



OIL INDIA LIMITED
(A Government of India Enterprises)
PO : Duliajan – 786602
Assam (India)

TELEPHONE NO. (91-374) 2808614

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Email: prantik_dutta@oilindia.in; erp_mm@oilindia.in

TENDER NO. SSG2455P23/P3

DATE: 06.01.2023

INVITATION TO e-BID

Dear Sirs,

OIL invites online International Competitive Bids (ICB) under **Single Stage Two Bid System** supply of **Coiled Tubing Reels** through **e-Procurement**. The details of the tender are as under:

1. Details of items with specification, quantity and special notes are given in **Annexure-II**.
2. General terms and Conditions of the tender are as per attached document No. MM/GLOBAL/E-01/2005-July2012.
3. The prescribed Bid Forms for submission of bids are available in the tender document folder. Technical Checklist and Commercial Checklist vide Annexure IV must be filled-up and submitted along with the technical bid.
4. Type of Bidding : **SINGLE STAGE TWO BID SYSTEM**
5. Performance Security : **Applicable**
6. Bid Closing/Opening Date : **22.02.2023**
7. Type of Tender : **International Competitive Bidding**
8. Bid Security : **Not Applicable (However filling up of Bid Securing Declaration is necessary)**
9. Bid Security Validity : **Not Applicable**
10. Bid Validity : **Minimum 120 days from the Bid Closing Date**
11. Integrity Pact : **Applicable**

Special Note:

- 1.0** The tender will be governed by “General Terms & Conditions” for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005-July2012 for E-procurement (ICB Tenders) including Amendment and Addendum.
- 2.0** 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 addition to uploading in e-tender portal*) in sealed envelope super-scribed with Tender No. and Due date to **The GM Materials-(HoD), 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) Original Bid Security/EMD (if applicable)
- b) Voluminous document, if any, like Literature, Detailed Catalogue of the products etc.
- c) Any other document required to be submitted in original as per tender requirement.

All documents submitted in physical form should be signed on all pages by the authorised signatory of the bidder and to be submitted in triplicate.

- 3.0** 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 bidders risk and may result in the rejection of its offer without seeking any clarifications.
- 4.0** OIL INDIA LIMITED (OIL) has upgraded its E-tender Portal. As part of the new system, the intending bidder must have Encryption Certificate along with Digital Signature Certificate (DSC) of Class III [Organization]. The date for implementation of new system is 12th April 2017 and the requirement of the new DSC will be applicable for the tenders floated on 12th April 2017 onwards. All our current and prospective esteemed bidders are therefore requested to acquire Class III DSC [Organization] along with Encryption Certificate issued by any of the Licensed Certifying Authorities (CA) operating under Controller of Certifying Authorities (CCA) of India as per Indian IT Act 2000. Guideline for getting Digital Signature and other related information are available on the e-tender website www.oilindia.com. The bid signed using any other digital certificate or digital certificate without organization name of the bidder, will be liable for rejection.
- 5.0** Encryption certificate is mandatorily required for submission of bid. In case bidder created response using one certificate (using encryption key) and bidder subsequently changes the digital signature certificate then the old certificate (used for encryption) is required in order to decrypt his encrypted response for getting the edit mode of his response. Once decryption is done, the bidder may use his new DSC certificate for uploading and submission of his offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of DSC certificate, Oil India Limited is not responsible.
- 6.0** All the Bids must be Digitally Signed using “Class 3” digital certificate (e-commerce application) with organisation name as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. The bid signed using other than “Class 3” digital certificate without organization name, will be liable for rejection.
- 7.0** For convenience of the qualified Bidders and to improve transparency, the rates/cost 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 from under “Notes & Attachment” (i.e. NO PRICE CONDITION), Bidders must upload their detailed Price-Bid as per the prescribed format under “NOTES & ATTACHMENT”, in addition to filling up the “TOTAL BID VALUE” tab taking into account the cost of all individual line items and other applicable charges like freight, tax, duties, levies etc. Under NO PRICE condition (i.e. Price Bid in attachment form), the “Total Bid Value” as calculated & quoted by the Bidder shall only be shared amongst the eligible bidders and Company will not assume any responsibility whatsoever towards calculation errors/omissions therein, if any. Notwithstanding to sharing the “Total Bid Value” or the same is whether filled up by the Bidder or not, Company will evaluate the cost details to ascertain the inter-se-ranking of bidders strictly as per the uploaded attachment and Bid Evaluation Criteria only. Online view of prices as above shall be available to the Bidders only upto seven days from the date of Price-Bid opening of the e-tender.
- 8.0** The items covered by this tender shall be used by Oil India Limited in the PEL/ML areas which are issued/renewed after 01/04/99 and hence Nil Custom Duty against Material Value valuing

INR 1.00 Lakh and above & Concessional IGST during import (**Oil India Limited being the direct importer**) will be applicable. Indigenous bidder shall be eligible for concessional rate of GST (for Invoice having Material Value of INR 1.00 Lakh and above) against Essentiality Certificate wherever applicable, as per Notification No. 08/2022 – Integrated/ Central Tax (Rate) dated 13th July, 2022. **However, Indian bidders are requested to quote actual rate of GST with HSN Code.**

- 9.0** Bidders must ensure that their bid is uploaded in the system before the tender closing date and time. Also, they must ensure that above documents which are to be submitted in a sealed envelope are also submitted at the above-mentioned address before the bid closing date and time failing which the offer shall be rejected.
- 10.0** Bidders are requested to examine the instructions, forms, terms and specifications in the bid. Failure to furnish an 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.
- 11.0** Please refer to Annexure-CCC (BEC/BRC) applicable against this tender. Please ensure compliance to BEC/BRC and submit the requisite documentation, failing which, offer may be liable for rejection.
- 12.0** To ascertain substantial responsiveness of the bid, OIL reserves the right to ask the bidder for clarifications in respect of Clauses covered under the BRC also and such clarifications fulfilling the BRC clauses must be received on or before the deadline given by the company, failing which, the offer will be summarily rejected.
- 13.0** The prices of the items should be quoted as per Annexure P and uploaded separately under the tab "Notes & Attachment".
- 14.0** Bid must be submitted electronically only through OIL's e-procurement portal. Bid submitted in any other form will be rejected.
- 15.0** Please refer to the "New Vendor Manual (effective 12.04.2017)" available in the login Page of the OIL's E-tender Portal.
- 16.0** OIL INDIA LIMITED (OIL) has upgraded its E-tender Portal. All the bidders are requested to go through the following two documents before uploading their bid. These documents are also uploaded as part of NIT.
- 15.1 Guidelines to Bidders for participating in OIL.
- 15.2 Instruction to bidder for submission.
- 17.0 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 ANNEXURE-K as under along with their offer failing which their offer shall be liable for rejection.**
- 18.0 Bids received in physical form against online invitation through e-portal shall be rejected** (except the documents specifically called for in hard copies, if any). Similarly, Bids received after the bid closing date and time shall be rejected. Also, modifications to bids received after the bid closing date & time shall not be considered.

19.0 Revision, clarification, addendum, corrigendum, time extension etc to the tender will be hosted on OIL website only. No separate notification shall be issued. Bidders are requested to visit OIL website regularly to keep themselves updated.

Yours Faithfully,

Sd-
(PRANTIK DUTTA)
SENIOR PURCHASE OFFICER (FP)
FOR GM-MATERIALS (HoD)

OIL INDIA LIMITED
(A Govt. of India Enterprise)
P.O. Duliajan-786602, Assam
Fax No. 91-374-2800533, E-mail:material@oilindia.in

Tender No. & Date : SSG2455P23/P3 06.01.2023

Tender Fee : INR 0.00 OR USD 0.00
Bid Security Amount : INR 0.00 OR USD 0.00
(or equivalent Amount in any currency)

Bidding Type : Two Bid

Bid Closing On : 22.02.2023 at 13:00 hrs. (IST)
Bid Opening On : 22.02.2023 at 13:00 hrs. (IST)

Performance Guarantee : Applicable

OIL INDIA LIMITED invites Global tenders for items detailed below:

Item No./ Mat. Code	Material Description	Quantity	UOM
10 03918699	<p>ACCESSORIES FOR COILED TUBING UNIT</p> <p>CONTINUOUS COILED TUBING REEL,1.25 INCH OD, WT 0.109 INCH WITH SHIPPING SPOOL CONFORMING TO API 5ST(LATEST EDITION)AS PER FOLLOWING SPECIFICATION:</p> <p>1. Grade: CT 80 as per API 5ST. 2. Specified outside diameter: 1.25 inch. 3. Specified wall thickness: 0.109 inch. 4. Length of coil: 15,800 feet(4,820M). 5. Plain end weight:1.33 lb/ft. 6. Pipe body yield load: 31,256lbs. 7. Hydro test pressure: 10,600 psi. 8. Minimum yield strength:80,000 psi. 9. Minimum tensile strength: 88,000 psi. 10. Elongation in 2.00 in,minimum(%):18.5 11. Maximum hardness:HRC 22. 12. Material: As per API 5ST latest edition. 13. Shipping spool dimensions: Maximum Dia:120"; Hub:6"; Core:72"; Minimum IW:62" & Maximum OW:80". The spool will be made of metal of appropriate grade.</p>	6	NO

Note description for item no./nos. : 10

- 1) Spool shall be made of metal of appropriate grade and the tubing must be plastic wrapped. Spool shall be properly protected by 0.5 to 1"x 4" wood around the diameter of the flange. There must be at least 2" of freeboard(tolerance) between the full reel and outside diameter of the flange.
- 2) Each coiled tubing reel (both inside and outside of the tubing) shall be protected from corrosion as per API 5ST latest edition.
- 3) Outer end connection of the coiled tubing shall have 2" FIG:1502 threaded half male union.
- 4) Goods, materials to be supplied shall be new, of recent make, of best quality & workmanship and shall be guaranteed by the seller for a period of 18 months from the date of dispatch/shipment or 12 months from the date of successful commissioning, whichever is earlier.
- 5)The bidder shall supply all test reports as per API 5ST latest edition in respect of chemical compositions,

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physical properties, hydrostatic test, hardness test and weld location record sheet for individual string along with the supply. The acceptable tolerance on OD is +0.01".

6) The bidder shall mention in its offer the Internal yield pressure, Collapse pressure and Torsional yield strength of the CT reel. Reports mentioning the Internal yield pressure, Collapse pressure and Torsional yield strength for individual string shall be submitted along-with the supply.

7) REEL MARKING shall be done as per API 5ST latest edition. However Manufacturer's serial no.(if any) for individual string as well as OIL's Purchase Order No. shall also be included.

