



OIL INDIA LIMITED
(A Government of India Enterprises)
4, India Exchange Place
Kolkata -700001

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FORWARDING LETTER

Tender No & Date	:SKI 7851P19/01
Tender Fee	:Rs 1,000.00
Bid Security Amount	: Rs. 26,700 /-
Bidding Type	: Single Stage Two Bid
Bid Closing on	: As mentioned in the e-portal
Bid Opening on	: As mentioned in the e-portal
Performance Guarantee	: Applicable
Integrity Pact	: Not Applicable
Delivery Required	: At DULIAJAN, ASSAM

OIL invites Bids for **Supply , installation & commissioning of welding positioner** through its E-Procurement site under **SINGLE STAGE TWO BID SYSTEM**. The bidding documents and other terms and conditions are available at Booklet No. MM/CALCUTTA/E-01/2016. The prescribed Bid Forms for submission of bids are available in the Technical RFx -> External Area -> Tender Documents.

The general details of tender can be viewed by opening the RFx [Tender] under RFx and Auctions. The details of items tendered can be **found in the Item Data and details uploaded under Technical RFx.**

The tender will be governed by:

- a) For technical support on various matters viz. Online registration of vendors, Resetting of Passwords, submission of online bids etc, vendors should contact OIL's ERP-MM Department at following: Tel. No.s = 0374-2807178, 0374-2807171 , 0374-2807192. Email- id = erp_mm@oilindia.in.**
- b) "General Terms & Conditions" for e-Procurement as per Booklet NO. MM/CALCUTTA/E-01/2016 for E-procurement (LCB Tenders).**
- c) This tender shall be guided by Purchase preference policy-linked with Local Content (PP - LC) notified vide letter no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoP&NG as well as Public Procurement Policy for MSEs-Order 2012. For details of the PP-LC policy, please visit OIL website at www.oil-india.com and it is also provided in Annexure-II of this tender.**

Purchase Preference will be given as per prevailing Government Guidelines as applicable on the bid closing date

Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions specified and shall have to submit all undertakings / documents applicable for this 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.

- d) Technical specifications with Quantity and BEC/BRC and Price bid format as per **ANNEXURE AAA, ANNEXURE BBB and ANNEXURE CCC** respectively.
- e) The prescribed Bid Forms for submission of bids are available in the Technical RFx -> External Area -> Tender Documents.
- f) Any sum of money due and payable to the contractor (including Security Deposit refundable to them) under this or any other contract may be appropriated by Oil India Limited and set-off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited).
- g) Bidder are advised to fill up the **Technical evaluation sheet (Annexure DDD), Technical bid check list (Annexure EEE), Response sheet (Annexure FFF) and Bank Details (Annexure GGG)** given in this bidding document uploaded in Technical RFx -> External Area -> Tender Documents. The above filled up documents to be uploaded in the Technical RFx Response.
- h) **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.**

Special Note:

1.0 Bidders to take special note of the following conditions:

1.1 Against Tender Fee – **Payment should be made only through online mode** and no other instrument (Cash/DD/Cheques/Cashier Cheque, etc) will be acceptable.

Vendors who do not have OIL's User ID & password, may generate User ID & password online by the Vendor by using the link for supplier enlistment given in OIL's e-tender portal and then pay Tender Fee on-line through OIL's electronic Payment Gateway upto one week prior to the Bid closing date (or as amended in e-portal).

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

1.3 A) Bidders submitting bank guarantee as **Bid Security** should note that 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 767 / 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, Corporate Banking Branch, IFSC Code - UTIB0001164. Branch Address - AXIS Bank Ltd, Corporate Banking Branch, 3rd Floor, AC Market, 1, Shakespeare Sarani, Kolkata 700071."

B) The Bidder shall submit to OIL the copy of SFMS message as sent by the issuing bank branch along with the original bank guarantee.

Note : In the event of an order, similar process will be required to be followed by the bidder in case of submission of Performance Security in the form of Bank guarantee.

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 sealed envelope super scribed with Tender no. and Due date to **CGM-Kolkata Office, Oil India Limited, 4, India Exchange Place, Kolkata – 700 001** only on or before the Bid Closing Date and Time mentioned in the Tender.

- a) Original Bid Security
 - b) Detailed Catalogue (if any)
 - 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 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.

4.0 To participate in OIL's E-procurement tender, bidders should have a legally valid Digital Signature Certificate as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). The digital signature should be of Class 3 digital certificate alongwith encryption certificate for the designated individual with organization name. Please also refer "**Guideline to Bidder for participating in OIL**". All the Bids must be Digitally Signed.

5.0 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.

