications issued by the statutory auditors, to the procuring agency declaring that the iron & steel products are domestically manufactured in terms of the domestic value addition prescribed. The Affidavit of self-certification shall be furnished in **Form 1** attached to these guidelines.

8.2 It shall be the responsibility of the domestic manufacturer to ensure that the products so claimed are domestically manufactured in terms of the domestic value addition prescribed for the product. The bidder shall also be required to provide a domestic value addition certificate on half-yearly basis (Sep 30 and Mar 31), duly certified by the Statutory Auditors of the domestic manufacturer, that the claims of domestic value addition made for the product during the preceding 6 months are in accordance with the Policy. Such certificate shall be filed within 60 days of commencement of each half year, to the concerned Government agencies and shall continue to be filed till the completion of supply of the said products.

8.3 The procuring agency shall accept the Affidavit of self-certification regarding domestic value addition in a steel product submitted by a bidder. It shall not normally be the responsibility of procuring agency to verify the correctness of the claim. The onus of demonstrating the correctness of the same shall be on the bidder when asked to do so.

8.4 In case a complaint is received by the procuring agency or the concerned Government Agency against the claim

of a bidder regarding domestic value addition in iron & steel products, the procuring agency shall have full rights to inspect and examine all the related documents and take a decision. In case any clarification is needed, matter may be referred to MoS with a request for technical assistance.

8.5 Any complaint referred to the Government Agency shall be disposed off within 4 weeks of the reference along with submission of all necessary documents. The bidder shall be required to furnish the necessary documentation in support of the domestic value addition claimed in iron & steel products to the Government Agency within 2 weeks of filing the complaint.

8.6 In case, the matter is referred to the Ministry of Steel, the grievance redressal committee setup under the MoS shall dispose of the complaint within 4 weeks of its reference and receipt of all documents from the bidder after taking in consideration, the view of the Government Agency. The bidder shall be required to furnish the necessary documentation in support of domestic value addition claimed in iron & steel products to the grievance redressal committee under MoS within 2 weeks of the reference of the matter. If no information is furnished by the bidder, the grievance redressal committee may take further necessary action, in consultation with Government Agency to establish bonafides of claim.

8.7 The cost of assessing the prescribed extent of domestic value addition shall be borne by the procuring agency if the domestic value addition is found to be correct as per the certificate. However, if it is found that the domestic value addition as claimed is incorrect, the cost of assessment will be payable by the bidder who has furnished an incorrect certificate. The manner of enforcing the same shall be defined in the tender document.

9 Sanctions

9.1 Each Government Agency shall clearly define the penalties, in case of wrong declaration by the bidder of the prescribed domestic value addition, in the tender document. The penalties may include forfeiting of the EMD, other financial penalties and blacklisting of such manufacturer/ service provider.

9.2 In case of reference of any complaint to MoS by the concerned bidder, there would be a complaint fee of Rs. 10 Lakh or 0.2 % of the value of the DMI&SP being procured (subject to a maximum of Rs. 20 Lakh), whichever is higher, to be paid by Demand Draft deposited with the grievance redressal committee under MoS along with the complaint by the complainant. In case, the complaint is found to be incorrect, the Government Agency reserves the right to forfeit the said amount. In case, the complaint is found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

10 Implementation monitoring by Ministry of Steel

10.1 The policy provisions shall be applicable for a period of 5 years from the date of publication. The policy period may further be extended at the discretion of Ministry of Steel.

10.2 MoS shall be the nodal ministry to monitor the implementation of the policy.

10.3 All applicable agencies under DMI&SP policy shall ensure implementation of the policy and shall annually, in the month of June, send a declaration indicating the extent of compliance to the policy and reasons for noncompliance thereof, during the preceding financial year.

Reference to Ministry of Steel

In case of a question whether an item being procured is a DMI&SP to be covered under the policy, the matter would be referred to the Ministry of Steel for clarification.