8) PACKAGING: The coil loaded spool must be properly wrapped with weatherproof material to protect the coiled tubing against rusting, possible damage due to abrasion and corrosion due to saline water or any other reason during shipment.

9) Third Party Inspection: Material shall be inspected, tested & certified by OIL authorized Third party inspection Agency, viz, M/s Lloyds, M/s DNV, M/s BV, M/s RITES & M/s IRS only in accordance to API 5ST latest edition. The third party inspection certificates & inspection release note along with other documents shall be submitted by the supplier at the time of supply.

The scopes of inspection by TPIA are as under:

- a. Verification of all test reports in respect of chemical compositions, physical properties of material of construction.
- b. Dimensional and visual inspection of Coiled tubing before shipment.
- c. Witnessing of hydraulic test.
- d. To verify the Heat treatment and stress relieving test reports.
- e. Reel Marking as per the purchase order.
- f. Packaging: As per the purchase order.
- g. Review and ensure corrosion protection of the tubing (both inside and outside the tubing) as per API 5ST latest edition.
- h. Issue of inspection report/Certificate of satisfactory inspection.
- i. any other point as felt necessary by TPIA

Standard Notes:

1) CATEGORY OF VENDOR:

The bid should be from Original Equipment manufacturer (OEM). However, the bid(s) from authorised distributor(s) / authorised dealer(s) / authorised supply house(s) can also be considered, provided such bid(s) is/are accompanied with back-up authority letter (valid at the time of bidding) from the manufacturer authorising them to market their product(s).

The bidder has to explicitly indicate their category (as applicable) pertaining to tendered item(s) in their offer/quotation as listed below:

- (i) Manufacturer of tendered item(s)
- (ii) Authorised Distributor of OEM
- (iii) Authorised Dealer of OEM
- (iv) Authorised supply houses of OEM

If the bidder(s) is/are non-manufacturer of tendered item(s), then quotation(s)/bid(s) must be accompanied by back-up authority letter (valid at the time of bidding) from the manufacturer. OIL INDIA LIMITED reserves the right to reject bid(s) / offer(s) without back up authority letter on exclusive basis from manufacturer.

- 2) The tender will be governed by "General Terms & Conditions" for e-Procurement as per Booklet NO. Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders) including Amendment and Addendum.
- 3) Bidders have to indicate the minimum FOB / FCA charges in case of partial order for reduced quantity/items. In case this is not indicated specifically, the charges quoted would be prorated calculated and the same will be binding on the bidder.
- 4) Bidders are required to mention the weight of each item individually. QUOTATION must be submitted in TRIPLICATE with original company catalogues as well as necessary certificates.
- 5) Please mention clearly in your quotation the Net. Weight, Gross Weight & Volume, Indian Agent's Name and its Commission, Payment Terms, Ocean Freight/Air Freight Charges, Port of Loading, Delivery period, Country of origin with manufacturer's name, etc.
- 6) Bidders to take note of clause no.10.1.3 which has been added in Section-C, special terms & conditions for Indian bidders of General Terms and Conditions for Global Tender (MM/GLOBAL/01/2005-July2012) regarding transportation of materials.
- 7) The items covered by this enquiry shall be used by Oil India Limited in the PEL/ML areas which are issued/renewed after 01/04/99 and hence Nil Customs Duty against materials value of INR 1.00 Lakh and above & concessional IGST during import will be applicable. Indigenous bidder shall be eligible for concessional rate of GST (for invoice valuing INR 1.00 Lakh and above) against Essentiality Certificate wherever applicable, as per Notification No. 08/2022- Integrated/ Central Tax (Rate) dated 13th July, 2022. However, Indian bidders are requested to quote actual rate of GST with HSN Code.
- 8) The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The bidder has to submit both the "TECHNO-COMMERCIAL UNPRICED BID" and "PRICED BID" through electronic form in OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The

Techno-Commercial Bid is to be submitted as per Scope of Work & Technical Specification of the Tender and the Priced Bid as per the Online Price Bid Format. The Techno-Commercial Bid should be submitted in the "Technical Rfx", while the prices are to be quoted in "Notes & Attachment" Tab.

- 9) 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, if applicable, shall also be enhanced considering the quoted ocean freight charges.
- 10) 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 container(s) at discharging port.
- 11) All foreign bidder(s) should note that a new clause on shipment of the goods by sea from port of export to the Indian port (i.e. Kolkata port unless otherwise specified) has been included in the tender through an addendum to "General Terms and Conditions for Global Tender" (MM/GLOBAL/01/2005). The addendum is also available in OIL's Website (www.oil-india.com). Bidder(s) is/are requested to take note of the same and to submit their offer(s) accordingly.
- 12) The General Terms & Conditions for Global Tenders (MM/GLOBAL/01/2005)" has been amended and the Amendment dated 06.08.2018 has been issued in this regard which is uploaded in OIL Website. Bidders to note the changes made to "The General Terms & Conditions for Global Tenders (MM/GLOBAL/01/2005)" and to submit their offers complying with the same.
- 13) In view of implementation of GST w.e.f. 01.07.2017, The General Terms & Conditions for Global Tenders (MM/GLOBAL/01/2005)" has been amended and the Addendum dated 21.08.2017 has been issued in this regard which is uploaded in OIL Website. Bidders to note the changes made to "The General Terms & Conditions for Global Tenders (MM/GLOBAL/01/2005)" and to submit their offers complying with the same.
- 14) No price should be given in the above Technical Rfx otherwise the offer will be rejected.
- 15) Bidders are required to quote with minimum validity of **120 days** from the Bid Closing Date as per NIT requirement. BIDS with lesser validity shall be rejected.
- 16) No Bid Security / Earnest Money Deposit (EMD) is required to be submitted against this tender. Instead of EMD/Bid Security, all the bidders shall be required to sign a **"Bid securing declaration"** accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the NIT/Purchase order, they shall be suspended for the period of two (2) years. This suspension of two years shall be automatic without conducting any enquiry.
- 17) Bidders shall submit "Bid Securing Declaration" as per enclosed **PROFORMA-4** along with their Technical bids.
- 18) **PERFORMANCE SECURITY:**
Successful bidder shall be required to furnish a Performance Security equivalent to 3(three) percent (3%) of total Order Value within 30 days of receipt of LOI/notification of award. The

performance security must be in the form of Bank Guarantee (PROFORMA -3) or in the form of a Bank Draft/Cashier's cheque/Banker's cheque to designated account of OIL or Fixed Deposit Receipt (account OIL INDIA LIMITED) or irrevocable Bank Guarantee or irrevocable Letter of Credit (LC) from:

A) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder/service provider, or

i) In case of foreign CONTRACTOR/service provider, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India. Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India. Bank Guarantee issued by a Scheduled Bank of India at the request of some other Non-Schedule Bank of India shall not be acceptable

ii) The domestic CONTRACTOR/service provider(s) will have to submit the Bank Guarantee from any of the scheduled banks and on non-judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker.

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

B) The Performance Security shall be denominated in the currency of the contract.

C) The Performance Security specified above must be valid for minimum of 03 (three) months beyond the Warranty Period. The Performance Security will be discharged by COMPANY not later than 30 days following its expiry of claim period. In the event of any extension of the Contract period, Bank Guarantee should be extended by CONTRACTOR by the period equivalent to the extended period.

D) The Performance Security shall be encashed by COMPANY on account of CONTRACTOR's failure to fulfil its obligations under the Contract and/or non-performance /unsatisfactory of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non-performance/unsatisfactory performance.

E) The Performance Security will not accrue any interest during its period of validity or extended validity.

F) Bank charges, if any for submission of performance security shall be on supplier's account.

G) The validity of Bank Draft/Cashier's cheque/Banker's cheque should not be less than 3 months at the submission to OIL.

H) Non-submission of Performance Security as above by the successful Bidder shall lead to cancellation/termination of award including forfeiture of their Bid Security, besides other penal actions as per OIL's Banning Policy. Bidders should undertake in their bids to submit Performance Security as stated above.

I) In case Annual Maintenance Contract (AMC) is required and OIL intends to enter into a separate contract with the successful bidder for AMC, the Successful bidder must undertake to submit separate Performance Security against the AMC at the applicable rate & validity to be stipulated in the contract.

19) Bidders should submit their bids incorporating the following details:

- (i) GST Registration Details of the Supplier:
- (ii) Item-wise HSN Code:
- (iii) Applicable Rate of GST:

20) Bidders to note: OIL Duliajan's GSTIN No.: 18AAACO2352C1ZW.

21) Bidders to take special note of the following conditions:

- a) Bidders without having E-tender Login ID and Password should complete their online registration at least seven (7) days prior to the scheduled bid closing date and time of the tender. For online registration, Bidder may visit the OIL's E-tender site <https://etender.srm.oilindia.in/irj/portal>.
- b) Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/ incomplete registration by Bidder, Oil India Limited shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.

22) PUBLIC PROCUREMENT POLICY AND PURCHASE PREFERENCE TO MICRO AND SMALL ENTERPRISES:

Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette notification no. CG-DL-E-26062020-220191 dated 26.06.2020 issued by Ministry of Micro, Small and Medium Enterprises.

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

- a) Udyam Registration No. with Udyam Registration certificate

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

23) For availing benefits under Public Procurement Policy (Purchase preference), the interested MSE Bidders must ensure that they are the manufacturers of tendered item(s) and registered with the appropriate authority (as mentioned above) for the said item(s).

24) 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 addition to uploading in e-tender portal) in sealed envelope super scribed with Tender no. and Due date to The Head 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) Original Bid Security (if applicable).

- b) Detailed Catalogue.
- c) Any other document required to be submitted in original as per tender requirement.

All documents submitted in physical form should be signed on all pages by the authorised signatory of the bidder and to be submitted in triplicate.

- 25)** 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 the rejection of its offer without seeking any clarifications.
- 26)** Bidder's response to all NIT stipulations shall clearly be defined. Bidder shall furnish specific details/ specifications of all major components, systems with Make & Model; etc. Generalised response like - 'As per NIT Specifications/ Technical Leaflet', 'Noted', 'and Accepted' or in any similar fashion is not acceptable.
- 27)** 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 the company, failing which the offer will be summarily rejected.
- 28) OPPORTUNITY FOR START-UPS:** In case a Start-up [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 Start-up/ 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 Start-up, following documents shall be given:
- i.** Certificate of Recognition issued by the Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India.
 - ii.** Certificate of incorporation.
 - iii.** 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 Start-up/ MSE with the intent to place a TRIAL or TEST Order, provided the Start-up/ MSE meet the Quality and Technical Specifications.
- In case the Start-up/ 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 Start-up/ MSE.