6.0 The tender is invited under **SINGLE STAGE-TWO BID SYSTEM**. Bidders shall quote accordingly under Single Stage Two Bid System. **The bidders are required to submit both the "TECHNO-COMMERCIAL UNPRICED BID" and "PRICED BID" through electronic format in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender.**

6.1 Please ensure that Techno-commercial Bid / all technical related documents related to the tender are uploaded in the Technical Attachment as shown in the screen shot below. The "**TECHNO-COMMERCIAL UNPRICED BID**" shall contain all techno-commercial details **except the prices**. Please note that no price details should be uploaded in Technical Attachment.

6.2 The "**PRICE BID**" must contain the price schedule and the bidder's commercial terms and conditions. **Details of prices as per Price Bid format/Priced bid can be uploaded as Attachment in the attachment option under "Notes & Attachments" tab as shown in the screen shot below.**

A screen shot in this regard is shown below.

Upload Technical Bid / Price Bid.

1.

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

http://smqas.oilindia.in:50100/sj/portal

Response

Display RFX Response:

Edit Print Preview Check Technical RFX Response Close Verify Signature Sign Response Refresh Signature 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: 9 Days 14:52:03 RFX Owner: BNPALU

Total Value: 1000000000 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**

Event Parameters

Currency: Indian Rupee

Detailed Price Information: Price with Conditions

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

Service and Delivery

Incoterms: FOB SINGAPORE

Partners and Delivery Information

Details Send E-Mail Call Close

Function	Number	Name
The table does not contain any data		

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://smqas.oilindia.in:50100/sj/portal/NavigationTarget?url=/SAP/SF2/TechnicalName=spw/B75/overdler/SAP/SRM/Operations/displayResponseDetailSPRDE-13A

Response

Display RFX Response:

Edit Print Preview Check Technical RFX Response Close Verify Signature Sign Response Refresh Signature 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: 9 Days 14:52:03 RFX Owner: BNPALU

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RFX Information Items Notes and Attachments Conditions Summary Tracking

Basic Data Questions **Technical Attachments**

Notes

Category

Conditions of Participation

Get Installation/Location Test

Supplier's Remarks

Purchaser's Remarks

Attachments

Folder Attachments

Folder Name Category Description File Name Version Processor Checked Out Type Size (KB) Changed by Changed on

The table does not contain any data

"The "Techno-Commercial Unpriced Bid" shall contain all technocommercial details except the prices.

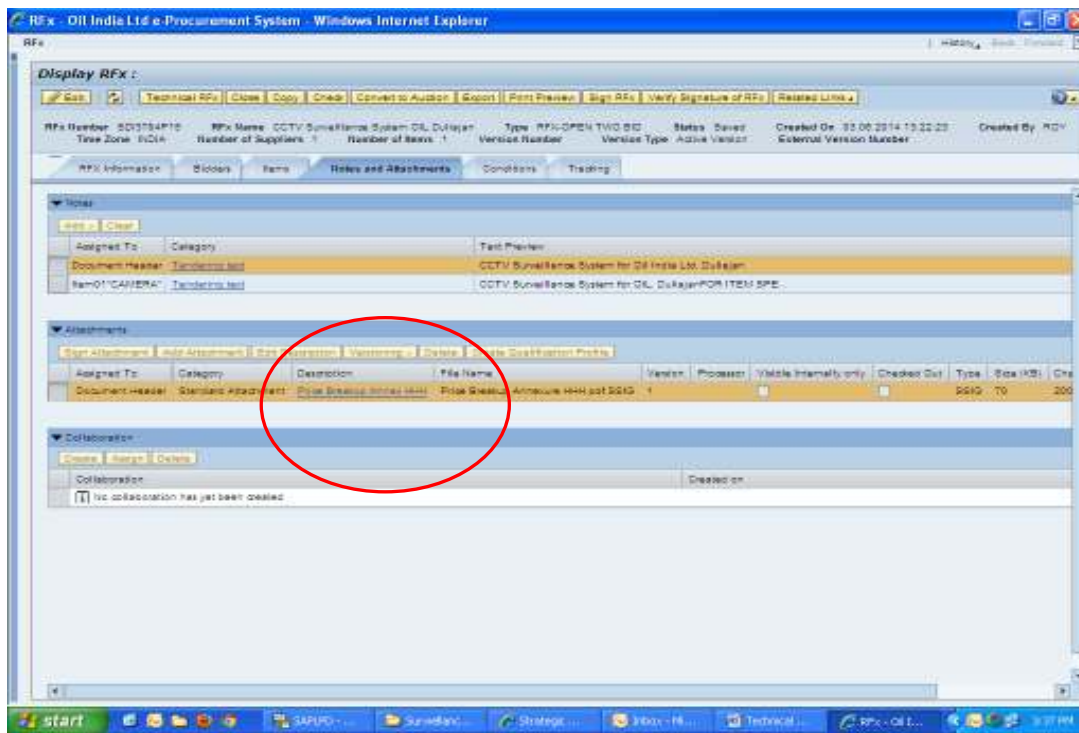
**** Please follow the instructions as per Vendor User Manual for Uploading Price under "Notes and Attachment" or "Condition"**

6.3 Any Offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria mentioned in the tender.

6.4 Only the price-bids of the bidders whose offers are commercially and technically acceptable shall be opened for further evaluation.