Appendix A - Exclusive for domestically manufactured products

Sl. No.	Indicative list of Iron & Steel Products	Applicable HS code	Minimum domestic value addition requirement
1	Flat-rolled products of iron or non alloy steel, of a width of 600 mm or more, hot rolled, not clad, plated or coated	7208	50%
2	Flat-rolled products of iron or non alloy steel, of a width of 600 mm or more, cold rolled (cold-reduced), not clad, plated or coated	7209	50%
3	Flat-rolled products of iron or non alloy steel, of a width of 600 mm or more, clad, plated or coated	7210	50%

4	Flat-rolled products of iron or non alloy steel, of a width of less than 600 mm, not clad, plated or coated	7211	35%
5	Flat-rolled products of iron or non alloy steel, of a width of less than 600 mm, clad, plated or coated	7212	35%
6	Bars and rods, hot-rolled, in irregularly wound coils, of iron or non-alloy steel	7213	35%
7	Other bars and rods of iron or non alloy steel, not further worked than forged, hot rolled, hot-drawn or hot-extruded, but including those twisted after rolling	7214	35%
8	Other bars and rods of iron or non alloy steel	7215	35%
9	Angles, shapes and sections of iron or non-alloy steel	7216	35%
10	Wire of iron or non-alloy steel	7217	50%
11	Flat-rolled products of stainless steel, of a width of 600 mm or more	7219	50%
12	Flat-rolled products of stainless steel, of a width of less than 600 mm	7220	50%
13	Other bars and rods of stainless steel; angles, shapes and sections of stainless steel	7222	50%
14	Wire of other alloy steel	7229	35%
15	Rails, railway or tramway track construction material of iron or steel	7302	50%
16	Tubes, pipes and hollow profiles, of cast iron	7303	35%
17	Tubes, pipes and hollow profiles, seamless, of iron (other than cast iron) or steel	7304	35%
18	Other tubes and pipes (for example, welded, riveted or similarly closed), having circular cross-sections, the external diameter of which exceeds 406.4 mm, of iron or steel	7305	35%
19	Other tubes, pipes and hollow profiles (for example, open seam or welded, riveted or similarly closed), of iron or steel	7306	35%
20	Tube or pipe fittings (for example, connectors/couplings, elbow sleeves), of iron or steel	7307	35%
21	Bars and rods, hot-rolled, in irregularly wound coils, of stainless steel	7221	35%
22	Wire of stainless steel	7223	35%
23	Flat-rolled products of other alloy steel, of a width of 600 mm or more, including electrical steel	7225	35%
24	Flat-rolled products of other alloy steel, of a width of less than 600 mm, including electrical steel	7226	35%
25	Bars and rods, hot-rolled, in irregularly wound coils, of other alloy steel	7227	15%
26	Other bars and rods of other alloy steel; angles, shapes and sections, of other alloy steel; hollow drill bars and rods, of alloy or nonalloy steel	7228	35%
27	Sheet piling of iron or steel, whether or not drilled, punched or made from assembled elements; welded angles, shapes and sections, of iron or steel	7301	15%
28	Structures (excluding prefabricated buildings of heading 9406) and parts of structures	7308	15%
29	Reservoirs, tanks, vats and similar containers for any material (other than compressed or liquefied gas), of iron or steel, of a capacity exceeding 300 whether or not lined or heatinsulated, but not fitted with mechanical or Thermal equipment	7309	15%