- 29)** 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, "**Annexure-XX**" 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 country which shares a land border with India "for the purpose of this Order means: -

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

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 or 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.

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

VI. The successful bidder shall not be allowed to sub-contract any job related to the procurement (e.g. installation and commissioning, Annual Maintenance Contract etc.) to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

21) In case of imported items, the Seller shall submit "Certificate Of Origin" issued only by "Chamber of Commerce" along with the shipping documents."

30) FURNISHING FRAUDULENT INFORMATION/ DOCUMENT:

(a) 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.

(b) However, along with the technical bid, bidders must submit duly filled undertaking as per format provided vide, "Annexure-K" as undertaking towards submission of authentic information/documentation as per the format provided in Tender Special Note.

31) APPLICABILITY OF BANNING POLICY OF OIL INDIA LIMITED: Banning Policy dated 6th January, 2017 as uploaded in OIL's website and revised guidelines of banning/debarment vide OM no. F.1/20/2018-PPD dated 02.11.2021 issued by Department of Expenditure, Ministry of Finance, Govt of India will be applicable against the tender (and order in case of award) to deal with any agency (bidder/contractor/supplier/vendor/service provider) who commits deception, default, fraud or indulged in other misconduct of whatsoever nature in the tendering process and/or order execution processes.

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

- 31) CONFIRMATION OF BID SECURITY/ PERFORMANCE SECURITY:** The following clause is applicable for bid security/ performance security submitted in the form of bid bond/ LC. Bidders are requested to strictly comply to this clause:

“The Bank Guarantee issuing bank branch must ensure the following:

The Bank Guarantee issued by the bank must be routed through SFMS platform as per the following details:

- (i) MT 760/MT 760 COV for issuance of bank guarantee.
- (ii) MT 760/MT 767 COV for amendment of bank guarantee.

[Tender Number should reflect in the SFMS text under MT 760/MT 760 COV]

The above message/intimation shall be sent through SFMS by the BG issuing Bank branch to ICICI Bank, Duliajan Branch, IFSC Code- ICIC0000213, Branch Address: ICICI Bank Ltd, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602. The Bank details are as under:

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

- 32)** Revision, clarification, addendum, corrigendum, time extension etc. to the tender will be hosted on OIL website only. No separate notification shall be issued. Bidders are requested to visit OIL website regularly to keep them updated.
- 33)** Oil India Limited (OIL) has upgraded its E-tender Portal. As part of the new system, the intending bidder must have Encryption Certificate along with Digital Signature Certificate (DSC) of Class III [Organization]. The date for implementation of new system is 12th April 2017 and the requirement of the new DSC will be applicable for the tenders floated on 12th April 2017 onwards. All our current and prospective esteemed bidders are therefore requested to acquire Class III DSC [Organization] along with Encryption Certificate issued by any of the Licensed Certifying Authorities (CA) operating under Controller of Certifying Authorities (CCA) of India as per Indian IT Act 2000. Guideline for getting Digital Signature and other related information are available on the e-tender website www.oilindia.com. The bid signed using any other digital certificate or digital certificate without organization name of the bidder, will be liable for rejection.
- 34)** Encryption certificate is mandatorily required for submission of bid. In case bidder created response using one certificate (using encryption key) and bidder subsequently changes the digital signature certificate then the old certificate (used for encryption) is required in order to decrypt his encrypted response for getting the edit mode of his response. Once decryption is done, the bidder may use his new DSC certificate for uploading and submission of his offer. It

is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of DSC certificate, Oil India Limited is not responsible.

- 35) ONLINE VIEWING OF PRICE BY BIDDERS:** For convenience of the qualified Bidders and to improve transparency, the rates/costs quoted by bidders against OIL's e-tenders shall be available for online viewing by such Bidders whose price bids are opened by Company. A Bidder can view item-wise rates/ costs of all other such peer bidders against the tender immediately after price bid opening, if the e-tender is floated by Company with PRICE CONDITION. In case the Price-Bid is invited by Company through attachment form under "Notes & Attachment" (i.e., NO PRICE Condition), Bidders must upload their detailed Price-Bid as per the prescribed format under "Notes & Attachment", in addition to filling up the "Total Bid Value" Tab considering the cost of all individual line items and other applicable charges like freight, tax, duties, levies etc. Under NO PRICE Condition (i.e. Price Bid in attachment form), the "Total Bid Value" as calculated & quoted by the Bidder shall only be shared amongst the eligible bidders and Company will not assume any responsibility whatsoever towards calculation errors/ omissions therein, if any. Notwithstanding to sharing the "Total Bid Value" or the same is whether filled up by the Bidder or not, Company will evaluate the cost details to ascertain the inter-se-ranking of bidders strictly as per the uploaded attachment and Bid Evaluation Criteria only. Online view of prices as above shall be available to the Bidders only upto seven days from the date of Price-Bid opening of the e-tender.
- 36)** Bidders to take note of clause no. 21.1.3 of the General Terms & Conditions for E-procurement of Indigenous Tenders vide Booklet No. MM/LOCAL/E-01/2005 regarding transportation of materials.
- 37)** Please refer Annexure-CCC for BEC/ BRC applicable against this tender. Please ensure compliance to BEC/ BRC and submit requisite documentation, failing which offer may be liable for rejection.
- 38)** Bid must be submitted electronically only through OIL's e-procurement portal. Bid submitted in any other form will be rejected.
- 39)** Please refer to the "New Vendor Manual (effective 12.04.2017)" available in the login Page of the OIL's E-tender Portal.
- 40)** OIL INDIA LIMITED (OIL) has upgraded its E-tender Portal. All the bidders are requested to go through the uploaded document named "Guidelines & Instruction to bidders-MM-Global GTC" before uploading their bid.
- 41)** The prices of the items should be quoted as per **Annexure-P** and uploaded separately under the tab "Notes & Attachment".
- 42)** All the Bids must be Digitally Signed using "Class 3" digital certificate (e-commerce application) only as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. The bid signed using other than "Class 3" digital certificate, will be liable for rejection.

43) Note to Foreign bidders

37.1) TAX RESIDENCY CERTIFICATE CLAUSE:

1. In accordance with Income Tax Act, 1964 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):

- (i) Tax residency certificate (Current) from the Government / Tax Department of the country of residence;
- (ii) Form 10F as per Rule 21AB of the Indian Income Tax Rules, 1962;
- (iii) No-Permanent Establishment in India Declaration.

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 10F and No-Permanent Establishment in India Declaration 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. However, in the cases of pure supply of goods (other than the cases of procurement of software or any other intellectual property), the following modalities will be adopted:

- a. If there exists a DTAA between India and the country of tax residency of the supplier:

Since the above amendment in Section 9(1) would not have any bearing on DTAA provisions, the receipts of the supplier may continue to be treated as non-taxable under DTAA, subject to fulfilment of following conditions:

- (i) Remittances are to be made exclusively for supply of goods and no service of any kind is to be rendered by the non-resident whether in or outside India.
- (ii) Risk and title to the goods passes from the non-resident supplier to OIL outside India.
- (iii) Payment would be received by the non-resident supplier outside India; and
- (iv) The non-resident, at its option,

furnishes copy of a valid Tax Residency Certificate (TRC), Form 10F and confirms that it does not have a Permanent Establishment (PE) in India in terms of the applicable Double Taxation Avoidance Agreement (DTAA)

OR

A nil Tax Deduction Certificate from the Income Tax Authority of India with requisite jurisdiction.

- b. If the non-resident supplier obtains a certificate u/s. 197/195(3) - TDS need to be deducted as per the directions contained in such certificate.

- c. In any other case - (i.e. where there is no DTAA) and supply involves pure supply of goods and payment exceeds Rs. 2 Crore as per amendment u/s 9(1); The non-resident shall be deemed to constitute Business connection in India and in such a situation TDS has to be made based on

a 197/195(3)/195(2) certificate issued by the Income Tax Authorities in India in order to avoid any future litigation."

44) Note to Indian bidders:

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 (1H) 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 ... 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 (1H) of income tax Act, 1961.

45) 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 amended from time to time. Clause on applicability of Purchase Preference (linked with local content) policy in the tender is furnished as **APPENDIX - A1** 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 along with 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 along with 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.

46) Financing of trade receivables of Micro and Small Enterprises (MSEs) through Trade Receivables Discounting System (TReDS) platform.

Based on the initiatives of Government of India to help MSE vendors get immediate access to liquid fund based on Buyers credit rating by discounting, OIL has registered itself on TReDS platform with M/s RXIL and M/s A TREDS Ltd. (Invoice Mart). MSE vendors can avail this benefit by

registering themselves with any of the exchanges providing e-discounting / electronic factoring services on TReDS platform and following the procedures defined therein, provided OIL is also participating in such TReDS Platform as a Buyer.

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

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

(iii) OIL shall not be liable for any special, indirect, punitive, incidental, or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.

Note:

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

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

47) Registration of suppliers on Government e-Market place (GeM) under rule 150 of General Financial Rule (GFR 2017):

a) In line with O.M. 6/9/2020-PPD dated 24.08.2020 issued by Department of Expenditure, Ministry of Finance, Government of India, it shall be mandatory for sellers providing Goods and Services to Oil India Limited to be registered on GeM and obtain a unique seller ID, at the time of placement of order/acceptance of contract. This ID shall invariably be incorporated in every supply order/contract/agreement/ purchase order while awarding any contract / order for procurement by Oil India Limited governed by the GFRs 2017. In this regard, the bidder/seller providing goods and services to Oil India Limited has to mandatorily register on Government E-Marketplace (GeM) [Website: www.gem.gov.in] and obtain a unique GeM seller ID.

b) The Indian bidder has to mandatorily indicate the GeM seller ID in their offer/bid/proposal to facilitate to comply with the aforementioned Office Memorandum.

48) COUNTRY OF ORIGIN:

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

49) 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.

50) Miscellaneous Notes:

(i) 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.

(ii) 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.

(iii) 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 trans-shipment and consequent handling/storage of the goods.

(iv) 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.

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

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

(vii) Indian Bidders shall indicate the following in their offer:

(a) 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.

(b) 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).

(c) 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.

(d) Inland transportation charges from dispatch point to designated Project Site/dump area/dump yard including loading, unloading of Line Pipes/Bend at Project Site/Warehouse. The prices should be inclusive of all taxes, duties, levies etc.

