



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

C&P Department
(Rajasthan Fields)
02-A, District Shopping Centre,
Saraswati Nagar, Basni
Jodhpur – 342 005
Rajasthan, India.
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TENDER NO. SJG9230L22

Date: 25.12.2021

GeM Availability Report Ref: GEM/GARPTS/25122021/B51T96ZFY3TF

INVITATION TO e-BID UNDER SINGLE STAGE TWO BID SYSTEM

Dear Sirs,

OIL invites Bids for the **supply of DRILLING BITS/ ROCK BITS** through its e-Procurement site under **International Competitive Bidding (ICB) - Single Stage Two Bid System**. The bidding documents and other terms and conditions are available at Booklet No. MM-RP-GLOBAL-E-01-2005. The prescribed Bid Forms for submission of bids are available in the tender document folder.

The general details of tender can be viewed by opening the RFx [Tender no.] under RFx and Auctions page. The details of items tendered can be found under Item tab and details can be found under Technical RFX.

The tender is invited with firm price for the specified quantity. Further details of tender are given in Rfx Parameters ☐ Technical Attachments as **ANNEXURE-IA**. The details of the tender are as under:

- | | | |
|------------------------|---|--|
| 1. Type of Tender | : | International Competitive Bidding (ICB) |
| 2. Type of Bidding | : | SINGLE STAGE TWO BID SYSTEM |
| 3. Tender Fee | : | NIL |
| 4. Bid Security Amount | : | Not Applicable |

Bid Security is not applicable against this tender. However, all the bidders are required to submit "Bid Security Declaration, as per **Proforma-S**" accepting that if they withdraw or modify their bids within 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, they will be suspended for period of 02 years. This suspension of 02 years shall be automatic without conducting any enquiry.

- | | | |
|------------------------------|---|--|
| 5. Performance Security | : | Applicable @3% of Order Value. |
| 6. Bid Closing /Opening Date | : | 04.01.2022 |
| 7. Bid Validity | : | Bid should be valid for 120 days from bid opening date. |
| 8. Bid Bond Validity | : | Not Applicable |
| 9. Integrity Pact | : | Applicable |

THE TENDER WILL BE GOVERNED BY:

- a) "General Terms & Conditions" for e-Procurement as per Booklet No. MM-RP-GLOBAL-E-01-2005 for E-procurement (ICB Tenders).
- b) Technical specifications, Quantity and Notes for the Tender items as per **Annexure – IA**.
- c) The items covered by this tender shall be used by Oil India Limited in the PEL/ML areas and hence Nil Custom Duty during import will be applicable. Indigenous bidder shall be eligible for concessional rate of GST (for invoice valuing INR 1.00 Lakh and above or as applicable) against Essentiality Certificate wherever applicable, as per Notification No.3/2017 - Integrated/ Central Tax (Rate) dated 28th June, 2017/Deemed Export Benefit. However, bidders are requested to quote actual rate of GST with HSN Code. In the event of order, OIL will issue Essentiality Certificate (EC), where concessional rate of GST @5% will be applicable. Supplier shall affect dispatch only on receipt of this certificate from OIL, failing which all related liabilities shall be to Supplier's account. Details of Deemed Export are furnished vide Addendum to Booklet No. MM-RP-GLOBAL-E-01-2005 enclosed.
- d) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in "*Annexure-CA certificate*". The same must be submitted along with the bid.
- e) **Purchase Preference Policy (Linked with Local Content) (PP-LC) Policy:** Purchase Preference on Local Content is applicable against this tender. This tender will be governed by the Purchase preference policy (linked with Local Content) (PP-LC) of Ministry of Petroleum & Natural Gas, Government of India. Bidders are advised to refer notification no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 & notification no. FP-20013/2/2017-FP-PNG dated 17.11.2020 and their subsequent amendments from MoP&NG, Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions specified in **Annexure-PPLC** and shall have to submit all undertakings / documents applicable for this policy.

SPECIAL NOTE:

- 1.0 Please note that all tender forms and supporting documents are to be submitted through OIL's e-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribed with Tender no. and due date to **GM (C&P), Oil India Limited, Rajasthan Field, 2A, Saraswati Nagar, District Shopping Centre, Basni, Jodhpur-342005, Rajasthan** on or before the Bid Closing Date mentioned in the Tender.
 - a) Original Bid Security (Not 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.

- 2.0 Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the

NIT or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in rejection of its offer without seeking any clarifications.

- 3.0 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.oil-india.com. The bid signed using any other digital certificate or digital certificate without organization name of the bidder, will be liable for rejection. All the bidders are requested to go through the following documents available on the login Page of the OIL's E-tender Portal before uploading their bid.
- a) Guidelines to Bidders for participating in OIL.
 - b) New Vendor Manual.
- 4.0 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.
- 5.0 **Two Bid System** shall be followed for this tender and only the price-bids of the bidders whose offers are commercially and technically acceptable shall be opened for further evaluation.
- 6.0 Please ensure that Technical Bid / all technical related documents related to the tender are uploaded in the Technical RFx Response. The “TECHNO-COMMERCIAL UNPRICED BID” shall contain all techno-commercial details except the prices. **No price should be quoted in techno-commercial bid. Please note that no price details should be uploaded in Technical RFx Response else offer shall be rejected.**
- 7.0 The “PRICE BID” must be strictly as per the price format provided with the e-tender portal under **“Notes & Attachment” tab.**
- 8.0 Bidder are advised to fill up the Technical bid check list and Response sheet (ANNEXURE-C) as per given format along with the tender documents.
- 9.0 Please refer **“VENDOR USER MANUAL Rev2”** document for help on system settings and procedure to upload technical and price bids.
- 10.0 Amendments to the NIT after its issue will be published on OIL’s website only. Revision, clarification, addendum, corrigendum, time extension etc. to the tender will be hosted on OIL website only. No separate notification shall be issued in the press. Prospective bidders are requested to visit website regularly to keep themselves updated.