6.5 Price Breakup/format:

Bidders should submit the price breakup/format of all the items as per “Annexure CCC” which has been uploaded under “Notes & Attachments” > “Attachments” as shown below. The price breakup/format “Annexure CCC” should be filled up, signed and uploaded under “Notes & Attachments” > “Attachments” only. **The filled up price breakup/format of all the items should not be uploaded in Technical Attachment.**



Please do refer “**NEW INSTRUCTION TO BIDDER FOR SUBMISSION**” for the above two points and also please refer “**New Vendor Manual (effective 12.04.2017)**” available in the login Page of the OIL’s E-tender Portal.



NOTE:

Bidders should submit their bids (preferably in tabular form) explicitly mentioning compliance / non compliance to all the NIT terms and conditions of NIT.

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

8.0 The tender shall be governed by the Bid Rejection & Bid Evaluation Criteria given in enclosed **Annexure-BBB**. However, if any of the Clauses of the Bid Rejection Criteria / Bid Evaluation Criteria (as per **Annexure-BBB**) contradict the Clauses of the tender and / or “General Terms & Conditions” as per Booklet No. MM/CALCUTTA/E-01/2016 for E-Procurement of Indigenous Tenders elsewhere, those in the BEC / BRC shall prevail.

9.0 Please do refer the User Manual provided on the portal on the procedure-How to create Response for submitting offer.

10.0 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 e-Tendering the DSC token should be connected to your system.

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

11.0 For exemption for tender fee, please refer Clause No. 3.3 (Section A) of “General Terms & Conditions” for e-Procurement as per Booklet No. MM/CALCUTTA/E-01/2016 for E-procurement (LCB Tenders).

12.0 Bidders should submit their bids (preferably in tabular form) explicitly mentioning compliance / non compliance to all the NIT terms and conditions of NIT.

13.0 In addition to the existing clause of accepting Bid Security and Performance Security in the form of Bank Guarantee in Para No. 8.2 and 9.3 in the “General Terms & Conditions” for e-Procurement as per Booklet No. MM/CALCUTTA/E-01/2016 for E-procurement (LCB Tenders)

to include the below mention point as well:

“#Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non -Scheduled Bank of India shall not be acceptable.”

14.0 CLAUSES RELATED TO GST

(A) Taxes:

- i. 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.

- ii. The rates quoted by the bidders shall be inclusive of all taxes, duties and levies. However, bidders are required to provide separately the rate and amount of all types of taxes, duties and levies. In case, the quoted information related to various taxes, duties and 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 the 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.
- iii. 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 and 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.
- iv. Bidder is required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profiteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the bidder must confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and must also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the bidder to ensure that the intended benefits of GST have been passed on to OIL.
- v. Statutory variation (increase/decrease) of GST within the contractual delivery period will be to the account of OIL subject to documentary evidence. However, any increase in statutory levy after the expiry of the scheduled date of delivery shall be to the supplier's account.
- vi. Bidder agrees to do all things but not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and /or acceptance or rejection of credit notes / debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by OIL in the customized format shared by OIL in order to enable OIL to update its database etc. that may be necessary to match the invoices on GSTN common portal and also for claiming input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.
- vii. In case Input Tax Credit of GST is denied to OIL or demand is recovered from OIL by the Central / State Authorities on account of any non-compliance by Bidder/Supplier, including non-payment of GST charged and recovered, the Bidder/Supplier shall indemnify OIL in respect of all such claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. OIL, at its discretion, may also withhold/recover such an amount demanded and recovered by the authorities/ state authorities from the pending payments of the Bidder/Supplier.
- viii. GST liability, if any on account of supply of free samples against any tender/purchase order (wherever applicable) shall be to bidder's/ supplier's account.

Yours Faithfully,

Sd-
(Aparajita Gogoi)
SR. Manager Materials (P)
For GM-Kolkata Office

Annexure - AAA

TECHNICAL SPECIFICATIONS WITH QUANTITY

SLNO & MATERIAL CODE NO.	MATERIAL DESCRIPTION.	QUAN TITY	UOM
10 ----- OC000598	Welding positioner (Detailed speciation are as shown is annexure-II)	1	NO
20	Installation & Commissioning	1	AU

ANNEXURE –II

Welding positioner for Central Workshop

1.0 SCOPE OF SUPPLY

- 1.1 Supply of one no. brand new Welding positioner with all accessories complete.
- 1.2 The scope of work also includes supply, installation & commissioning and imparting training of Welding positioner along with all accessories.