(viii) Foreign Bidders shall indicate the following in their offer:

(a) Bidders shall submit their unit & total prices on FOB – International Port of Shipment, and CIF – 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.

(b) 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.

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

(x) 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.

(xi) 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.

(xii) 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.

51) The Integrity Pact is **APPLICABLE** against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide **Annexure XII** of the tender document. This Integrity Pact proforma has been duly signed by OIL's competent signatory. The pro forma has to be uploaded by the bidder (along with the technical bid) duly signed by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid.

The names of the OIL's Independent External Monitors at present are as under:

i) Shri Sutanu Behuria, IAS (Retd.)

E-mail: sutanu2911@gmail.com

ii) Dr. Tejendra Mohan Bhasin,

Former Vigilance Commissioner, CVC

E-mail: tmbhasin@gmail.com

iii) Shri Om Prakash Singh, IPS (Retd.),

Former DGP, Uttar Pradesh

E-mail: Ops2020@rediffmail.com

52) Third party Inspection(TPI)

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

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

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

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

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

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

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

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

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

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

K) Third party inspection of items will be carried out by any of the TPI agencies indicated below. The details of Third party inspection agency shall be provided after placement of Purchase order:

- i) M/s Lloyds.
- ii) M/s Bureau Veritas
- iii) M/s RITES
- iv) M/s I.R.S
- v) M/s Tuboscope Vetco (To be considered after opening of office in India).
- vi) M/s DNV-GL

Scope of TPI

Third Party Inspection: Material shall be inspected, tested & certified by OIL authorized Third party inspection Agency, viz, M/s Lloyds, M/s DNV, M/s BV, M/s RITES & M/s IRS only in accordance to API 5ST latest edition. The third party inspection certificates & inspection release note along with other documents shall be submitted by the supplier at the time of supply.

The scopes of inspection by TPIA are as under:

- a. Verification of all test reports in respect of chemical compositions, physical properties of material of construction.
- b. Dimensional and visual inspection of Coiled tubing before shipment.
- c. Witnessing of hydraulic test.
- d. To verify the Heat treatment and stress relieving test reports.

- e. Reel Marking as per the purchase order.
- f. Packaging: As per the purchase order.
- g. Review and ensure corrosion protection of the tubing (both inside and outside the tubing) as per API 5ST latest edition.
- h. Issue of inspection report/Certificate of satisfactory inspection.
- i. any other point as felt necessary by TPIA

Special Notes:

1.0 Annexure-K

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

Ref. No _____

Date _____

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your tender No. _____ Dated _____

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

Sir,

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

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

2.0 PROFORMA-4

DECLARATION FOR BID SECURITY

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 INDIA LIMITED 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: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

3.0 Annexure-B

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

Ref. No _____ Date _____
Tender No. _____ Dated _____

OIL INDIA LIMITED

#####

#####

Dear Sirs,

"We have read the clause regarding restrictions on procurement from a bidder or a country which shares a land border with India; We certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority.

We hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where evidence of valid registration by the Competent Authority shall be attached.]"

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

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

FORMAT OF PERFORMANCE BANK GUARANTEE

(TO BE FURNISHED BY THE CONTRACTOR IN CASE OF SUBMITTING PERFORMANCE SECURITY IN THE FORM OF BANK GUARANTEE AFTER ISSUE OF LOA)

To,
M/s. OIL INDIA LIMITED,
CONTRACTS/MATERIALS/PROJECTS DEPARTMENT
DULIAJAN, ASSAM, INDIA, PIN – 786602

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

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

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

UNDERTAKING BY VENDOR ON SUBMISSION OF BANK GUARANTEE

To,
Oil India Limited
Contracts/Materials/Projects Department
Duliajan, Assam - 786602

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

BG issuing bank details:

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

Declaration:

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

Authorized Signature: _____

Name: _____

Vendor Code: _____

Email ID: _____

Mobile No.: _____

Enclosure: Original bank guarantee

BID REJECTION CRITERIA/BID EVALUATION CRITERIA

Tender no.: SSG2455P23/P3

Bidder's Name: M/s.

In addition to BRC/BEC criteria vide SECTION – 'D' of General Terms and Conditions for Global Tender (MM/ GLOBAL/E01/2005-July2012) including amendment thereof, the following clause will be applicable against this tender:

A) BID REJECTION CRITERIA (BRC):

The bids shall conform to the specifications, terms and conditions given in the tender. Bids shall be rejected in case the item(s) offered do not conform to technical specifications and to the respective international / national standards wherever stipulated.

Notwithstanding the general conformity of the bids to the stipulated specifications, and terms & conditions, the following requirements shall have to be particularly met by the bidders, without which the offer will be considered as non-responsive and rejected. All the documents related to BRC must be submitted along with the technical bid.

SECTION - A.1 (TECHNICAL)

Bidder must meet the following criteria failing which the bid shall be rejected :

Clause No.	Clause / Description	<u>Bidders Remarks</u> Complied / Not Complied / Deviation	Bidder to indicate Relevant Page No of their Bid to support the Remarks / compliance
1.0	<u>QUALIFICATION CRITERIA:</u>		
1.1	The bidder shall be an Original Equipment Manufacturer (OEM) of Coiled Tubing Reel for Coiled Tubing Unit, or shall be an authorized agent / dealer / distributor / supply house of an Original Manufacturer of Coiled Tubing Reel for Coiled Tubing Unit.		
1.2	The Original Equipment Manufacturer (OEM) of Coiled Tubing Reel for Coiled Tubing Unit shall be holding a valid API-5ST certificate for manufacturing of the coiled tubing and the Valid API 5ST certificate shall be submitted along with the technical bid.		
1.3	In case the bidder is quoting as authorized agent / dealer / distributor / supply house, copy of valid authorization letter / dealership certificate with warranty/ guarantee back up on the supplied product from the Original Manufacturer (the principal) shall be submitted along with the technical bid.		
2.0	<u>EXPERIENCE CRITERIA:</u>		
2.1	<u>IN CASE, THE BIDDER IS AN ORIGINAL EQUIPMENT MANUFACTURER OF THE TENDERED ITEM(S):</u>		
2.1.1	The bidder shall have experience of successful execution of single order for minimum 50% of tender quantity for each tender item or 100% quantity of any one of the tendered item, in last 5 years preceding the original bid closing date of the tender, to any E&P company or service provider to an E&P company, either by themselves or through their agent / dealer / distributor / supply house.		

Clause No.	Clause / Description	Bidders Remarks Complied / Not Complied / Deviation	Bidder to indicate Relevant Page No of their Bid to support the Remarks / compliance
2.2	<u>IN CASE THE BIDDER IS AN AUTHORISED AGENT/DEALER/DISTRIBUTOR/SUPPLY HOUSE:</u>		
2.2.1	The OEM (principal) shall fulfill the experience criteria mentioned in clause 2.1.1 mentioned above.		
2.3	The bidder shall submit documents in support previous supply experience of the principal (OEM), as applicable under clause Nos. 2.1.1 and 2.2.1 mentioned above as follows:		
(i)	Copy(ies) of Purchase Order(s)/Contract document(s), and		
(ii)	Any one or combination of the following documents that confirms the successful execution of each of the purchase order(s) / contract(s) - - Completion report/performance certificate from the clients, - Bill of lading, - Delivery challan/Invoice etc. - Any other documentary evidence that can substantiate the successful execution of each of the Purchase Order(s)/contract(s) cited above.		
<u>SECTION (A.2) FINANCIAL EVALUATION CRITERIA</u>			
1)	<u>Annual Turnover :</u> The bidder shall have an annual financial turnover from Operations of minimum INR 74.00 lacs or USD 88,890.00 during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date, irrespective of whether their bid is for all the tendered items or not. {Annual Financial Turnover of the bidder from operations shall mean -"Aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91). }		
2)	"Net Worth" of the bidder should be positive for the financial/accounting year just preceding to the original Bid Closing Date of the Tender (i.e., year 2021-22). { Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium - Aggregate value of accumulated losses (excluding revaluation reserves) - deferred expenditure - Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation". }		

Clause No.	Clause / Description	<u>Bidders Remarks</u> Complied / Not Complied / Deviation	Bidder to indicate Relevant Page No of their Bid to support the Remarks / compliance
3)	<p>Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking (PROFORMA – 8) certifying that the balance sheet/Financial Statements for the financial year 2021-22 has actually not been audited so far.</p>		
NOTES:	<p>a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid:-</p> <p>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).</p> <p>OR</p> <p>ii) Audited Balance Sheet along with Profit & Loss account. In case of foreign bidders, self-attested/digitally signed printed published accounts are also acceptable.</p> <p>b) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.</p>		
4)	<p>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\$.</p>		

Clause No.	Clause / Description	<u>Bidders Remarks</u> Complied / Not Complied / Deviation	Bidder to indicate Relevant Page No of their Bid to support the Remarks / compliance
5)	<p>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:</p> <p>(i) Turnover of the parent/ultimate parent/holding company should be in line with Para A.2 (1.0) above.</p> <p>(ii) Net Worth of the parent/ultimate parent/holding company should be positive in line with Para A.2 (2.0) above</p> <p>(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.</p> <p>(iv) Documents to substantiate that the bidder is as 100% subsidiary of the parent/ultimate parent/holding company.</p>		
SECTION (A.3) - COMMERCIAL:			
1.0	Bids are invited under Single Stage Two Bid System. Bidders shall quote accordingly under Single Stage Two Bid System.		
2.0	Bidders must confirm that Goods/materials to be supplied shall be brand new (of recent make) and of the best quality and workmanship and shall be guaranteed for a period of 12 months from the date of supply against any defects arising from faulty materials, workmanship or design. Defective goods/materials or parts rejected by OIL shall be replaced by the supplier at the supplier's expenses without any extra cost to OIL.		
3.0	The prices offered shall have to be firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and rejected.		
4.0	Bids received in physical form against online invitation through e-portal shall be rejected (except the documents specifically called for in hard copies, if any). Similarly, Bids received after the bid closing date and time shall be rejected. Also, modifications to bids received after the bid closing date & time shall not be considered.		
5.0	Bids containing incorrect statement shall be rejected.		