11.0 Bid must be submitted electronically only through OIL's e-procurement portal. Bid submitted in any other form will be rejected.

12.0 Bidders to take special note of the following conditions:

12.1 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>

12.2 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.

12.3 Bidders to note that Govt. of India under Micro, Small and Medium Enterprises Development (MSMED) Act 2006, has proclaimed the Public Procurement Policy, 2012 with effect from 1st April, 2012 (and amendments issued time to time) in respect of procurement of goods and services, produced and provided by micro and small enterprises, by its Ministries, Departments and Public Sector Undertakings for promotion and development of Micro and Small Enterprises. In this regard, bidders are requested to take note of the following and to submit their offers accordingly.

a) 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 documents for availing the benefits applicable to MSEs:

i. Udyam Registration No. with Udyam Registration certificate

Note: In case bidding MSE is owned by Schedule Caste or Schedule Tribe 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.

b) For availing benefits under Public Procurement Policy (Purchase preference & EMD exemption), the interested MSE Bidders must ensure that they are the manufacturer/ service provider of tendered item(s) and registered with the appropriate authority for the said item(s). Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant MSE Certificate issued by appropriate authority specifying the item as per tender.

12.4 Against Bid Security/EMD/Performance Bank Guarantee – Only payments through online mode or Submission of Bank Guarantee/LC will be acceptable. No DD/Cheques/Cashier Cheque or any other mode will be acceptable.

13.0 Attention about GST: Please ignore the details given about the taxes, duties & levies in anywhere in Tender documents which is not applicable now after implementation of GST with effect from 01.07.2017. Others all terms and condition remains same. Referred annexure for GST uploaded under Technical bid.

- 14.0 **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 to categorically fill up undertaking as per format provided vide Annexure-X and submit the same along with their bid.**
- 15.0 **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 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 tender.
- 16.0 In case a Startup [defined as per Ministry of Commerce and Industry (Department of Industrial Policy and Promotion, DIPP) latest notification]/ MSE is interested in supplying the tendered item but does not meet the Pre-Qualifying Criteria (PQC)/ Proven Track Record (PTR) indicated in the tender document, the Startup/MSE is requested to write a detailed proposal separately, and not against the present tender requirement, to the tender issuing authority about its product. Such proposals shall be accompanied by relevant documents in support of MSE (where applicable) or in case of Startup, following documents shall be given: 1. Certificate of Recognition issued by the Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India. 2. Certificate of incorporation. 3. Audited Profit & Loss (P&L) Statement of all the Financial Years since incorporation. In case where the Balance sheet has not been prepared, bidder shall submit a certificate in original from its CEO/CFO stating the turnover of the bidding entity separately for each Financial Years since incorporation along with a declaration stating the reason for not furnishing the audited P&L Statement. This certificate shall be endorsed by a Chartered Accountant/Statutory Auditor. The Proposal shall be examined by OIL and OIL may consider inviting a detailed offer from the Startup/MSE with the intent to place a TRIAL or TEST Order, provided the Startup/MSE meets the Quality and Technical Specifications. In case the Startup/MSE is successful in the Trial Order, the vendor shall be considered for PQC exemption/relaxation (as the case may be) for the next tender for such item till the time it remains a Startup/MSE.
- 17.0 **APPLICABILITY OF BANNING POLICY OF OIL INDIA LIMITED:** Banning Policy dated 6th January, 2017 as uploaded in OIL's website will be applicable against the tender (and order in case of award) to deal with any agency (bidder/ contractor/ supplier/ vendor/ service provider) who commits deception, default, fraud or indulged in other misconduct of whatsoever nature in the tendering process and/ or order execution processes. Applicability of the policy shall include

but not limited to the following in addition to other actions like invoking bid security/ performance security/ cancellation of order etc. as deemed fit and as mentioned elsewhere in the tender:

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

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

- 18.0 Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide office memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020 (order-Public Procurement no.1) has proclaimed the insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 w.e.f. 23rd July, 2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defense 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-BB 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.

Yours faithfully,

OIL INDIA LIMITED

Sd/-

(A. D. SINGH)
Manager (C&P)

Rajasthan Fields, Jodhpur, Rajasthan

OIL INDIA LIMITED
 (A Govt. of India Enterprise)
 Rajasthan Project,
 02-A, SARASWATI NAGAR,
 DISTRICT SHOPPING CENTRE, BASNI
 JODHPUR- 342005,
 RAJASTHAN, INDIA

Fax-0291 2727050
 Ph-09678027596

Email: amar_singh@oilindia.in

Tender No. & Date : SJG9230L22 25.12.2021

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

Bidding Type : Two Bid

Bid Closing On : 04.01.2022 at 11:00 hrs. (IST)

Bid Opening On : 04.01.2022 at 15:00 hrs. (IST)

Performance Guarantee : Applicable

OIL INDIA LIMITED invites Limited tenders for items detailed below:

Item No./ Mat. Code	Material Description	Quantity	UOM
60 05036257	I.A.D.C. : 5-3-7 Bit Size : 12.1/4" Pin Size : 6.5/8" API Regular Bits to be supplied with the nozzles of following sizes: Nozzles Sizes: a) 18/32-7 set b) 20/32-10 set c) 22/32-10 set (1 set= 3 nos. nozzles)	18	NO
10 05030849	ROCK BIT, MEDIUM SOFT FORMATION, JET CIRCULATION, TRI-CONE, NON-SEALED BEARING, MILLED TOOTH TYPE. MAKER'S TYPE DESIGNATION - I.A.D.C : 1-3-1 Bit Size : 660.4 mm. (26") Pin Size : API Regular 219.075 mm. (8.5/8") Bits to be supplied with the nozzles of following sizes: Nozzles Size : a) 20/32-3 set b)22/32- 3 set c) 24/32-4 set (1 set= 3 nos. nozzles)	8	NO
40 05037804	ROCK BIT, SOFT FORMATION, JET CIRCULATION, TRI-CONE, INSERT TOOTH, API MONOGRAM AS PER API SPEC. 7-1 Bit Size : 444.5mm (17-1/2") Pin Size : 193.675 mm (7-5/8") API Regular I.A.D.C. : 4-3-7 Bits to be supplied with the nozzles of following sizes: Nozzles Sizes: a) 20/32-4 set b) 22/32-3 set	5	NO

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Item No./ Mat. Code	Material Description	Quantity	UOM
	c) 24/32-3 set (1 Set = 3 Nos. of Nozzles together with required 'O' ring cir clips, etc.)		
50 05035562	MAKERS' TYPE DESIGNATION - APPROX. EQUIVT. I.A.D.C. : 4-3-7 Hughes : ATJ-11/ATJ-11S Reed : HP43A Smith : F1 Security : S82F Bit Size : 311.15 mm (12.1/4") Pin Size : 168.28 mm (6.5/8") API Regular Bits to be supplied with the nozzles of following sizes: Nozzles Sizes: a) 18/32-10 set b) 20/32-10 set c) 22/32-10 set (1 Set = 3 Nos. of Nozzles)	20	NO
30 05036292	ROCK BIT, MEDIUM FORMATION, JET CIRCULATION, TRI-CONE, FRICTION SEALED BEARING WITH GAUGE PROTECTION, INSERT TYPE, WITH API MONOGRAM AS PER API SPEC.7-1 ROCK BIT, MEDIUM FORMATION, JET CIRCULATION, TRI-CONE, FRICTION SEALED BEARING WITH GAUGE PROTECTION, INSERT TYPE, WITH API MONOGRAM AS PER API SPEC.7-1 05036292 : I.A.D.C. : 5-3-7 Bit Size : 444.50 mm (17.1/2") Pin Size : 193.68 mm (7.5/8") API Reg. Bits to be supplied with the nozzles of following sizes: Nozzles Size : a) 18/32-7set b) 20/32-3set c) 22/32-3set (1 Set = 3 Nos. of Nozzles)	7	NO
20 05037803	ROCK BIT, SOFT FORMATION, JET CIRCULATION, TRI CONE, MILLED TOOTH, API MONOGRAM AS PER API SPEC.7-1(Beyond 3500 Meters) IADC: 1-3-5(Suitable for both Rotary and Motor application with minimum Krev of around 800) Rotary Speed,rpm:50-150 WOB : 15Klbs-50Klbs Flow Rate : 650GPM-900GPM Bit Size : 17.1/2"(444.50mm) Pin Size : 7.5/8" API Regular(193.675mm) The bit should be desinged with the following minimum features: 1. Directed nozzles for engineered hydraulic (For optimal cleaning efficiency). 2. Centre jet feature to avoid bit balling.	14	NO

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Item No./ Mat. Code	Material Description	Quantity	UOM
	<p>3. Bearing package with Dual Seals/Twin Seals/ metal Seals/Duo Lock seals. 4. Full tooth hardfacing on each tooth(Cutting structure and gauge). 5. Raised tungsten carbide inserts on shirrtail/arm for providing protection in directional drilling application and abrasive environment. Semi round top tungsten carbide inserts leg back protection.</p> <p>Bits to be supplied with the nozzles of following sizes: Nozzles Set: a) 18/32-10 set b) 22/32-8 set c) 24/32-6 set</p> <p>(1 set = 3 nos. of nozzles together with required 'O'ring, cir clips etc)</p> <p>Bits to be supplied with the following Centre Jets with required 'O'ring, cir clips etc: a) 15/32-10 no b) 16/32-6 no c) 18/32- 4 no</p>		

Note description for item no./nos. : 10, 60

Bidders to confirm/forward the following with the quotation :

- A) Confirmation access to API approved gauges(source of gauge) if not owned by the manufacturer/dealer.
- B) Photocopy of the API Authorisation Certificate to monogram as per API Specification 7.
- C) Heat Treatment facilities availability.
- D) Literature/Catalogue of the products offered.
- E) Bits will be monogramed as per API Spec. 7

Note description for item no./nos. : 30, 50

Note description for the item :

- a) Manufacturer must have valid API Spec. 7-1 Certificate and the same is to be forwarded with the offer.
- b) Literature/ Catalogue of the products offered to be submitted with the offer.
- c) Bidder must provide information about the specified Essential Features of the Bit.

Note description for item no./nos. : 40

Notes: Bidders to confirm/ forward the following with the quotation:

- a) Copy of valid API Specification 7-1 certificate.
- b) Catalogue/ Literature of the offered bit indicating complete technical specifications.
- c) Bits must be marked as per API Specification 7 including API Monogram.