2.0 DETAILED SPECIFICATION OF BRAND NEW WELDING POSITIONER:

1. a) Design

- i) Machine should be sturdy and heavy duty in nature
- ii) Machine should be easy to run and user friendly.
- iii) Machine should be energy efficient & environment friendly

Technical details :

i) The welding positioner should be of steel & with top face and edge should be precisely machined with scribed concentric rings to assists job alignment .

ii) The positioner can able to handle not less than 2000 kg & the diameter of the table should be not less than 1200 mm .

iii) Reputed make gear box & bearings to be used for easier maintenance in future .

iv) The table can be utilized for down hand welding with rotation & tilting 120 degree minimum from the horizontal with self locking function with remote control device for easy operation.

v) The turning velocity of the positioner should be around 0.35 r/min .& the height of the table should not be more than 1500 mm .

vi) Motor speed control : Forward/ reverse/ stop switch
Rotation speed control

3. Safety i) All safety devices to be incorporated in the machine as per the industrial standards.

ii) Emergency stop button to be provided wherever required.

iii) All rotating parts, to be covered with safety guards.

4. Standard accessories :

All necessary accessories to be provided with the machine.

5. Spares :

Manufacturer to submit list of spares required for smooth running of machine for a minimum period of 2 years. However, it will not be considered for evaluation of the bids.

Notes:

- i. Original catalogues with relevant features shall be supplied along with the bids.
- ii. The requirements of any other accessories required for the smooth operation of the machine are also to be quoted in detail in the bid document.
- iii. Deviation from NIT requirements shall be clearly indicated in the bid under separate heading.
- iv. All write ups, documents, certificates, manuals, correspondences etc. by the bidder must be in English.
- v. All hazards involved during operation / standby should be specifically mentioned along with necessary protective measures for the same.
- vi. Two sets of Operation & Maintenance manual shall be provided free of cost along with materials.
- vii. Bidder should submit Standard Operating Procedure along with the material indicating all the hazard involved.
- viii. **Delivery to be made within six month from the date of placement of P O . Bidder to confirm the same.**

6. TRAINING TO OIL PERSONNEL:

- a) The bidder shall arrange for training at their own work site for atleast 2 (two) persons. OIL shall bear all expenses for to & fro journey & stay of their training team. Training charge if any is to be quoted separately and the same will be considered for evaluation.
- b. The bidder should provide experienced trainer for the same.

7. Packing: i) The packing shall be roadworthy for transportation upto site, sufficiently robust to withstand rough handling

ii) Boxes/ packing cases containing electrical equipment shall be water & rodent proof.

iii) All manuals, drawings, documents and digital items (discs) shall be separately packed and contained in rigid plastic pouches.

8. Inspection & Testing:

OIL as purchaser shall have the right to carry out stage inspection and shop visit to review the manufacturing progress but such inspection shall not relieve the bidder of his responsibility to ensure that the equipment supplied is free from all manufacturing and other defects and conform to correct specifications. The bidder/manufacture shall inform OIL in advance (four weeks if in India & sixteen weeks if abroad) for inspection at OEM/suppliers premises. However, manufacturer should not hold any manufacturing activity for witness of purchaser's stage inspection. OIL shall have the right to waive such inspection.

A) PREDELIVERY INSPECTION:

i) Pre-delivery inspection shall be performed by OIL to insure all components, controls, etc. are included as specified herein, free from any defects and equipment can fulfill all the requirements as specified prior to delivery and acceptance. The testing of brand new welding positioner shall necessarily be carried out at factory/ manufacturer premises/bidder's premises in presence of representatives of OIL. The manufacturer or its representative shall give a notice in advance of minimum four weeks for in country and sixteen weeks for abroad carrying out pre-delivery inspection and shall arrange for consumables for testing at his cost. OIL shall witness such inspection & testing at mutually agreed date and will bear the cost of its inspection visit to the factory.

B) DISPATCH/SHIPMENT TO SITE: The items shall be dispatched only after OIL's satisfactory inspection and advice.

C) INSTALLATION AND COMMISSIONING AT SITE AND HANDING OVER TO OIL

i) Installation and Commissioning of the machine shall be carried out by the bidder in the presence of OIL representatives at sites at Duliajan, Assam (India).

ii) Installation / commissioning charges should be quoted separately which shall be considered for evaluation of the offers. These charges should include amongst others to and from fares, boarding/ lodging and other expenses of the service personnel during their stay at Duliajan, Assam (India).

iii) The bidder shall be responsible for safety of its personnel and equipment during the commissioning work.

iv) During the installation & commissioning job, the bidder shall strictly ensure that all the cut ends of cables, packing materials, leftover items are removed from site after completion of work.

v) No environmental damage shall be done while carrying out the job.