Clause No.	Clause / Description	<u>Bidders Remarks</u> Complied / Not Complied / Deviation	Bidder to indicate Relevant Page No of their Bid to support the Remarks / compliance
6.0	Validity of the bid shall be minimum 120 days in case of Single Stage Two Bid System from the date of Bid closing Date. Bids with lesser validity shall be rejected.		
7.0	Evaluation of Bid shall be done on individual item basis.		
8.0	Successful bidder shall be required to furnish a Performance Security equivalent to three percent (3%) of total evaluated value of the Purchase Order. Bidders should undertake in their bids to submit Performance Security as stated above		
9.0	A bid shall be rejected straightway if it does not conform to any one of the following clauses: (a) Validity of bid shorter than the validity indicated in the Tender. b) In case the Party refuses to sign Integrity Pact (if applicable). c) Non submission of Bid security declaration as per PROFORMA-4 .		
10.0	PRICE SCHEDULE: Bidder shall submit the Price Break up as per Price Bid Format (ANNEXURE - P). Bidders should fill up the annexure(s), sign and upload under "Notes & Attachments" > "Attachments" only.		
11.0	11.0 Bidder must 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) Guarantee of material iii) Arbitration / Resolution of Dispute iv) Force Majeure v) Applicable Laws		
<u>(B) BID EVALUATION CRITERIA (BEC) :</u>			
	The bids conforming to the specifications, terms and conditions stipulated in the tender and considered to be responsive after subjecting to the Bid Rejection Criteria shall be considered for further evaluation as per General Terms and Conditions for Global Tender and the Bid Evaluation Criteria given below:		
1)	The evaluation of bids shall be done as per the Price Bid Format (ANNEXURE - P) provided in the Tender		
2)	If there is any discrepancy between the unit price and the total price, the unit price shall prevail and the total price shall be corrected accordingly. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.		

Clause No.	Clause / Description	<u>Bidders Remarks</u> Complied / Not Complied / Deviation	Bidder to indicate Relevant Page No of their Bid to support the Remarks / compliance
3)	For conversion of foreign currency into Indian currency, B.C. selling (Market) rate declared by State Bank of India, one day prior to the date of price bid opening shall be considered. However, if the time lag between the opening of the bids and final decision exceed 3(three) months, then B.C. Selling(Market) rate of exchange declared by SBI on the date prior to the date of final decision shall be adopted for conversion and evaluation.		
4)	To ascertain the inter-se-ranking, bid prices shall be converted into Indian Rupees and the comparison of responsive bids shall be made strictly as per online Price bid format, subject to corrections / adjustments, if any.		
5)	Other terms and conditions of the enquiry shall be as per General Terms and Conditions for Global Tender. However, if any of the Clauses of the Bid Rejection Criteria / Bid Evaluation Criteria (BEC / BRC) mentioned here contradict the Clauses in the General Terms & Conditions of Global Tender of the tender and/or elsewhere, those mentioned in this BEC / BRC shall prevail.		

**(TO BE EXECUTED BY THE AUTHORIZED SIGNATORY OF THE BIDDER ON THE
OFFICIAL LETTER HEAD OF THE BIDDER)**

CERTIFICATE OF COMPLIANCE TO FINANCIAL CRITERIA

Ref: Financial Criteria under Note of BEC/BRC of Tender No.

I _____ the authorized signatory(s) of
_____ (Company or Firm name with address) do hereby
solemnly affirm and declare/ undertake as under:

**The balance sheet/Financial Statements for the financial year _____ have actually not
been audited as on the Original Bid Closing Date.**

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

Note: Please note that any declaration bearing date after the Original Bid Closing Date will not be considered and will be rejected. This certificate is 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.

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY CONCERN

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

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

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

Place:

Date:

Seal

Membership No:

Registration Code:

Signature

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.

Guidelines to Bidders for participating in OIL's e-Procurement tenders

OIL INDIA LIMITED (OIL) has upgraded its E-tender Portal. As part of the new system, the intending bidder must have Encryption Certificate along with Digital Signature Certificate (DSC) of Class III [Organization]. The date for implementation of new system is 12th April 2017 and the requirement of the new DSC will be applicable for the tenders floated from 12th April 2017. All our current and prospective esteemed bidders are therefore requested to acquire Class III DSC [Organization] along with Encryption Certificate issued by any of the Licensed Certifying Authorities (CA) operating under Controller of Certifying Authorities (CCA) of India as per Indian IT Act 2000. Guideline for getting Digital Signature , New procedure for submission of response in system , system setting & other related informations are available on the website www.oil-india.com .

Bid invitations (Tenders)

1. The details of e-Procurement tenders can be accessed from our **e-Procurement** site <https://etender.oilindia.in/irj/portal> .
- 2.If you do not have a user id, please click on Guest login button to view available open tenders.
- 3.For obtaining User ID and Password , interested bidders are requested to go for Online Registration. Please do go to the url: <https://etender.srm.oilindia.in/irj/portal> And go to the link Supplier Enlistment for E-Tender .

Pre-requisites to submit tenders on line

- 1.Bidder should have a valid User Id to access OIL e-Procurement site.
2. Bidder should have a legally valid digital certificate with Organization Name alone with 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 as per Indian IT Act 2000.
3. Bidder should have paid the requisite tender fee, if applicable for the Bid Invitation. If you are exempt from paying tender fee, you should have got an exemption from the Tender Officer.
4. Bidder should fulfill any other pre-requisites mentioned in the tender documents of a specific tender.

Obtaining User Id to access OIL e-Procurement site

1. For obtaining User ID and Password, interested bidders are requested to go for Online Registration. Please do go to the url: <https://etender.srm.oilindia.in/irj/portal> And go to the link Supplier Enlistment for E-Tender. Other details can be viewed in www.oil-india.com.

Bidders are advised to apply for user ID at least 7 days prior to the last date of tender fee payment for their own interests. User ID's shall be processed within 4 days subject to furnish complete information by the bidder. OIL shall not be responsible for any delays in allocation of user ID/password and other tender related formalities.

2. Once the registration is completed Initially user id and password will be assigned to the bidder.

Instructions for obtaining Digital Signature & Encryption Certificate (DSC)

1. In order to bid for OIL e-tenders all the vendors are required to obtain a legally valid Digital Certificate Class III [Organization] along with Encryption Certificate as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

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 eTendering the DSC token should be connected to your system.

The cost of obtaining the digital certificate shall be borne by the vendor.

2.Steps for obtaining Digital Certificate & Encryption Certificate

Visit the site of the licensed CA* using internet browser (<http://www.cca.gov.in/>)

Apply online for Digital Certificate Class III [Organization] along with Encryption Certificate for the designated individual with organization name. Ensure the Digital Certificate is legally valid in India.

For making payment and submission of documents required for issue of the Digital Certificate & Encryption, follow the instructions on the CA's website.

Use the class III Digital Certificate [Organization] & Encryption Certificate thus obtained for online bidding on OIL e-Procurement site.

***Links to some licensed CA's are provided below**

1. <http://www.safescrypt.com/>
2. <http://www.tcs-ca.tcs.co.in/>
3. <http://www.mtnltrustline.com/>
4. <http://www.gnvfc.com/> etc

3. Technical Settings

Web Browser: Internet explorer ver8.0 or higher recommended.

Proxy: If you are unable to access OIL e-Procurement site or Bid Documents, check if you are using proxy to connect to internet or if your PC is behind any firewall. Contact your system administrator to enable connectivity. Please note that Port for HTTPS connectivity should be enabled on your proxy/firewall. Dial-up internet connectivity without Proxy settings is another option.

Pop-ups: Pop-ups should be enabled on OIL e-Procurement URL and Bid Documents URLs. This is required to view tender documents.

Active-X Controls: Maintain the settings as described in Internet Explorer settings document to enable digital signature signing and verification.

Recommended Screen Resolution: 1024 by 768 pixels.

Internet Speeds: If you are experiencing slow connectivity to OIL e-Procurement, then contact your system administrator or ISP provider for desirable speeds.

INTERNET EXPLORER SETTING

The system requirement for e-bidding is PC/Laptop having windows Operating System, Internet explorer browser & internet broadband connectivity. Following settings are required to be carried out in pc/laptop for proper functioning of digital signature in OIL e-tender application. Before using etender site for bidding, ensure that the below mentioned settings in Internet Explorer are properly configured.

Step1

Open internet explorer-> tools-> internet options -> security tab: trusted sites->add the site :-> <https://etender.srm.oilindia.in/irj/portal>

Step2

Open internet explorer->tools->internet options->security tab->trusted sites ->custom level ->disable the „use pop-up blocker ☐ option. Under the head „miscellaneous ☐ set custom setting to low or medium. Press ok button to save the settings.

Step3

Open internet explorer->tools->internet options->privacy tab->untick the Turn on pop-up Blocker check box. Open internet explorer->tools->internet options->privacy tab ->set the level to „Accept all cookies ☐

Press ok button to save the settings.

Step4

Turn off pop-up blocker / remove any toolbar programs like rediff toolbar, yahoo toolbar etc. from your PC using add/remove programs. Restart the computer.

Step5

Changing the zoom level of IE to exactly 100%. The „Zoom level□ option is available on the right side bottom of the internet explorer screen. Set the zoom level to 100%.

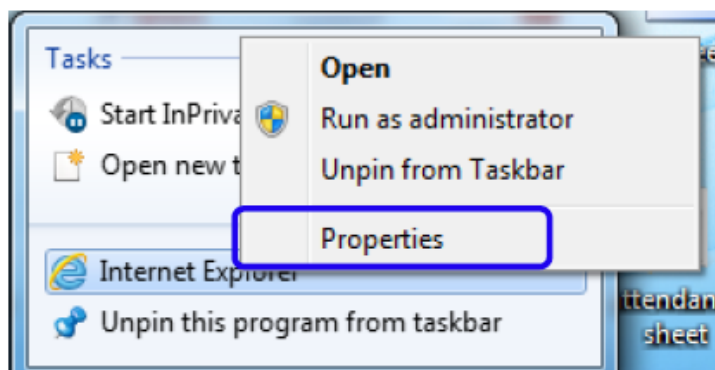
Step5

Go to Tools- Compatibility View Settings and perform the setting and add “OILINDIA.IN” below.