30	Tanks, casks, drums, cans, boxes and similar containers, for any material (other than compressed or liquefied gas), of iron or steel, of a capacity not exceeding 300 L, whether or not lined or heat-insulated, but not fitted with mechanical or thermal equipment	7310	15%
31	Containers for compressed or liquefied gas, of iron or steel	7311	15%
32	Stranded wire, ropes, cables, plaited bands, slings and the like, of iron or steel, not electrically insulated	7312	15%
33	Barbed wire of iron or steel; twisted hoop or single flat wire, barbed or not, and loosely twisted double wire, of a kind used for fencing, of iron or steel	7313	15%
34	Grill, netting and fencing, of iron or steel wire; expanded metal of iron or steel	7314	15%
35	Chain and parts thereof, of iron or steel	7315	15%
36	Anchors, grapnels and parts thereof, of iron or steel	7316	15%
37	Articles of iron and steel	7317	15%
38	Articles of iron and steel	7318	15%
39	Articles of iron and steel	7319	15%
40	Springs and leaves for springs, of iron or steel	7320	15%
41	Stoves, ranges, grates, cookers (including those with subsidiary boilers for central heating), barbecues, braziers, gas-rings, plate warmers and similar non-electric domestic appliances, and parts thereof, of iron or steel	7321	15%
42	Radiators for central heating, not electrically heated, and parts thereof, of iron or steel; air heaters and hot air distributors, not electrically heated, incorporating a motor-driven fan or blower, and parts thereof, of iron or steel	7322	15%
43	Tables and similar household articles and parts thereof, of iron or steel	7323	15%
44	Sanitary ware and parts thereof, of iron or steel	7324	15%
45	Other cast articles of iron or steel	7325	15%
46	Electrical steel and other articles of iron or steel	7326	15%
47	Railway or tramway passenger coaches, not self-propelled	8605	50%
48	Railway or tramway goods vans and wagons, not self-propelled	8606	50%
49	Parts of railway or tramway locomotives or rolling-stock; such as bogies, bissel-bogies, axles and forged wheels, and parts thereof	8607	50%

Products included in descriptions are indicative; all products under the specified HS codes are included as part of the appendix

Appendix B

Indicative list of capital goods(non-exhaustive) for manufacturing iron & steel products

Sl. No.	Plant shop	Capital goods	Minimum domestic value addition requirement
1	Raw material handling system	Apron feeder, barrel couplings, heavy duty bearings, hydraulic disc brakes, tanker &container for powdered materials, conveyor belt for pipe conveyors, high angle conveyor system, crushers, crane rail lubrication system, four girder EOT Crane, crane weighing system, crane air conditioning, fluid couplings, fork lift trucks, hydraulic motors, hydraulic system, locking assembly (friction grip), load cells, level sensors, pipe	50%