Note description for item no./nos. : 20

Note Description for the item:

- 1. Bidder to provide documentary evidence in the form of minimum 50 bits run records, of the offered bit, for supplementing the Krev.
- 2. Bidder to mention categorically about the suitability of the bit for motor application.
- 3. Manufacture must have API Spec 7-1 Certificate and the same is to be forwarded with the offer.
- 4. Literature/Catalogue of the products offered to be submitted with the offer.

5. Bidder must provide information about the specified Essential Features of the Bit.
6. Bits to be supplied with Plastic(High Density Polyethylene) thread projectors.

Standard Notes: ENCLOSED AS PART OF ANNEXURE-IA

Special Notes : ENCLOSED AS PART OF ANNEXURE-IA

(A) SPECIAL NOTES:

1) Delivery: Time is the essence of the contract. Items are very urgently required. Therefore, bidder should categorically mention their best delivery period. The Date of clean Bill of Lading copy (in case of foreign bidder) and Date of clean Consignment Note date (in case of indigenous bidder) shall be considered as delivery date. Bidder must comply the above schedule and confirm in their Techno-Commercial bid.

2) BIDDER TO PROVIDE VALID API CERTIFICATE & TECHNICAL LITERATURE AND CATALOGUE ALONG WITH THE QUOTATION.

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

(B) STANDARD NOTES:

1) The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The bidder has to submit both the "TECHNO-COMMERCIAL UNPRICED BID" and "PRICED BID" bid through electronic form in the OIL's e- Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The "TECHNO-COMMERCIAL UNPRICED BID" is to be submitted as per Scope of Work & Technical Specification of the tender. Upload the same in the Technical RFx Response-> User -> Technical Bid. Please go through the help document in details before uploading the document and ensure uploading of technical bid in the Technical RFx Response-> User - > Technical Bid only and "PRICED BID" as per the Price Bid format under "NOTES & ATTACHMENT" tab.

2) In Technical Bid opening, only Technical Rfx will be opened. Therefore, the bidder should ensure that "TECHNO-COMMERCIAL UNPRICED BID should contain details as mentioned in the technical specifications as well as BEC/ BRC and upload the same in the Technical RFx Response-> User - > Technical Bid. **No price should be given in above Technical Rfx otherwise the offer will be rejected.** Please go through the help document in details before uploading the document and ensure uploading of technical bid in the Technical RFx Response-> User - > Technical Bid only. The "PRICE BID" must contain the price schedule and the bidder's commercial terms and conditions. **The prices of the items should be quoted as per the price bid format under the "NOTES & ATTACHMENT"**

3) PRICED BIDS OF ONLY THOSE BIDDERS WILL BE OPENED WHOSE OFFERS ARE FOUND TO BE TECHNO-COMMERCIALLY ACCEPTABLE.

4) 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.

5) Bid should be valid for minimum 120 days from bid opening date, failing which offer shall be rejected.

6) Bid Security is not applicable against this tender. However, all the bidders are required to submit "Bid Security Declaration, as per **Proforma-S** accepting that if they withdraw or modify their bids within 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, they will be suspended for period of 02 years. This suspension of 02 years shall be automatic without conducting any enquiry.

7) Performance Security @3% of order value is applicable against this tender. Please refer clause 10.0 of Section A of General Terms and conditions for ICB Tender (MM-RP-GLOBAL-E-01-2005). The format of Performance Bank Guarantee has been revised, the new format has been uploaded. Bidders are requested to ignore any old Performance Bank Guarantee with them.

Bidders are requested to advise the Bank Guarantee issuing bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original Performance Bank Guarantee to OIL's order/contract issuing office.

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

(i) "MT 760 / MT 760 COV for issuance of bank guarantee

(ii) "MT 760 / MT 767 COV for amendment of bank guarantee

The above message / intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Jodhpur Branch, IFS Code - UTIB0000057; Swift Code: AXISINBB057. Branch Address - AXIS Bank Ltd, Prince Tower, Near Jaljog Circle, Residency Road, Jodhpur - 342003"

8) Bidders to note that Govt. of India under Micro, Small and Medium Enterprises Development (MSMED) Act 2006, has proclaimed the Public Procurement Policy, 2012 with effect from 1st April, 2012 (and amendments issued time to time) in respect of procurement of goods and services, produced and provided by micro and small enterprises, by its Ministries, Departments and Public Sector Undertakings for promotion and development of Micro and Small Enterprises. In this regard, bidders are requested to take note of the following and to submit their offers accordingly.

a) 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 documents for availing the benefits applicable to MSEs:

i. Udyam Registration No. with Udyam Registration certificate

Note: In case bidding MSE is owned by Schedule Caste or Schedule Tribe 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.

b) For availing benefits under Public Procurement Policy (Purchase preference & EMD exemption), the interested MSE Bidders must ensure that they are the manufacturer/ service provider of tendered item(s) and registered with the appropriate authority for the said item(s). Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant MSE Certificate issued by appropriate authority specifying the item as per tender.

9) 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.

10) 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', 'Accepted' or in any similar fashion is not acceptable.

11) General terms and conditions of ICB tender (document MM-RP-GLOBAL-E-01-2005 for E-procurement) is enclosed. General Terms & Conditions for the orders have been modified. A copy of the same is enclosed. Bidders are requested to comply the same.

12) **Price should be maintained as per the price format under " NOTES & ATTACHMENT" tab only. The price quoted in the as per the price format under " NOTES & ATTACHMENT" tab will only be considered.**

13) 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>.

14) GST (Goods & Service Tax) will be cost loaded as quoted and in line with provisions of the bidding document. Any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders. For GST clause please refer **Annexure-GST**.