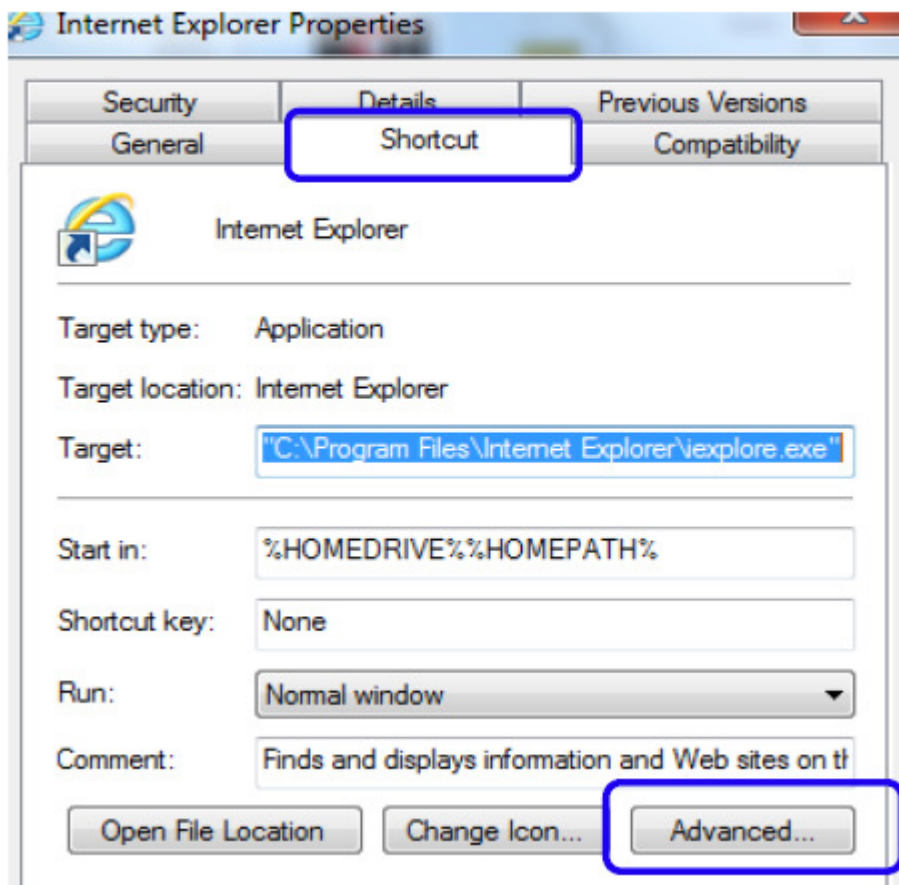


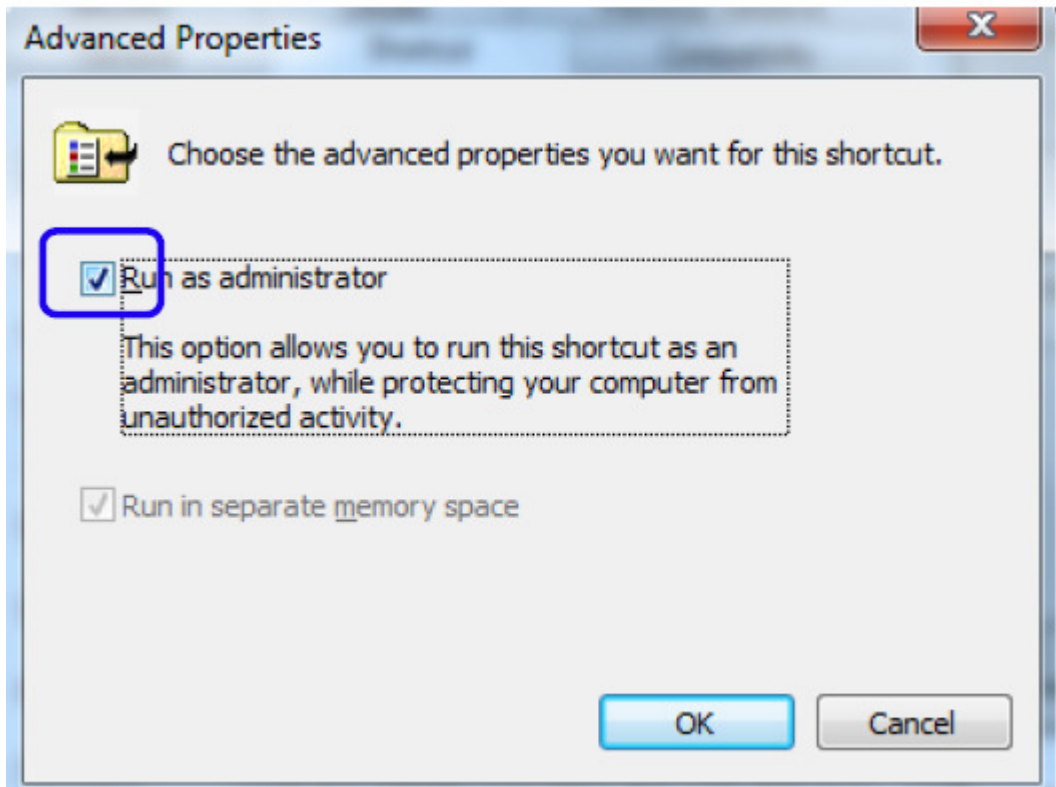
INTERNET EXPLORER Run in administrator mode

Set the browser to run in administrator mode as per the steps given below. - Go to properties of Internet explorer by right clicking the Internet explorer icon



Click Advanced button from the shortcut tab as shown below





Java Requirement: Bidders are requested use only 32 Bit Java. Bidders may use any version Upto JAVA 1.8 updated 112. After downloading the Java components make sure that you start your internet browser again. Please ensure that your computer does not have multiple versions of Java

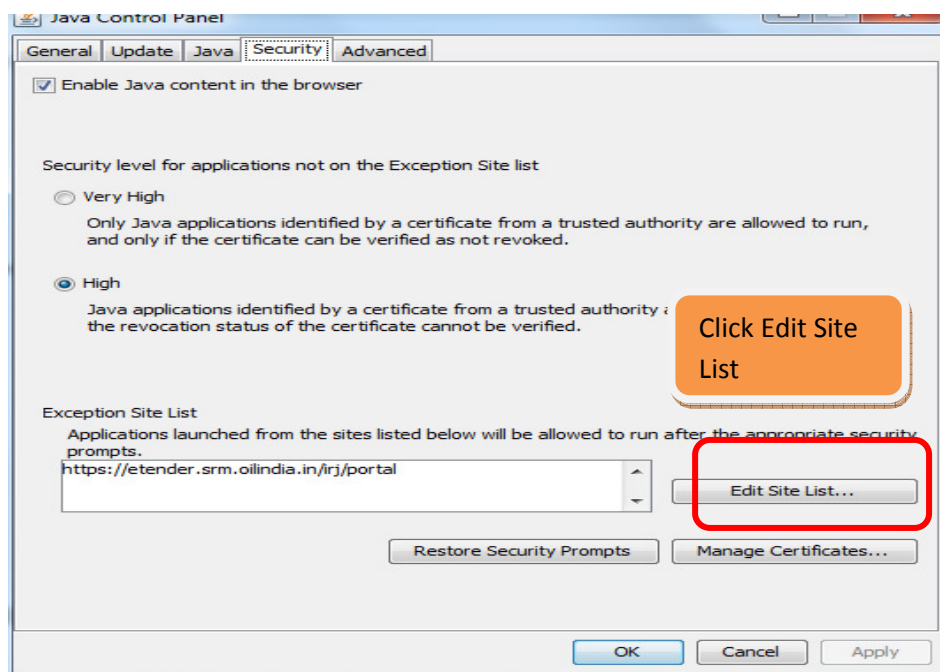
NOTE:

And after installation make some settings as under:

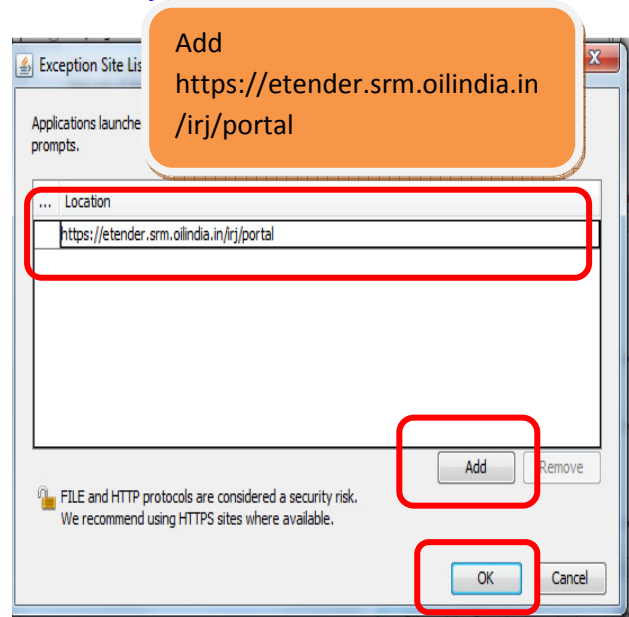
- 1) Go to Start->Control panel**
- 2) Java->Security**
- 3) Security level-> Medium**



Click 'Edit Site List' button under 'Exception Site List'



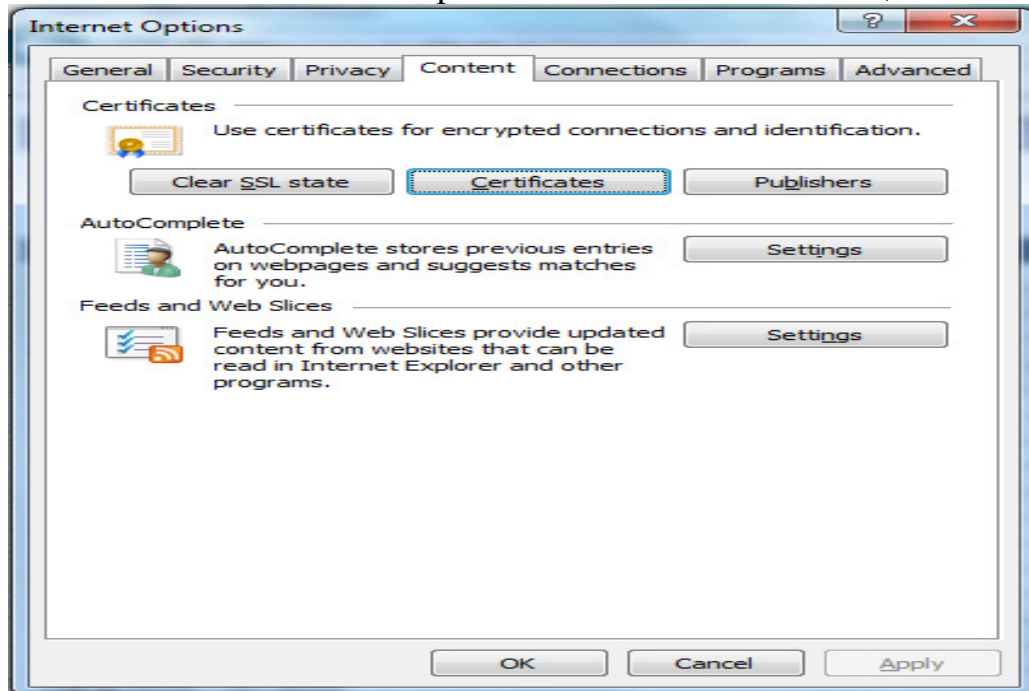
Click 'Add' button > Enter <https://etender.srm.oilindia.in/irj/portal> under 'Location' > Click **OK** to save the location