		conveyor system, plough/ paddle feeder, pneumatic transportation - dense &lean phase, reclaimers, radio remote control, rail fixing arrangements (special), rapid/ flood loading system, stackers, special screen, slew ring bearings, tipplers, transfer cars, tongs (special), vibration, isolation system (spring damper), wagon tipplers, wagon loaders	
2	Mineral benefaction (iron ore and coal) equipment	Industrial crushers, grinding mills, conventional screens, slurry pumps,hirate thickeners, filters, hydroclones	50%
3	Coke oven	Coke Oven Silica Refractory, Anchorage System, Waste gas valve with branch pipe, Flash Plate, Door Frame, door body, Minor Casting: Gooseneck, Valve box, AP Lid, Charging & inspection hole lid and frame Reversing mechanism, Centralised lubrication system, Hydrojet Door Cleaning Mechanism, Spillage code conveyor system, skip hoist, Door Lowering Rack, Isolation/ Reversing Cocks, Level II automation, Oven machines	50%
4	By-product plant	Primary Gas Cooler, Electrostatic Tar Precipitator,H2S, NH3 & Naphthalene Scrubber, Combi Stripper, Flushing Liquor Pump, Claus Kiln, Claus reactors, Waste Heat Boilers, Decanters	50%
5	Sinter plant equipment	Pallet car, Drive/discharge end Sprocket assembly, Curved rail, Slide rails, Hot sinter breaker and Grizzly, Dip rail & running rail, Impeller assembly for Process fan, Drive assembly of Sinter machine, Hi-intensity Mixer &Noduliser	50%
6	Pellet plant equipment	Pallet car, Drive/discharge end Sprocket assembly, Curved rail, Slide rails, running rail, Vertical roller mill, Impeller assembly for Process fan, Drive assembly of Indurating machine, Hi-intensity Mixer, Balling disc, Single deck roller screen and Double deck roller screen	50%
7	Blast furnace equipment	Bell less top system with Bleeder valve, SG Iron stave coolers, Copper stave coolers, Stock level indicator (Radar Type), Mud gun, Drilling machine and Manipulator, Gas Cleaning Plant system, Top Recovery Turbine system including its by-pass valve, De-bricking Machine, Re-railing equipment, PCI system, Grinding mill for PCI, Stock level indicator, Tuyere Stock assembly, Waste Heat Recovery system, BF & Hot Blast Stoves Technological Valves, Above Burden probes, Slag granulation unit, Tuyere&Tuyere cooler, Torpedo Ladle Car, BF hearth refractory	50%
8	Direct reduction plant equipment	Charge distributer, Upper & lower seal leg, Reformer & Re-cuperator system, Burden feeders, Turbo-expander, Process Gas Compressor , Seal gas compressors & bottom seal gas compressors, Seal gas generators & driers, Process Gas Heater, CO2 removal plant	50%
9	Basic oxygen furnace equipment	Main and Maintenance equipment comprising of converter, gunning machine, Refractory/ slag monitoring device, converter vessel, trunnion ring and suspension system, trunnion bearings and housing, Converter bull gear unit and tilt drive system, Rotary joint for converter, bottom stirring system, Lance body with clamping, Lance copper tips, Valve stations for oxygen blowing/ bottom stirring, Sub-lance system, Off gas analyzer with process module i.e. Process software/ hardware, container lab Measurement probes, Switch over station, ID fan for primary gas, Hot metal and steel ladle, Ladle Transfer car, Ladle maintenance equipment, Slag pot, Slag pot transfer car, Scrap boxes, Scrap Transfer car, Lance carriage, Lance guide, Crane & hoist, Lance hoist & trolley, Lance tilting device, Traverse for lifting lances, Bunker of various sizes, Bin Vibrator, Weighing Hopper, Maintenance stands, De dusting suction hood, Teeming/HM, ladle relining stands, Stand Cooling stack inspection device, Hood traverse carriage, Refractories, Bypass & isolation valves, Flare stack & ignition system, Scrubbing tower	50%

		shell - Wet gas cleaning system, Dog house, Ladle drier, ladle pre-heater, ladle cooler, Fume collection hoods, Clean gas stack, Dust silo, Weigh Bridge, Slag retaining device	
10	Electric arc furnace	Furnace proper (includes furnace lower shell, upper shell and roof, Tilting platform, Furnace Gantry) and transformer, Electrode regulation system, Hydraulic system, Refractories, Parts of Level I & Level Il Automation system. LF - water cooled ladle roof, electrode mast and arms, electrode regulating system, wire feeding system, Bottom inert gas stirring Valve stand for porous plug and top lance, Emergency lance mechanism, Lance carriage system with drive unit, Automatic temperature, sampling & bath level / O2 measurement, Temp. & oxygen immersion lance, lance carriage system with drive unit, Hydraulic system, Refractories, Ladle roof Delta portion, RH proper (includes Ladle transfer car, vacuum vessel, Vessel lifting & lowering system. Hydraulic system, Multi Function lance, Valve racks/station, Electrode clamp unit, conductor of electrode arms, water cooled cable, A R stirring valve rack, lance transport car, Refractory lance, Hydraulic cylinder, Ladle roof lifting cylinder, Lubrication system, Suction hood, damper, Vibro feeder, weighing hopper, wire feeding system, Electrode nipiling stand, Cranes, hoist, Temperature & sampling tips, ladle stands, ESP, Deducting hoods, Refractories, bag filter, Cranes etc.	50%
11	Continuous casting equipment	Ladle turret, ladle cover manipulator, Ladle Shroud manipulator, tundish car, Continuous tundish temperature measurement system, Tundish stopper rod mechanism, emergency cut-off gate, mould assembly, Nozzle quick change device, mould oscillator and EMS system, EIectro-Magnetic braking system, Strand guide segment, Withdrawal & Straightening unit (WSU), Roll gap checker, Emergency torch cutter, Torch cutting machine, Deburrer, Marking machine, Technological control system & process models, Black Refractories, strand gunde segment, tundish, ladle cover, roller tables & auxiliaries, mould& segment maintenance equipments, tundish maintenance equipments, EMBR system	50%
12	Flat product mills	Large castings and forgings like mill housing, bed plates, work rolls, backup rolls, end spindles; roller tables, backup roll and work roll chucks, coilers / tension reels / uncoilers, AGC cylinders, shears, levelers, lazer welders, packaging machines, non-contact gauges / profile gauges, anti-friction roll neck bearings, oil film bearings, gear boxes, mill motors	50%
13	Long product mills	Mill housing, bed plates, work rolls, backup rolls, spindles; roller tables, coilers / tension reels / uncoilers, shears, billet welder, packaging machines, non-contact gauges / profile gauges, anti-friction roll neck bearings, oil film bearings, finishing blocks, gear boxes, mill motors	50%