15) 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.

16) **Purchase preference policy (linked with Local Content) (PP-LC):** Purchase Preference on Local Content is applicable against this tender. This tender will be governed by the Purchase preference policy (linked with Local Content) (PP-LC) of Ministry of Petroleum & Natural Gas, Government of India. Bidders are advised to refer notification no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 & notification no. FP-20013/2/2017-FP-PNG dated 17.11.2020 and their subsequent amendments from MoP&NG. Clause on applicability of Purchase Preference (linked with local content) policy in the tender is specified in **Annexure-PPLC** of the tender document. PP-LC Policy (including its latest modifications/amendments) as may be prevailing on the date of Price Bid Opening shall be applicable against this tender. Bidders are requested to go through the policy and take note of the following while submitting their offer.

1. Certification and Verification

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

(i) At bidding stage:

- a) Price Break-up: The bidder shall provide the percentage of local content in the bid.
- b) The bidder shall submit an undertaking from the authorised signatory of bidder having the power of Attorney alongwith the bid stating the bidder meets the

mandatory minimum LC requirement and such undertaking shall become a part of the contract. In cases of procurement for a value in excess of Rs 10 crores, the undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.

However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practising cost accountant or practising chartered accountant giving the percentage of local content is also acceptable.

(ii) After Contract Award

The bidder shall submit an undertaking from the authorised signatory of bidder having the power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract. In cases of procurement for a value in excess of Rs 10 crores, the undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.

However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practising cost accountant or practising chartered accountant giving the percentage of local content is also acceptable.

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

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

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

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

17) BG CONFIRMATION:

Please advise the Bank Guarantee issuing bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original Bank Guarantee to OIL's order/contract issuing office.

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

(i) "MT 760 / MT 760 COV for issuance of bank guarantee

(ii) "MT 760 / MT 767 COV for amendment of bank guarantee

The above message / intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Jodhpur Branch, IFS Code - UTIB0000057; Swift Code: AXISINBB057. Branch Address - AXIS Bank Ltd, Prince Tower, Near Jaljog Circle, Residency Road, Jodhpur - 342003.

18) The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide **Annexure -XII** of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit Integrity Pact with the offer, their bid shall be rejected straightway.

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

1. Shri Shri Sutanu Behuria, IAS (Retd.);

E-mail: sutanu2911@gmail.com

2. Shri Rudhra Gangadharan, IAS (Retd.), Ex-Secretary, Ministry of Agriculture

E-mail: rudhra.gangadharan@gmail.com

3. Shri Om Prakash Singh, IPS (Retd.);

E-mail: ops2020@rediffmail.com

19) 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.

20) The prescribed Bid Forms for submission of bids which have been asked in the NIT alongwith Technical Checklist, Commercial Checklist must be filled-up and shall submitted along with the technical bid.

21) VENDOR REGISTRATION ON GOVERNMENT E-MARKETPLACE (GeM) PORTAL (APPLICABLE FOR OF INDIGENOUS BIDDER).

Reference to OM No. 6/9/2020-PPD dated 24.08.2020 issued by Department of Expenditure, Ministry of Finance, it shall be mandatory for sellers providing goods and services to Central Government Organizations to be registered on GeM and obtain a unique GeM seller ID at the time of placement of order/contract. View above, all bidders are advised to register themselves on GeM and provide the unique registration ID to OIL along with the bid. Contract/order shall be awarded to the successful bidder only after the bidder provides the GeM unique ID to OIL before the end of bid validity period.

22) Certificate of 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.

23) TAX RESIDENCY CERTIFICATE CLAUSE:

1. In accordance with Income Tax Act, 1961 Foreign bidders shall undertake in their Technical bid that in the event of placement of order on them, they shall submit below documents within 15 days from the date of issue of Purchase order. The documents are required to be furnished by OIL to Income Tax Department for complying with the requirements for making remittances to non-residents as per Income Tax Act, 1961 (as amended from time to time):

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

2. Payment to Foreign supplier shall be released only after receipt of the above documents. Any delay in submission of Tax Residency Certificate (TRC), Form No. 10 F (Annexure -1) and/or PE certificate (Annexure -2) within specified time may lead to the Income Tax Department directing OIL to deduct tax at a higher rate than at which it may otherwise have directed. Such increased tax liability shall be recovered from the Foreign Supplier.

3. In addition to above particulars, the Foreign supplier should also provide any other information as may be required later for determining the taxability of the amount to be remitted to the non-resident. Further, the foreign supplier shall be liable to intimate the subsequent changes (if any) to the information submitted against any of the above particulars, along with full details.

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

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

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

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

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

25) APPLICABILITY OF BANNING POLICY OF OIL INDIA LIMITED: Banning Policy dated 6th January, 2017 as uploaded in OIL's website will be applicable against the tender (and order in case of award) to deal with any agency (bidder/ contractor/ supplier/ vendor/ service provider) who commits deception, default, fraud or indulged in other misconduct of whatsoever nature in the tendering process and/ or order execution processes. Applicability of the policy shall include but not limited to the following in addition to other actions like invoking bid security/ performance security/ cancellation of order etc. as deemed fit and as mentioned elsewhere in the tender:

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

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

Annexure-BB

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 Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