D) SERVICE AND WARRANTY:

i) The supplier shall ensure adequate and prompt after sales service free of cost during warranty period, and against payment after the warranty period is over.

ii) The warranty period for the brand new machine with all accessories should be a minimum of 18 months from the date of dispatch/ shipment or 12 months from the date of commissioning of the equipment whichever is earlier.

iii) The warranty coverage shall include required spare parts, labor, reasonable travel expense necessary for repairs at the jobsite, and expendables (consumables and other service items made unusable by the defect) used during the course of repair or any defects in the equipment during warranty period shall be replaced by the party at his own cost without any extra charge to OIL

9.0 TECHNICAL CHECKLIST FOR WELDING POSITIONER :

The following checklist must be completed and returned with the offer. Please ensure that all these points are covered in your offer. These will ensure that your offer is properly evaluated. Please tick mark "YES" or "No" to the following questions, in the right hand.

i) Whether Quoted as OEM and documentary evidence submitted?

YES / NO

ii) Whether Quoted as Authorized Dealer of OEM and documentary evidence submitted?

YES / NO

iii) Whether separately highlighted any deviation from NIT?

YES / NO

iv) Whether detail specification of welding positioner with manufacturer's technical literatures, catalogues enclosed?

YES / NO

v) Whether quoted for supply, installation & commissioning?

YES / NO

vi) Whether Inspection Clause as mentioned in the NIT included in the bid?

YES / NO

vii) Whether the quoted machine is brand new?

YES/NO

viii) Whether all literatures, documents etc. are in English?

YES / NO

ix) Whether the machine needs to be calibrated time to time?

YES / NO

x) Whether the list of spares for 2 years maintenance submitted?

YES / NO

Annexure-BBB

BID REJECTION & BID EVALUATION CRITERIA

The bids must conform to the specifications, terms, and conditions given in the NIT. Bids shall be rejected in case the items offered do not conform to the required minimum / maximum parameters stipulated in the technical specifications and to the respective international / national standards wherever stipulated. Notwithstanding the general conformity of the bids to the stipulated specifications and terms and conditions, the following requirements shall have to be particularly met by the bidders, without which the offer will be considered as non-responsive and rejected:

I) BID REJECTION CRITERIA (TECHNICAL)

1. The bidder should be either manufacturer or authorized dealer /distributor of welding positioner. In case of authorized dealer/distributor, the valid dealership/distributor certificate from OEM has to be provided along with the offer.

2. Bidder must have experience to supply, installation and commissioning of at least 1(one) nos of welding positioner of same or more capacity in Govt /Semi Govt organisation/ Public Limited Company/ reputed private company in last 5 years from the date of bid opening .Copies of purchase orders & Invoice from the clients indicating the supply of such equipment are to be forwarded with the offer.

Note: reputed private company means listed company in share market.

The original Bid Closing date shall be considered by OIL for evaluation of BRC Criteria even in case of any extension of the original Bid closing date. Bidders to quote accordingly.

B) BID REJECTION CRITERIA (FINANCIAL) :

1.0 Annual Financial Turnover of the bidder during **any of preceding three financial / accounting years from the original bid closing date** should be at least **Rs. 6,65,235/-**

1.1Net worth of bidder must be positive for preceding financial/ accounting year.

2.0Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that 'the balance sheet/Financial Statements for the financial year..... (as the case may be) has actually not been audited so far'.

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

i) A certificate issued by a practicing Chartered/ Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **ANNEXURE-B**.

OR

ii) Audited Balance Sheet along with Profit & Loss account."

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.

Note: The original Bid Closing date shall be considered by OIL for evaluation of BRC Criteria even in case of any extension of the original Bid closing date. Bidders to quote accordingly.

C) COMMERCIAL:

1.0 Bids are invited under **Single Stage Two Bid System**. Bidders shall quote accordingly under **Single Stage Two Bid System**. **Please note that no price details should be furnished in the Technical (i.e. Unpriced) bid.** The "Unpriced Bid" shall contain all techno-commercial details except the prices, which shall be kept blank. The "Price Bid" must contain the price schedule and the bidder's commercial terms and conditions. Bidder not complying with above submission procedure will be rejected. **Technical Rfx Response folder is meant for Technical bid only. Therefore, No price should be given in Technical Rfx Response folder, otherwise the offer will be rejected.**

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.

1.1 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 , techno- commercial details including quantity offered except prices which shall be kept blank and upload the same in the Technical Rfx Response-> User - > Technical Bid. **No price should be given in above Technical Rfx otherwise the offer will be rejected.** Please go through the help document in details before uploading the document and ensure uploading of technical bid in the Technical Rfx Response-> User - > Technical Bid only. The "PRICE BID" must contain the price schedule and the bidder's commercial terms and conditions. **Details of prices as per Bid format / Commercial bid can be uploaded as Attachment under the attachment option under "Notes & Attachments". Priced bids of only those bidders will be opened whose offers are found to be techno-commercially acceptable.**

2.0 **Bid security of Rs. 26,700 /-** shall be furnished as a part of the TECHNICAL BID (refer Clause No. 8.0 (Section A) of "General Terms & Conditions" for e-Procurement as per Booklet No. MM/CALCUTTA/E-01/2016 for E-procurement (LCB Tenders)). A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender.