**Items in appendix B are an indicative list of capital goods for manufacturing steel, the list is not exhaustive. All capital goods for steel manufacturing shall be considered for purchase preference under the policy with a minimum domestic value addition requirement of 50%*

Form-1

Format for Affidavit of Self Certification regarding Domestic Value Addition in Iron & Steel Products/capital goods to be provided on Rs.100/- Stamp Paper Date:

I _____S/o, D/o, W/o, _____ Resident of _____ _____ hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification No: _____.

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring agency (ies) for the purpose of assessing the domestic value addition.

That the domestic value addition for all inputs which constitute the said iron & steel products has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition criteria, based on the assessment of procuring agency (ies) for the purpose of assessing the domestic value-addition, I will be disqualified from any Government tender for a period of 36 months. In addition, I will bear all costs of such an assessment.

That I have complied with all conditions referred to in the Notification No._____ wherein preference to domestically manufactured iron & steel products in Government procurement is provided and that the procuring agency (ies) is hereby authorized to forfeit and my EMD. I also undertake to pay the assessment cost and pay all penalties as specified in the tender document.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority.

i. Name and details of the Bidder (Registered Office, Manufacturing unit location, nature of legal entity)

ii. Date on which this certificate is issued

iii. Iron & Steel Products for which the certificate is produced

iv. Procuring agency to whom the certificate is furnished

v. Percentage of domestic value addition claimed and whether it meets the threshold value of domestic value addition prescribed

vi. Name and contact details of the unit of the manufacturer (s)

vii. Net Selling Price of the iron & steel products

viii. Freight, insurance and handling till plant

ix. List and total cost value of input steel (imported) used to manufacture the iron & steel products

x. List and total cost of input steel which are domestically sourced.

xi. Please attach domestic value addition certificates from suppliers, if the input is not in house.

xii. For imported input steel, landed cost at Indian port with break-up of CIF value, duties & taxes, port handling charges and inland freight cost.

For and on behalf of(Name of firm / entity)

Authorized signatory (To be duly authorized by the Board of Directors)

<Insert Name, Designation and Contact No.>

Uploaded by Dte. of Printing at Government of India Press, Ring Road, Mayapuri, New Delhi-110064
and Published by the Controller of Publications, Delhi-110054.

APPENDIX - H4

RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA

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.

Bidders must submit duly sealed & signed undertaking as per format provided vide, "**PROFORMA - 5**" along with the technical bid.

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.

Validity of Registration:

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.

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.

III. "Bidder from a county which shares a land border with India "for the purpose of this Order means: -

(a) An entity incorporated, established or registered in such a country; or
(b) A subsidiary of an entity incorporated, established or registered in such a country; or
(c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
(d) An entity whose beneficial owner is situated in such a country; or
(e) An Indian (or other) agent of such an entity; or
(f) A natural person who is a citizen of such a country; or
(g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

IV. The beneficial owner for the purpose of (III) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

   Explanation –

   a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;

   b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. 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.