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

ANNEXURE - GOODS AND SERVICES TAX

1. For the purposes of levy and imposition of GST, the expressions shall have the following meanings:
 - (a) GST - means any tax imposed on the supply of goods and/or services under GST Law.
 - (b) Cess – means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017.
 - (c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.
2. The rates quoted by the bidders shall be inclusive of all taxes, duties and levies except GST. However, bidders are required to provide separately the rate and amount of all types of taxes, duties and levies. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference in case the rate of duty/ taxes finally assessed is on the lower side. Further, bidders have to clearly show the amount of GST separately in the Tax Invoices. Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
3. Offers without giving any of the details of the taxes (Including rates and amounts) as specified above will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.
4. Bidders are required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profiteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the bidders should confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the bidders to ensure that the intended benefits of GST have been passed on to OIL.
5. **When Input tax credit is available for Set Off**

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

When Input tax credit is NOT available for Set Off

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

6. Bidders agree to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and /or acceptance or rejection of credit notes / debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by OIL in the customized format shared by OIL in order to enable OIL to update its database etc. that may be necessary to match the invoices on GSTN common portal and enable OIL to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.
7. In case Input Tax Credit of GST is denied or demand is recovered from OIL by the Central / State Authorities on account of any non-compliance by bidders, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify OIL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. OIL, at its discretion, may also withhold/recover such disputed amount from the pending payments of the bidders.

**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-(C&P)
C&P Deptt,
OIL, JODHPUR

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)

FORM OF PERFORMING BANK GUARANTEE

To:

M/s. Oil India Limited

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 _____

PROFORMA-S

FORMAT OF BID SECURITY DECLARATION

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

Ref. No _____

Date _____

Sub: Bid Security Declaration

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

To,
The GM-C&P (RF)
Contracts & Purchase Dept.,
OIL, Rajasthan Field, Jodhpur

Sir,

With reference to our quotation against your above-referred tender, we hereby undertake that;

If we withdraw or modify our Bids during the period of bid validity,

OR

In case of award of contract to us, if we fail to sign the contract, or submit the performance security before the deadline defined in the NIT,

OIL reserves the right to put us on suspension for a period of two years automatically without conducting any enquiry.

We undertake to unconditionally abide by the above declaration.

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)

Provisions for procurement of Goods pertaining to Oil & Gas business activities covered under Purchase preference Policy (linked with Local Content) (PP-LC)

Purchase preference policy (linked with Local Content)(PP-LC) notified vide Letter No. O-27011/44/2015-ONG-II/FP dated 25.04.2017 & notification no. FP-20013/2/2017-FP-PNG dated 17.11.2020 and their subsequent amendments from MoP&NG, if any,

This tender will be governed by the Purchase preference policy (linked with Local Content) (PP-LC) of Ministry of Petroleum & Natural Gas, Government of India. Bidders are advised to refer notification no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 & notification no. FP-20013/2/2017-FP-PNG dated 17.11.2020 and their subsequent amendments from MoP&NG, if any, and submit the necessary documents, declaration, undertaking etc. as per the policy guidelines along with their bid.

Bidders seeking Purchase Preference under PP-LC Policy shall be required to meet / exceed the target of Local Content (LC) as per the policy notification (Letter No. O-27011/44/2015-ONG-II/FP dated 25.04.2017 and notification no. FP-20013/2/2017-FP-PNG dated 17.11.2020 including the latest amendment thereto, if any).

At the bidding stage, the bidder shall provide Break-up of “Local Component” and “Imported Component” in the prescribed format of the policy document and submit / upload (in the e-procurement portal in case of e-tender) along with their price. **A copy of the same declaring the Local Component Percentage as per the policy should be uploaded alongwith techno-commercial unpriced bid without mentioning any price in techno-commercial bid.**

If the tendered quantity is not splittable / non-dividable / cannot be procured from multiple sources, the entire procurement value shall be awarded to the lowest techno-commercially qualified Class-I bidder, subject to matching with valid Class-II/NL bidder L1 rates. Else, the entire tender quantity shall be awarded to valid Class-II/NL Bidder, as applicable as per the policy.

In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs-Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy. If a bidder seeks free of cost tender document under the MSE policy, then it shall be considered that the bidder has sought benefit against the MSE policy and this option once exercised cannot be modified subsequently. Tenders involving eligible/qualified MSME Vendors as well as LC Vendors, preference regarding placement of order shall be accorded to MSME Vendors in line with Public Procurement Policy over PP-LC Policy.

Evaluation of bids with reference to PP-LC policy shall be done by OIL based on the documents submitted by the bidder. OIL shall not be responsible for any incorrect/incomplete submission of documents by bidder leading to non-compliance to PP-LC policy and denial of benefits under the policy.

The bidder, who has been awarded the contract/Order after availing Purchase Preference linked with Local Content, shall have to submit additional Bank Guarantee (**format attached at Proforma-L**) equivalent to the amount of Performance Security against the tender.

A bidder 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 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.

Proforma of Bank Guarantee towards Purchase Preference – Local Content

Ref. No. _____

Bank Guarantee No. _____

Dated _____

To
Oil India Limited

India

Dear Sirs,

1. In consideration of _____ (hereinafter referred to as OIL, which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. _____ dated _____ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s _____ having its registered/head office at _____ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and OIL having agreed that the CONTRACTOR shall furnish to OIL a Bank guarantee for India Rupees/US\$ _____ for the faithful fulfillment of conditions pertaining to Local Content in accordance with the value mentioned in the certificate of Local Content submitted by the contractor for claiming purchase preference under the Purchase Preference Policy (linked with Local Content).
2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay to OIL immediately on first demand in writing any / all money to the extent of Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by OIL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thin whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by OIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operating against the bank.
3. The Bank also agrees that OIL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that OIL may have in relation to the CONTRACTOR's liabilities.
4. The Bank further agrees the OIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in OIL against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of OIL or any indulgence by OIL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of OIL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till OIL discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of OIL or that of the CONTRACTOR.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.
9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs./US\$(in figures) _____ (Indian Rupees/US Dollars (in words) _____) and our guarantee shall remain in force until _____(indicate the date of expiry of bank guarantee).