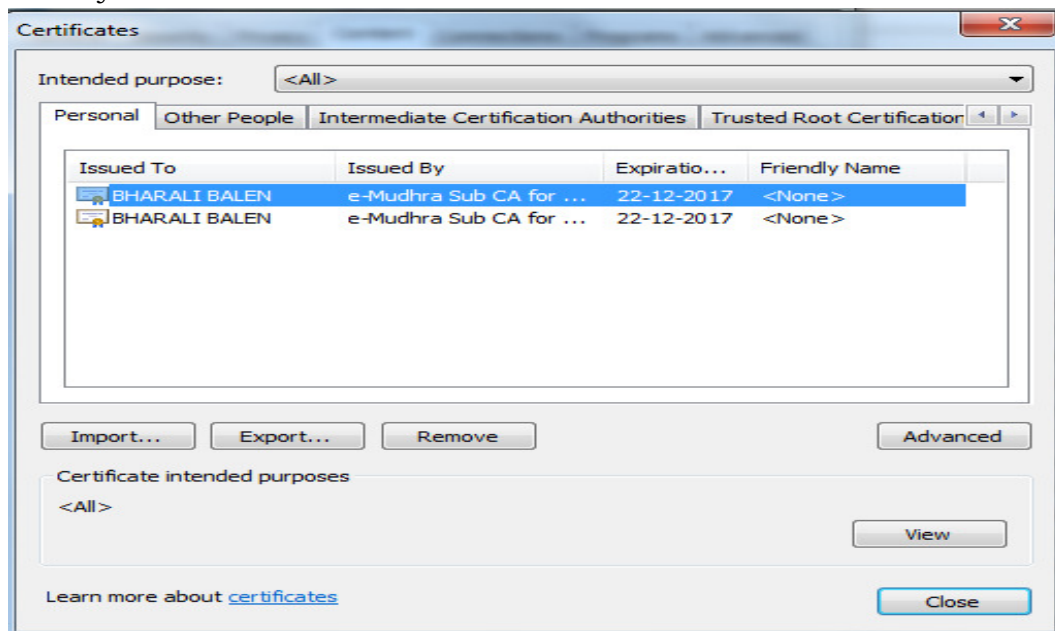
INSTALLATION OF DIGITAL SIGNATURE E-TOKEN

Install the driver signature e-token in consultation with the vendor from where the digital signature certificate is purchased. After installation , attach the e-token in your system USB port. Check to ensure that the digital signature & Encryption certificate is installed properly:

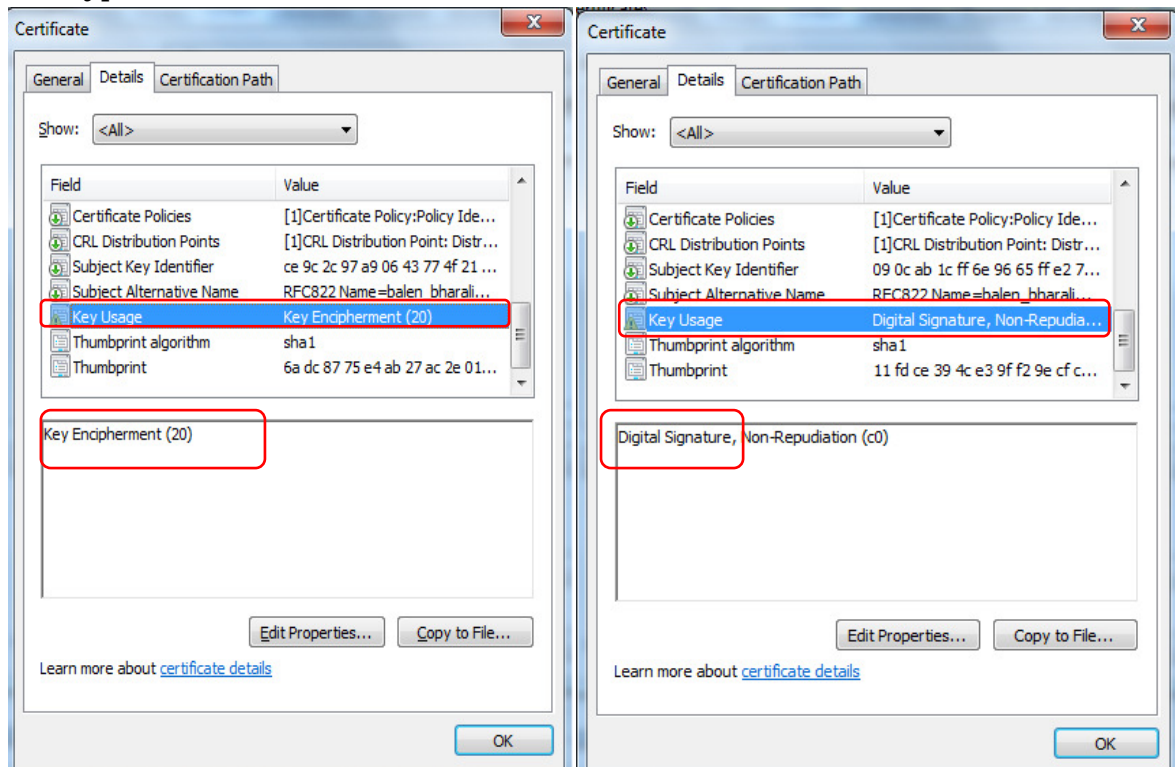
1. Go to tools ->internet options->contents->certificates, click on certificate.



2. After clicking the certificate , the installed certificate details will be appeared . Check Validity of the certificates.



3. Select the certificate and click view . Certificate details will be appeared . Go to details > Check “Key Usage”. The certificate must contain one “Signature Certificate” and one “Encryption Certificate”



In case of any clarification pertaining to e-procurement process, the vendor may contact the following

ERP DEPARTMENT

OIL INDIA LIMITED

PO:DULIAJAN

PIN:786602

Email:erp_mm@oilindia.in

Contact: (0374) 280-7178/7171/7192 /4903

- A. OIL INDIA LIMITED (OIL) has upgraded its E-tender Portal. As part of the new system, the intending bidder must have Encryption Certificate along with Digital Signature Certificate (DSC) of Class III [Organization]. The date for implementation of new system is 12th April 2017 and the requirement of the new DSC will be applicable for the tenders floated on 12th April 2017 onwards. All our current and prospective esteemed bidders are therefore requested to acquire Class III DSC [Organization] along with Encryption Certificate issued by any of the Licensed Certifying Authorities (CA) operating under Controller of Certifying Authorities (CCA) of India as per Indian IT Act 2000. Guideline for getting Digital Signature and other related informations are available on the e-tender website www.oil-india.com .
- B. Bidders are requested to go through “New Vendor Manual” effective date:12.04.2017 before submitting offer in system.
- C. Bidders are requested to go for “Guidelines to Bidders for participating in OIL” before submitting offer in system.

Upload Technical Bid / Price Bid.

1.

Response - Oil India Ltd - SRM QAS Portal - Internet Explorer

http://srmqas.oilindia.in:50100/irj/porta

Response

Display RFX Response:

Edit Print Preview Check

RFX Response Number 60005572 RFX Number Status Saved Submission Deadline Opening Date 11.04.2017 00:00:00 India Remaining time 0 Days 14:02:00 RFX Owner BHARALI

Total Value XXXXX INR RFX Response Version Number Active Version

RFX Information Items Notes and Attachments Conditions Summary Tracking

Basic Data Questions **Technical Attachments**

Event Parameters

Currency: Indian Rupee

Detailed Price Information: Price with Conditions

Terms of Payment: OTH Others (Please specify under attributes)

Service and Delivery

Incoterm: FOB SINGAPORE

Area for uploading "Priced Bid" if the detailed price information is "No Price"

Area for uploading "Priced Bid" if the detailed price information is "Price with Condition"

Area for uploading "Techno-commercial Unpriced Bid"

Please do not upload price under "Technical Attachment"

▼ Partners and Delivery Information

Details Send E-Mail Call Clear

Function	Number	Name
The table does not contain any data		

Filter Settings

2. On “EDIT” Mode- The following screen will appear. Bidders are advised to Upload “Techno-Commercial Unpriced Bid” and “Priced Bid” in the places as indicated above:

Response - Oil India Ltd - SRM QAS Portal - Internet Explorer

http://srmqas.oilindia.in:50100/irj/portal?NavigationTarget=navurl%3A%2F%2F3a2821f4-dff7-2a5000h54ff54h07d0778/dennDRTFuent-CRNFuentR/RTTechnicalName=qte&BOSystemAlias=SAP_SRM&Operation=displayresponse&isOBN=true&APPLID=SA

Response

Display RFX Response:

[Edit](#) [Print Preview](#) [Check](#) [Technical RFX Response](#) [Close](#) [Verify Signature](#) [Sign Response](#) [Refresh Smartform](#) [Decrypt Data](#) [System Information](#) [Create Memory Snapshot](#)

RFX Response Number 60005572 RFX Number 951 Status Saved Submission Deadline 11.04.2017 00:00:00 INDIA Opening Date 11.04.2017 00:00:00 INDIA Remaining Time 0 Days 14:02:03 RFX Owner BHARALI

Total Value XXXXX INR RFX Response Version Number Active Version RFX Version Number 1

RFX Information **Items** **Notes and Attachments** **Conditions** **Summary** **Tracking**

Basic Data **Questions** **Technical Attachments**

▼ Notes

Clear [Filter](#) [Settings](#)

Category	Description
Conditions of Participation	-Empty-
Bid Invitation/Auction Text	-Empty-
Bidder's Remarks	-Empty-
Purchaser's Remarks	-Empty-

▼ Attachments

▼ cFolder Attachments

Add Attachment Delete Verify Signature [Filter](#) [Settings](#)

cFolder Name	Category	Description	File Name	Version	Processor	Checked Out	Type	Size (KB)	Changed by	Changed on
The table does not contain any data										

Area for uploading Priced Bid**

Area for uploading TechnoCommercial Unpriced Bid*

***The “Techno-Commercial Unpriced Bid” shall contain all technocommercial details except the prices.**

**** Please follow the instructions as per Vendor User Manual for Uploading Price under “Notes and Attachment” or “Condition”**

APPENDIX – A1

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 or equal to 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 20%, as defined under this Policy.