3. 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;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

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.

6. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

7. 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.

****

PROFORMA - 1

BID SECURITY DECLARATION

To,

M/s. Oil India Limited
……..,
……..

Sub: ……
Tender No:…….

Dear Sir,

After examining/reviewing provisions of above referred tender documents (including all corrigendum/ Addenda), we M/s. …….....…… (Name of Bidder) have submitted our offer/bid no…….....

We, M/s. …….(Name of Bidder) hereby understand that, according to your conditions, we are submitting this Declaration for Bid Security.

We understand that we will be put on watch list/holiday/banning list (as per policies of OIL INDIA in this regard), if we are in breach of our obligation(s) as per following:

(a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

(b) having been notified of the acceptance of our Bid by the OIL INDIALIMITED during the period of bid validity:

  (i) fail or refuse to execute the Contract, if required, or
  (ii) fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.
  (iii) Fail or refuse to accept 'arithmetical corrections' as per provision of tender document.

(c) having indulged in corrupt/fraudulent/collusive/coercive practice as per procedure.

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

PROFORMA – 2

INTEGRITY PACT

Between

Oil India Limited (OIL) hereinafter referred to as "The Principal"

And

(Name of the bidder).....hereinafter referred to as "The Bidder/Contractor"

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for **……** The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organization "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section: 1 - Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

(i) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

(ii) The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

(iii) The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officers and in addition can initiate disciplinary actions.

Section: 2 - Commitments of the Bidder/Contractor

(1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

(i) The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which h e/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

(ii) The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

(iii) The Bidder (s) / Contractor (s) will not commit any offence under the relevant Anticorruption Laws of India, further, the Bidder (s) / Contractor (s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(iv) The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(v) Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

(vi) The Bidder (s)/ Contractor (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder (s)/ Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.

(vii) Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act;

(2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(3) The Bidder/Contractor signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

Section 3 - Disqualification from tender process and exclusion from future Contracts

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or risibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **or as mentioned in Section 9- Pact Duration whichever is later**. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. Any issue relating to execution of contract, if specifically raised before the IEMs shall be looked into by IEMs.

Section 4 - Compensation for Damages

(1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

(3) The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 - Previous transgression

(1) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section: 6 - Equal treatment of all Bidders/Contractor/Subcontractors

(1) The Principal will enter into Pacts on identical terms with all bidders and contractors.

(2) The Bidder / Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section: 7 - Criminal charges against violating Bidders/Contractors/ Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section: 8 -External Independent Monitor/Monitors

(1) The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

(3) The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.

(6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

(8) The word 'Monitor' would include both singular and plural.

(9) In case of any complaints referred under IP Program, the role of IEMs is advisory and would not be legally binding and it is restricted to resolving the issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder.

Section: 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

Section: 10 - Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor / Bidder is a Joint Venture or a partnership concern or a consortium, this agreement must be signed by all partners or consortium members. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor and all sub-contractors shall also sign the IP.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intensions.

(5) Issues like warranty / guarantee, etc. shall be outside the purview of IEMs.

M. B. SINGHA **…….** **For the Principal** Date : Place : Duliajan	**……..** **For the Bidder/Contractor** Witness 1: ..... Witness 2: .....

PROFROMA – 3

PERFORMANCE SECURITY FORM

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

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

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

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

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

This guarantee is valid until the_____day of _____.

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

A. Issuing Bank:
BANK FAX NO:
BANK EMAIL ID:
BANK TELEPHNE NO: IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

Notwithstanding anything contained herein:

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

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

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

PROFORMA - 4

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

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

Ref. No_____ Date _____

To,

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

Sub: Undertaking of authenticity of information/documents submitted
Ref: Your tender No._____ Dated _____

Sir,

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

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

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

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

Signature of Authorised Signatory

Name :
Designation :
Phone No.
Place :
Date :

(Affix Seal of the Organization here, if applicable)

PROFORMA - 5

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. _____Date:_____

OIL INDIA LIMITED
MATERIALS DEPARTMENT,
DULIAJAN, ASSAM, INDIA

Dear Sirs,

We have read the clause regarding restrictions on procurement from a bidder of 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.