2.1 For exemption for submission of Bid Security, please refer Clause No. 8.16 (Section A) of "General Terms & Conditions" for e-Procurement as per Booklet No. MM/CALCUTTA/E-01/2016 for E-procurement (LCB Tenders).

2.2 The Bank Guarantee towards Bid Security shall be valid **upto 31.12.2018.**

3.0 Successful bidder will be required to furnish a Performance Bank Guarantee @10% of the order value. Validity of the performance security shall be valid for 90 days beyond contract

period/duration and applicable warranty/guarantee/defect liability period (if any). **Bidder must confirm the same in their Technical Bid.** Offers not complying with this clause will be rejected.

4.0 The prices offered will 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.

5.0 Validity of the bid shall be minimum 120 days from the Bid Closing Date. Bids with lesser validity will be rejected.

6.0 Bids containing incorrect statement will be rejected.

7.0 No offers should be sent by Telex, Cable, E-mail or Fax. Such offers will not be accepted.

8.0 All the Bids must be Digitally Signed using “Class 3” digital certificate (e-commerce application) with Bidder’s organization 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 with Bidder’s organization name, will be rejected.

9.0 The original Bid Closing date shall be considered by OIL for evaluation of BRC Criteria even in case of any extension of the original Bid closing date. Bidders to quote accordingly.

10.0 Bidders are required to submit the summary of the prices in their Commercial (Priced) bids as per bid format (Summary), given in **Annexure CCC** below :

Price Bid Format

Tender No.: _____

	Item No.		
	HSN Code		
	Basic material Value (Unit Rate)		
	Quantity		
		In Rupees	
A.	Total Basic Material Value (Unit rate x Quantity)		
B.	Pre-despatch /Third party Inspection charges, if any		
C.	Packing and forwarding charges, if any		
D.	Total Ex-works value (A+B+C)		
E.	GST on (D)		
F.	Compensatory Cess, if any		
G.	Total FOR Despatching Station Value (D+E+F)		
H.	Freight Charges upto destination		
I.	GST on freight charges		
J.	Insurance charges inclusive of GST		
K.	Training Charges, if any		
L.	GST on training charges		
M.	Installation & Commissioning Charges, if any		
N.	GST on I & C charges		
O.	AMC charges, if any		
P.	GST on AMC charges		
Q.	Total FOR Destination Value (G+H+I+J+K+L+M+N+O+P)		

Gross weight of the total consignment
Gross volume of the total consignment
Name of Despatching Station
Delivery Period
Validity
Payment terms
Name of original manufacturer
Other terms if any

Name of Bidder
Full Name :
Address :
Date :

Note:

- Bidders must quote Freight Charges upto destination specified in tender. In case bidder fails to quote inland freight charges, highest freight quoted by the other 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.
- Inspection Charges (Ref. B), Training Charges (Ref. K & L), I&C Charges (Ref M & N) and AMC Charges (Ref. O & P) are to be quoted wherever specifically asked for in the tender.
- Other clauses on Goods & Service Tax shall be applicable as incorporated elsewhere in this tender.

II) BID EVALUATION CRITERIA

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

1.0 The evaluation of bids will be done as per the Price Schedule (SUMMARY) detailed vide **Para 10.0** of Bid Rejection Criteria.

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

3.0 To ascertain the inter-se-ranking, the comparison of the responsive bids will be done on FOR Destination basis, subject to corrections / adjustments given herein.

4.0 This tender shall be guided by Purchase preference policy-linked with Local Content (PP - LC) notified vide letter no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoP&NG as well as Public Procurement Policy for MSEs-Order 2012. For details of the PP-LC policy, please visit OIL website at www.oil-india.com and it is also provided in Annexure-II of this tender.

Purchase Preference will be given as per prevailing Government Guidelines as applicable on the bid closing date

Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions specified and shall have to submit all undertakings / documents applicable for this 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.

5.0 In case 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 the Tender and/or elsewhere, those mentioned in this BEC / BRC shall prevail.