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of OIL under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of OIL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this _____ date of _____ 20__ at _____

WITNESS NO.1

(Signature)
Full name and official address
(in legible letters)
Stamp

WITNESS NO.2

(Signature)
Full name and official address
(in legible letters)

(Signature)
Full name, designation and address
(in legible letters)
With Bank Attorney as per power of
Attorney No. _____
Dated _____

Annexure –P (PRICED BID FORMAT)

For Tender No. SJG9230L22 dated 25.12.2021

1) Price Bid Format (SUMMARY) for Foreign Bidders:

NAME OF BIDDER:				CURRENCY:			
Sl. No.	Particulars	Item No. 10 (05030849) Qty: 08 Nos.	Item No. 20 (05037803) Qty: 14 Nos.	Item No. 30 (05036292) Qty: 07 Nos.	Item No. 40 (05037804) Qty: 05 Nos.	Item No. 50 (05035562) Qty: 20 Nos.	Item No. 60 (05036257) Qty: 18 Nos.
A1	Material cost including Nozzle prices & Center Jets prices, if any	Per Unit:	Per Unit:	Per Unit:	Per Unit:	Per Unit:	Per Unit:
A= (A1*Qty)		Total:	Total:	Total:	Total:	Total:	Total:
B	Total Packing & FOB Charges						
C	Total FOB Port of Shipment Value (A+B)						
D	Total Overseas Freight Charges to Kolkata, India						
E	Banking & Insurance Charges@1.5% of C						
F	Total CIF Kolkata Value (C+D+E)						
G	IGST@5% on F						
H	Compensatory Cess, if any on F						

I	Total CIF+GST Value (F+G+H)						
J	Total Value in Words						
K	% Local Content as per PP-LC Policy						
L	Name of Manufacturer						
M	Country of Origin						
N	Port of Despatch						
O	Per Bit Weight & Volume						
P	Gross weight & Volume						
Q	HSN code for Each item unit (8 digit)						

2) Priced Bid Format (SUMMARY) for Indigenous Bidders:

NAME OF BIDDER:						CURRENCY: INR	
Sl. No.	Particulars	Item No. 10 (05030849) Qty: 08 Nos.	Item No. 20 (05037803) Qty: 14 Nos.	Item No. 30 (05036292) Qty: 07 Nos.	Item No. 40 (05037804) Qty: 05 Nos.	Item No. 50 (05035562) Qty: 20 Nos.	Item No. 60 (05036257) Qty: 18 Nos.
A1	Material cost including Nozzle prices & Center Jets prices, if any	Per Unit:	Per Unit:	Per Unit:	Per Unit:	Per Unit:	Per Unit:
A= (A1*Qty)		Total:	Total:	Total:	Total:	Total:	Total:
B	Packing & Forwarding Charges						
C	Total Ex-Works Value (A+B)						
D	GST@5% on C						
E	Total FOR Despatching Station Price (C+D)						
F	Road Transportation Charges up to Hamira, Jaisalmer inclusive of GST						
G	Insurance Charges @0.5% on E						
H	Total FOR Hamira, Jaisalmer Value (E+F+G)						
I	Total Value in Words						

J	% Local Content as per PP-LC Policy						
K	Name of Manufacturer						
L	Country of Origin						
M	Place of Despatch						
N	Per Bit Weight & Volume						
O	Gross weight & Volume						
P	HSN code for Each item unit (8 digit)						

Comparison of Offers:

1.0 When only foreign bidders are involved:

Comparison will be done on Total CIF+GST Value [i.e 1 (I)]

2.0 When both foreign & Domestic bidders are involved:

Comparison will be done on total CIF+GST Value of foreign bidder [i.e 1 (I)] and total FOR Despatching Station value of domestic bidder [i.e 2 (E)].

3.0 When only domestic bidders are involved:

Comparison will be done on Total FOR Destination (Hamira, Jaisalmer, Rajasthan) value of Domestic bidder [i.e 2 (H)]

Note:

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

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

3. The items covered under this enquiry shall be used by OIL in the PEL/ML areas and hence, applicable Customs Duty for import of goods shall be ZERO. However, GST@ %5 shall be applicable. GST@ 5% shall be applicable for Indigenous bidders also under deemed export benefit.

4. Other clauses shall be applicable as per MM-RP-GLOBAL-E-01-2005 & Modified Terms & Conditions of the PO and Goods & Service Tax clauses as per GST CLAUSE uploaded in Tender.

5. If any of the Clauses of this tender document contradict the Clauses of the booklet MM-RP-GLOBAL-E-01-2005 for E-procurement (ICB Tenders) elsewhere; those in the Modified Terms & Conditions of the PO shall prevail and tender document shall prevail.

6. Bidders to quote the 8 digit HSN/SAC code for all the offered items and services. In case the same is not quoted by bidder, any liability arising due to non-declaration of the correct 8 digit HSN/SAC code shall be to the bidder's account.

7. If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.

8. In the event of finalization of the contract, whenever any foreign national is engaged for the job, the Visa as well as other statutory permits required for visit of such personnel to site shall be arranged by the bidder at their cost and effort. Necessary invitation letter/certification will be issued by OIL on request.
NOTE: BIDDERS TO QUOTE AND UPLOAD THE PRICE BID SEPARATELY UNDER THE TAB "NOTES & ATTACHMENT".