PROFORMA - 6

FORM NO. 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.

PROFORMA - 7

(On the official Letter Head of the Bidder)

NO BUSINESS CONNECTION OR PERMANENT ESTABLISHMENT CERTIFICATE

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.

PROFORMA - 8

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

Ref: Clause No. II (3.0) - Financial Criteria of the BEC
Tender No.: _____

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

The balance sheet/Financial Statements for the financial year _____ (as the case may be) has actually not been audited as on the Original Bid closing Date.

Place :…….
Date :…….

Signature of the authorized signatory

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

PROFORMA – 9

CERTIFICATE OF ANNUAL TURNOVER & NETWORTH

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

TO WHOM IT MAY CONCERN

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

YEAR	TURNOVER In INR (Rs.) Crores/ USD Million*	NET WORTH In INR (Rs.) Crores / USD Million*

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

Place:
Date:

Seal:

Membership No.:
Registration Code:

Signature:

Applicable for Global Tenders.

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

PROFORMA – 10

PARENT/ ULTIMATE PARENT/ HOLDING COMPANY'S CORPORATE GUARANTEE TOWARDS FINANCIAL STANDING
(Delete whichever not applicable)
(TO BE EXECUTED ON COMPANY'S LETTER HEAD)

DEED OF GUARANTEE

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

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

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

1. The Guarantor confirms that the Bidder is a 100% subsidiary of the Guarantor.
2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
3. The Guarantor have an annual financial turnover of minimum INR……..... Cr or USD …….....…… during any of the preceding 03(three) financial/ accounting years reckoned from the original bid closing date.
4. Net worth of the Guarantor is positive for preceding financial/ accounting year.
5. The Guarantor undertakes to provide financial support to the Bidder for executing the project/job, in case the same is awarded to the Bidder.
6. The Guarantor represents that:
   (a) this Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.
   (b) the liability of the Guarantor, under the Guarantee, is limited to the 100% of the order value between the Bidder and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Bidder.
   (c) this Guarantee has been issued after due observance of the appropriate laws in force in India.
   (d) this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of New Delhi, India.
   (e) this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
   (f) the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

for and on behalf of (Parent/Ultimate Parent/ Holding Company) (Delete whichever not applicable) Witness: 1. 2.	for and on behalf of (Bidder) Witness: 1. 2.

ANNEXURE – G (i)

PRICE SCHEDULE – *DOMESTIC BIDDERS*

(Bidders should fill up, sign and upload this price schedule [Annexure G(i)] under "Notes & Attachments" > "Attachments" only. The filled up price breakup should not be uploaded in Technical RFx Response folder)