COMMERCIAL CHECKLIST*(To be filled up and submitted along with the bid)*

Tender no.	
Bidder's name	

SL. NO.	BEC / TENDER REQUIREMENTS	COMPLIANCE BY BIDDER	
		Indicate 'Confirmed'/'Not Confirmed' /Not applicable	Indicate Corresponding page ref. of unpriced bid or
1	Confirm that validity has been offered as per NIT.(120 days from BC date).		
2	Confirm that Bid Security / Earnest Money has been submitted as per NIT (Wherever Applicable)?		
2.1	Confirm that original bid bond guarantee has been submitted in format MENTIONED IN NIT.		
3	Confirm that you shall submit Performance security (in the event of placement of order) (Wherever Applicable)?		
4	Confirm that duly signed Integrity Pact has been submitted as per NIT (Wherever Applicable)?		
5	Confirm that you have submitted documentary evidence as per BRC Technical		
6	Confirm that you have submitted proof of annual turnover and net worth certified by a chartered accountant (with membership number and Firm registration number) .		
7	Confirm that the offers and all attached documents are digitally signed using Class 3# digital certificate (e-commerce application) in Organization Name issued by an acceptable Certifying Authority (CA) as per Indian IT. Act 2000.NIT.		
8	Confirm that you have not taken any exception/deviations to the NIT.		
9.	Confirm that the product offered strictly conform to the technical specifications.		
10	Confirm that the prices offered are firm. <i>(Conditional offer shall be liable for rejection.)</i>		

NOTE: *Please fill up the greyed cells only.*

Bidders Response Sheet- Annexure FFF

No.	Tender No.	
	Bidders Name	
Sl	Description	Remarks
1	Place of Despatch	
2	Whether Freight charges have been included in your quoted prices	
3	Whether Transit Insurance charges have been included in your quoted	
4	Make of quoted Product	
5	Offered Validity of Bid as per NIT	
6	Bid Security Submitted (if applicable)	
6	Details of Bid Security Submitted to OIL (if applicable)	
	a) Bid Security Amount (In Rs):	
	b) Bid Security Valid upto:	
7	Whether you shall submit Performance Security in the event of placement of order on you (if applicable)	
8	Integrity Pact Submitted (if applicable)	
9	Delivery Period in weeks from placement of order	
10	Complied to Payment terms of NIT (if applicable) otherwise to Standard	
11	If bidder is MSE whether you have quoted your own product	
12	If bidder is Small scale unit , whether you are owned by SC/ST	
13	If Bid security submitted as Bank Guarantee, Name and Full Address of Issuing Bank including Telephone, Fax Nos and Email id of branch manager	
14	Confirm that the Bid Security submitted (In case of Bank Guarantee) is in toto as per format provided in the bidding document.	
15	Bid Security if Not submitted, reasons thereof	

NOTE: Please fill up the greyed cells only.

**(TO BE FILLED UP BY ALL THE VENDOR IN THEIR OWN LETER HEAD)
(ALL FIELDS ARE MANDATORY)**

Tender No. :.....
Name of Beneficiary :M/s.....
Vendor Code :.....
Address :.....
Phone No. (Land Line) :.....
Mobile No. :.....
E-mail address :.....
Bank Account No. (Minimum
Eleven Digit No.) :.....
Bank Name :.....
Branch :.....
Complete Address of your :.....
Bank :.....
IFSC Code of your Bank
a) RTGS :.....
b) NEFT :.....
PAN :.....
VAT Registration No. :.....
CST Registration No. :.....
Service Tax Registration No. :.....
Provident Fund Registration :.....

I/We confirm and agree that all payments due to me/us from Oil India Limited can be remitted to our above mentioned account directly and we shall not hold Oil India Limited responsible if the amount due from Oil India Limited is remitted to wrong account due to incorrect details furnished by us.

Office Seal
Signature of Vendor

Counter Signed by Banker:
Seal of Bank:

Enclosure: Self attested photocopies of the following documents-

- 1) PAN Card
- 2) VAT Registration Certificate
- 3) Service Tax Registration
- 4) CST Registration
- 5) Provident Registration Certificate
- 6) Cancelled cheque of the bank account mentioned above (in original).
- 7) Bank Statement not older than 15 days on the date of submission.

ANNEXURE-B**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**TO BE ISSUED BY PRACTISING **CHARTERED ACCOUNTANTS' FIRM** ON THEIR LETTER HEAD**TO WHOME 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)	NET WORTH In INR (Rs)

Place:

Date:

Seal:

Membership No..

Registration Code:

Signature:

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 of MoPNG.

- 1.0 Vide Letter No. O-27011/44/2015-ONG-II/FP dated 25.04.2017, MoPNG has notified Govt. Policy for providing Purchase Preference linked with Local Content (PP-LC) in all PSUs under MoPNG for awarding a specified percentage of tender quantity to the lowest techno-commercially qualified LC Bidder, subject to meeting certain conditions as stipulated in the Policy.
- 2.0 The said Policy shall be applicable in ICB/NCB Tenders for procurement of Goods, Services and EPC Contracts pertaining to Oil & Gas business activities as mentioned at Enclosure-I of the Policy document. However, the Policy shall not be applicable for HP-HT operations for the time being.
- 3.0 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.
- 4.0 Bidders seeking Purchase Preference under PP-LC Policy shall be required to meet / exceed the target of Local Content (LC) of ____ %.