COMMERCIAL CHECK LIST

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

Sl#	REQUIREMENT	COMPLIANCE
1.0	Whether bid submitted under Single Stage Two Bid System?	Yes / No
2.0	Whether quoted as manufacturer?	Yes / No
2.1	Whether quoted as OEM Dealer / Supply House. To Specify-	Yes / No
2.2	If quoted as OEM Dealer / Supply House	Yes / No
	(a) Whether submitted valid and proper authorization letter from manufacturer confirming that bidder is their authorized Dealer / supply House for the product offered ?	
	(b) Whether manufacturer's back-up Warranty/Guarantee certificate submitted?	
3.0	Whether Bid Security Declaration submitted?	Yes / No
4.0	Whether offered firm prices ?	Yes / No
4.1	Whether quoted offer validity of 120 days from the bid closing date of tender?	Yes / No
4.2	Whether quoted a firm delivery period?	Yes / No
4.3	Whether agreed to the NIT Warranty clause?	Yes / No
4.4	Whether confirmed acceptance of NIT Payment Terms	Yes / No
5.0	Whether confirmed to submit PBG as asked for in NIT?	Yes / No
5.1	Whether agreed to submit PBG within 30 days of placement of order?	Yes / No
6.0	Whether Price submitted as per Price Schedule ?	Yes / No
7.0	Whether quoted as per NIT (without any deviations)?	Yes / No
7.0	Whether quoted any deviation?	Yes / No
7.1	Whether deviation separately highlighted?	Yes / No
8.0	Whether indicated the country of origin for the items quoted?	Yes / No
8.1	Whether technical literature / catalogue enclosed?	Yes / No
8.2	Whether weight & volume of items offered indicated?	Yes / No
9.0	Whether indicated the place from where the goods will be dispatched. To specify :	Yes / No
10.0	Whether all BRC/BEC clauses accepted ?	Yes / No
11.0	Whether Integrity Pact with digital signature uploaded?	Yes / No
11.1	Whether all the clauses in the Integrity Pact have been accepted?	Yes / No
12.0	For Foreign Bidders - Whether offered FOB / FCA port of despatch including sea / air worthy packing & forwarding?	Yes / No
12.1	For Foreign Bidders – Whether port of shipment indicated. To specify:	Yes / No
12.2	For Foreign Bidders only - Whether indicated ocean freight up to Kolkata port (Excluding marine insurance) ?	Yes / No
12.3	Whether Indian Agent applicable ?	Yes / No
	If YES, whether following details of Indian Agent provided?	Yes / No
	(a) Name & address of the agent in India – To indicate	
	(b) Amount of agency commission – To indicate	
	(c) Whether agency commission included in quoted material value?	

13.0	For Indian Bidders – Whether indicated the place from where the goods will be dispatched. To specify :	
13.1	For Indian Bidders – Whether road transportation charges up to Destination quoted?	Yes / No
13.2	For Indian Bidders only - Whether offered Ex-works price including packing/forwarding charges?	Yes / No
13.3	For Indian Bidders only - Whether indicated import content in the offer?	Yes / No
13.4	For Indian Bidders only - Whether offered Deemed Export prices?	Yes / No
13.5	For Indian Bidders only – Whether all applicable Taxes & Duties have been quoted?	Yes / No
14.0	Whether local content as per PP-LC policy declared in the bid?	Yes / No
14.1	Whether all the documents and undertaking as per PP-LC policy submitted?	Yes / No
15.0	Whether duly sealed & signed undertaking as per format provided vide Annexure-BB submitted?	Yes / No

TO BE FILLED UP IN DETAIL:

Sl No	Requirement	Bidder's Reply
01	Offer reference & Date	
02	Name, Address, Phone No & E-mail of Bidder	
03	Bank details of Bidder	
04	Name of Manufacturer	
05	Bid validity	
08	Payment Terms	
09	Guarantee/Warranty Terms	
10	Delivery Period in Weeks	
11	Country of Origin	
12	Port of Despatch / Despatching Station	
13	Confirm submission Integrity pact, if required as per NIT	
14	Confirm acceptance of PBG clause, if required as per NIT	
15	Compliance to: Liquidated Damage Warranty/Guarantee Arbitration/Resolution of Dispute Force Majeure Applicable laws	
16	Exception/Deviations quoted, if any, to be given in details or refer to respective page of the bid documents	
17	Confirmation regarding mentioning of Eight Digit HSN Code for each item in Price Bid Format	
18	% of Local content as per PP-LC policy and whether the relevant documents submitted or not?	

Signature_____

Name

Designation

PROFORMA – STATEMENT OF COMPLIANCE

Tender No. : *** & DATE:*******

STATEMENT OF COMPLIANCE
(Only exceptions/deviations to be rendered)

SECTION NO. (PAGE NO.)	CLAUSE NO. SUB-CLAUSE NO.	COMPLIANCE/ NON COMPLIANCE	REMARKS

(Authorised Signatory).

Name of the Bidder_____

NOTE: OIL INDIA LIMITED expects the Bidders to fully accept the terms and conditions of the bid document. However, should the Bidders still envisage some exceptions/ deviations to the terms and conditions of the bid document, the same should be highlighted as per format provided above and to be submitted as part of their Technical Bid. If the Proforma is left blank, then it would be presumed that the Bidder has not taken any exception/deviation to the terms and conditions of the bid document.