- 2.6. **Steering Committee** means the committee to be constituted by MoPNG to provide effective guidance and to oversee the implementation of the Policy on a regular and continuing basis.
- 2.7. **Verification** shall be an activity to verify the accomplishment of LC by domestic manufacturers and/or suppliers of goods and/or providers of service with the data obtained or collected from respective business activities.
- 2.8. **Purchase preference:** Where the quoted price is within the margin of purchase preference of the lowest price, other things being equal, purchase preference may be granted to the bidder concerned, at the lowest valid price bid.
- 2.9. **Local Content (LC)** in Goods shall be the use of raw materials, design and engineering towards manufacturing, fabrication and finishing of work carried out within the country.
- 2.10. **Local Content (LC)** in Services shall be the use of services up to the final delivery by utilizing manpower (including specialist), working appliance (including software) and supporting facilities carried out within in the country.
- 2.11. **Local Content (LC)** in EPC contracts shall be the use of materials, design and engineering comprising of manufacturing, fabrication, assembly and finishing as well as the use of services by utilizing manpower (including specialist), working appliance (including software) and supporting facility up to the final delivery, carried out within the country.
- 2.12. **Factory overhead cost** shall be indirect costs of manpower, machine/working appliance/facility and the whole other fabrication costs needed to produce a unit of product with the cost not chargeable directly to specified product.
- 2.13. **Company overhead cost** shall be costs related to the marketing, administration and general affairs cost of the company.
- 2.14. **Indian Company** means a company formed and registered under the Companies Act, 2013.
- 2.15. **Foreign company** means any company or body corporate incorporated outside India which- (a) has a place of business in India whether by itself or through an agent, physically or through electronic mode; and (b) conducts any business activity in India in any other manner.

3. Scope

- 3.1. The regulation shall be intended to:
 - 3.1.1. Support and boost the growth of domestic manufacturing sector so as to be able to support oil and natural gas business activities and contribute added value to economy, absorb manpower as well as have national, regional and international competitiveness;
 - 3.1.2. Support and boost the growth of innovation/technology of domestic manufacturing sector.
- 3.2. This policy shall apply to all the Public Sector Undertakings and their wholly owned subsidiaries under the Ministry of Petroleum and Natural Gas; Joint Ventures that have 51 % or more equity by one or more

Public Sector Undertakings under the Ministry of Petroleum and Natural Gas; attached and subordinate offices of MoPNG.

- 3.3. This policy shall not include goods/services falling under Micro Small and Medium Enterprises (MSME) or Domestically Manufactured Electronic Products (DMEP), as those products/ services are already covered under specific policy. However, an option would be given in the tender for the bidder to declare preference for seeking benefit under PP-LC/MSME or DMEP.
- 3.4. The policy is not applicable for HP-HT operations for the time being. The Charter Hiring of offshore vessels shall continue to be governed by DG, Shipping Guidelines. Indian Flag Vessels shall be considered as having 100% LC.
- 3.5. The prescribed local content in the Policy shall be applicable on the date of Notice inviting Tender.

4. Procurement

- 4.1. The procuring companies shall follow their own procurement procedures. Aggregation of annual requirements and such other procurement practices, which facilitate the implementation of this policy, may be adopted by procuring companies.
- 4.2. In respect of Global Tender Enquiry (GTE) the guidelines as issued by Government of India from time to time shall be applicable on the procuring entities.
- 4.3. **Margin of Purchase preference:** The margin of purchase preference shall be 20%.
- 4.4. (a) In respect of all goods, services or works in respect of which the Nodal Ministry/ Department under DPIIT's Public Procurement (Preference to Make in India) Order, 2017 has communicated that there is sufficient local capacity and local competition, only Class-I local supplier shall be eligible to bid irrespective of purchase value.

(b) For all other local tenders, Class-I local supplier and Class-II local supplier shall be eligible to bid irrespective of purchase value, but preference to be given as per PP-LC to the Class-I local supplier.

(c) Only Class-I local supplier and Class-I I local supplier, as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, Non-local suppliers shall also be eligible to bid along with Class-I local suppliers and Class-II local suppliers.

(d) Class-II local supplier will not get purchase preference in any procurement, undertaken by procuring entities.
- 4.5. In National Competitive Bid procurements of all items not covered by para 4.4 (a) and where the estimated value to be procured i.e. total value of enquiry/ tender, is less than Rs. 1 Crore shall be exempt from this Policy. In case of International Competitive Bids, the policy shall be applicable irrespective of the tender estimate. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Policy.
- 4.6. The producers of goods and/or providers of services shall be obliged to fulfil the requirements of quality and delivery time in accordance with the provisions of the respective contracts of goods and services.
- 4.7. If the Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/or other items relating to the Ministry.

- 4.8. For the purpose of para 4.7 above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or (ii) a majority of its shareholding or effective control of the entity is exercised from that country, or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India.

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

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

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

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

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

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

- 5.1.3.2. If in the opinion of the procuring company, the tenders (procured quantity) cannot be divided in the prescribed ratio of 50:50, then they shall have the right to award contract to the eligible Class-I Local supplier for quantity not less than 50%, as may be divisible.

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

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

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

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

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

6. Determination of LC

6.1. LC of goods

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

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

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

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

6.2. LC of service

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

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

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

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

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

6.3. LC of the EPC Contracts:

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

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

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

6.4. Calculation of LC and Reporting

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

7. Certification and Verification

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

7.1.2. At bidding stage:

(a) Price Break-up:

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

(b)

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

7.1.3. After Contract Award:

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

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

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

- 7.4. As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing on the date of notice inviting tender (NIT) shall be considered for the calculation of Local Content.
- 7.5. The Procuring Company shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.

8. Governance and Supervision

- 8.1. A Steering Committee will be constituted by MoPNG to provide effective guidance and to oversee the effective implementation of the Policy including review and amendments required therein. The Steering Committee may consider representations on target Local Content in goods, services and EPC and modify the policy accordingly.
- 8.2. The Steering Committee shall annually conduct a review of the policy implementation which shall specifically cover the issue of whether there has been adequate competition, and whether the policy has resulted in any reduction in competition/ exclusion of non-local bidders or any cost increase to the purchasing PSU, particularly in respect of services & works contracts.

9. Sanctions

- 9.1. The Procuring companies shall impose sanction on manufacturers/ service providers not fulfilling LC of goods/ services in accordance with the value mentioned in certificate of LC.
- 9.2. The sanctions may be in the form of written warning, financial penalty and blacklisting.
- 9.3. In the event that a manufacturer or supplier of goods and/or provider of services does not fulfil his obligation after the expiration of the period specified in such warning, the procuring company can initiate action for blacklisting such manufacturer/supplier/service provider.
- 9.4. A manufacturer and/or supplier of goods and/or provider of services who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty specified in clause 9.4.1.
- 9.4.1. The financial penalty shall be over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the Contract Price.
10. **Clarification on Goods/Services:** Any issue regarding the coverage of a particular good/ service under the proposed policy would be referred to the Steering Committee for clarification.
11. **Powers to grant exemption and to reduce minimum local content:** Wherever proper justification exists, Ministry of Petroleum and Natural Gas may by written order, for reasons to be recorded in writing,
- a) Reduce the minimum local content below the prescribed level; or
 - b) Reduce the margin of purchase preference below 20%; or
 - c) Exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

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

ANNEXURE- XII

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 Tender No. **SSG2455P23/P3**. 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:

1. 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.
2. 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.

3. 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 Page 2 of 6 substantive suspicion in this regard, the Principal will inform its Vigilance Office 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.

1. 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.

2. 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.

3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor 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.

4. 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.

(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.

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.

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, i.e. New Delhi. 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 is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

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 intentions.

[PRANTIK DUTTA]
SENIOR PURCHASE OFFICER(FP)

.....
For the Principal

.....
For the Bidder/Contractor

Witness 1:

Place. DULIAJAN
Date . 09.01.2023

Witness 2:

ANNEXURE – P

PRICE SCHEDULE – DOMESTIC BIDDERS

(Bidders should fill up, sign and upload this price schedule under “Notes & Attachments” > “Attachments” only. The filled-up price breakup should not be uploaded in Technical RFX Response folder)

BIDDER'S NAME	
TENDER NO.	SSG2455P23/P3
BID CLOSING DATE	
CURRENCY QUOTED	

Item at tender Sl. No.	10				
Material Description					
Quantity	06				
Unit of Measure	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 up to Destination					
Applicable GST on 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 Local Content					
Total Import content					

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.*

ANNEXURE – P

PRICE SCHEDULE – FOREIGN BIDDERS

(Bidders should fill up, sign and upload this price schedule under “Notes & Attachments” > “Attachments” only. The filled-up price breakup should not be uploaded in Technical RFX Response folder)

BIDDER’S NAME	
TENDER NO.	SSG2455P23/P3
BID CLOSING DATE	
CURRENCY QUOTED	

Item at tender Sl. No.	10				
Material Description					
Quantity	06				
Unit of Measure	No				
Unit Price					
TOTAL MATERIALS VALUE					
Packing and FOB Charges					
TOTAL FOB VALUE					
Ocean Freight charges upto Kolkata, India					
TOTAL C&F KOLKATA VALUE					
HSN Code					
Total weight of consignment					
Total volume of consignment					
Total Local Content (Refer definition of Local Content as per Appendix A1 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.

Comparison of Offers:

1.0 When only foreign bidders are involved:

Comparison will be done on Total CIF+GST Value.

2.0 When both foreign & Domestic bidders are involved:

Comparison will be done on total CIF+GST Value of foreign bidder and total FOR Despatching Station value of domestic bidder.

3.0 When only domestic bidders are involved:

Comparison will be done on Total FOR Destination (Duliajan) value of Domestic bidder.

Note:

1. Domestic bidders must quote inland freight charges up to **Duliajan (Assam)**, In case bidder fail to quote inland freight charges, highest freight quoted by domestic bidder (considering prorated distance) against this tender or OIL's contract freight (whichever is higher), shall be loaded to their offer for comparison purpose.

2. 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, GST@ 12% shall be applicable. GST@ 12% shall be applicable for Indigenous bidders also under concessional IGST benefit.

NOTE: BIDDERS TO QUOTE AND UPLOAD THE PRICE BID SEPARATELY UNDER THE TAB "NOTES & ATTACHMENT".