TENDER NO.	
BID CLOSING DATE	
NAME OF BIDDER	
CURRENCY QUOTED	

Item No.	**10**	**20**	**30**	**40**	**50**	**60**	**70**	**80**	**90**
Material Description	**9.1/2 INCH OD PONY DRILL COLLAR, LENGTH: 2 m**	**9.1/2 INCH OD PONY DRILL COLLAR, LENGTH: 3 m**	**9.1/2 INCH OD PONY DRILL COLLAR, LENGTH: 4 m**	**8.0 INCH OD PONY DRILL COLLAR, LENGTH: 2 m**	**8.0 INCH OD PONY DRILL COLLAR, LENGTH: 3 m**	**8.0 INCH OD PONY DRILL COLLAR, LENGTH: 4 m**	**6.1/2 INCH OD PONY DRILL COLLAR, LENGTH: 2 m**	**6.1/2 INCH OD PONY DRILL COLLAR, LENGTH: 3 m**	**6.1/2 INCH OD PONY DRILL COLLAR, LENGTH: 4 m**
Quantity	**02**	**02**	**02**	**02**	**02**	**02**	**02**	**02**	**02**
Unit	**No.**	**No.**	**No.**	**No.**	**No.**	**No.**	**No.**	**No.**	**No.**
Unit Price									
TOTAL MATERIALS VALUE									
Packing & Forwarding Charges									
EX- WORKS VALUE									
GST (including Compensatory Cess, if any)									
TOTAL F.O.R. DESPATCHING STATION VALUE									
Inland Freight charges upto Destination									
Applicable GST on inland freight charges ***(Please indicate the rate and SAC code)***									
Insurance Charge including GST									
TOTAL F.O.R. DESTINATION, DULIAJAN VALUE									
HSN Code									
Total weight of consignment									
Total volume of consignment									
Total Import content									
Total Local Content ***(Refer definition of Local Content as per Appendix H1 of the tender)***									

Notes:

(i) In the event of computational error between unit price and total price, unit price shall prevail and adopted for evaluation. Similarly, in the event of discrepancy between words and quoted figure, words will prevail.

(ii) GST should be quoted separately. If GST is not shown separately the offer will be considered to be inclusive of all taxes and will be binding on the bidder.

(iii) Loading & evaluation shall be done as per clause nos. IV 1.0 to 6.0 of Annexure – C.

ANNEXURE – G (ii)

PRICE SCHEDULE – *FOREIGN BIDDERS*

(Bidders should fill up, sign and upload this price schedule [Annexure G(ii)] under "Notes & Attachments" > "Attachments" only. The filled up price breakup should not be uploaded in Technical RFx Response folder)

TENDER NO.	
BID CLOSING DATE	
NAME OF BIDDER	
CURRENCY QUOTED	

Item No.	**10**	**20**	**30**	**40**	**50**	**60**	**70**	**80**	**90**
Material Description	**9.1/2 INCH OD PONY DRILL COLLAR, LENGTH: 2 m**	**9.1/2 INCH OD PONY DRILL COLLAR, LENGTH: 3 m**	**9.1/2 INCH OD PONY DRILL COLLAR, LENGTH: 4 m**	**8.0 INCH OD PONY DRILL COLLAR, LENGTH: 2 m**	**8.0 INCH OD PONY DRILL COLLAR, LENGTH: 3 m**	**8.0 INCH OD PONY DRILL COLLAR, LENGTH: 4 m**	**6.1/2 INCH OD PONY DRILL COLLAR, LENGTH: 2 m**	**6.1/2 INCH OD PONY DRILL COLLAR, LENGTH: 3 m**	**6.1/2 INCH OD PONY DRILL COLLAR, LENGTH: 4 m**
Quantity	**02**	**02**	**02**	**02**	**02**	**02**	**02**	**02**	**02**
Unit	**No.**	**No.**	**No.**	**No.**	**No.**	**No.**	**No.**	**No.**	**No.**
Unit Price									
TOTAL MATERIALS VALUE									
Packing and FOB Charges									
TOTAL FOB VALUE									
Ocean Freight charges upto Kolkata, India									
TOTAL C&F KOLKATA VALUE									
Total weight of consignment									
Total volume of consignment									
Total Local Content ***(Refer definition of Local Content as per Appendix H1 of the tender)***									

Notes:

(i) In the event of computational error between unit price and total price, unit price shall prevail and adopted for evaluation. Similarly, in the event of discrepancy between words and quoted figure, words will prevail.

(ii) Insurance Charges @0.5% shall be loaded on Total FOB Value for evaluation purpose.

(iii) Banking Charges @1% shall be loaded on Total FOB Value for evaluation purpose.In case of payment through Letter of Credit (L/C). If Confirmed L/C at buyer's account is required, 1.5% of Total FOB Value will be loaded.

(iv) Loading & evaluation shall done be as per clause no. IV 1.0 to 6.0 of Annexure – C.