(To select and indicate the Local Contents (LC) from Enclosure-I of policy documents. The LC limits shall be linked with date of TBO (Technical Bid Opening) of tender. For a tender due to open between 01.04.2018 and 31.03.2020, LC limit mentioned for 2018-2020 shall be applicable. Similarly for a tender opening between 01.04.2020 to 31.03.2022, LC limits mentioned therein shall be applicable).

- 4.1 Such bidders, alongwith their techno-commercial bid, must furnish following undertaking from the manufacturer on Manufacturer's letter head. The undertaking shall become a part of the contract.

"We _____ (Name of Manufacturer) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. _____ (to be filled as notified at Enclosure-I of the policy) for claiming purchase preference linked with Local Contents under the Govt. policy against OIL's Tender No. _____."

- 4.2 Above undertaking shall be supported by the following certificate from Statutory Auditor engaged by the bidder, on the letter head of such Statutory Auditor.

"We _____ the statutory auditor of M/s _____ (name of the bidder) hereby certify that M/s _____ (name of manufacturer) meet the mandatory Local Content requirements of the Goods and/or Services i.e. _____ (to be filled as notified

at Enclosure I of the policy) quoted vide offer No._____ dated _____ against OIL's Tender No._____ by M/s _____ (Name of the bidder).

NOTE:

- a. In case of bidder(s) for whom Statutory Auditor is not required as per law required certificates shall be provided by a practicing Chartered Accountant.
 - b. In case the manufacturer himself is bidding, then the certificate shall be submitted by the Statutory Auditors of the manufacturer who shall provide the break-up of the cost component as per Enclosure – II of the policy documents.
 - c. In case of bidder is a supplier quoting on behalf of manufacturer, then the certificate shall be submitted by the Statutory Auditors of the supplier who shall provide the break-up of the cost component of the manufacturer as per Enclosure – II of the policy documents. The responsibility for the certificate provided by the statutory auditor of the supplier shall be that of the supplier.
 - d. In case the tender scope covers testing, installation and commissioning and any other services in respect of the supplied goods/equipment, then such costs shall also be considered in LC for which the bidder shall provide certificate from the Statutory Auditors or the Chartered Accountants as the case may be.
- 4.3 At the bidding stage, the bidder shall provide Break-up of “Local Component” and “Imported Component” in the prescribed format enclosed as Enclosure-II of the policy document and submit / upload (in the e-procurement portal in case of e-tender) along with their price.
- 5.0 Eligible (techno-commercially qualified) LC bidder shall be granted a Purchase Preference of 10% i.e. where the evaluated price is within 10% of the evaluated lowest price of Non-Local Content (NLC) bidder, other things being equal. Accordingly, Purchase Preference shall be granted to the eligible (techno-commercially qualified) LC bidder concerned, at the lowest valid i.e. NLC price bid.
- 5.1 Only those LC bidders whose bids are within 10% of the NLC L1 bid would be allowed an opportunity to match with L1 bid. All the eligible LC bidders shall be asked to submit their confirmation to match their price in sealed envelopes. Envelopes of the bidders shall be opened and award shall be made to the lowest evaluated TA/CA (Techno-Commercially Acceptable) bidder among the eligible LC bidders. In case the lowest eligible LC bidder fails to match L1 price, the next eligible LC bidder will be awarded the prescribed quantity and so on. In case none of the eligible LC bidders matches the L1 bid, the actual bidder holding L1 price will secure the order.
- 6.0 Order for supply of 50% of the tendered quantity (if splitable/dividable) would be awarded to the lowest techno-commercially qualified LC bidder, subject to matching with valid NLC L1 price. The remaining quantity will be awarded to L1 (i.e. NLC bidder). Prescribed 50% tendered quantity for LC bidders shall not be further sub-divided among eligible LC bidders.
- 6.1 However, if L1 bidder happens to be a LC bidder, the entire procurement value shall be awarded to such bidder.
- 6.2 When the tendered goods/services cannot be divided in the exact ratio of 50% / 50%, then OIL reserves the right to award on lowest eligible PP-LC bidder for quantity not less than 50% as may be divisible.

For example:

In case tendered quantity is 3 Nos. (not divisible in the ratio of 50:50), PP-LC bidder shall get order for 2 Nos. only and the rest will go to L-1 (NLC bidder).

OR

(Alternate clause applicable for cases where tendered quantity cannot be divided).

- 7.0 Tender in which it is categorically stipulated that the tendered quantity is not splitable / non-dividable / cannot be procured from multiple sources, the entire procurement value shall be awarded to the lowest techno-commercially qualified LC bidder, subject to matching with valid NLC L1 rates. Else, the entire tender quantity shall be awarded to valid NLC L1 Bidder.
- 8.0 All terms used herein above shall be interpreted/governed by the definitions provided at para 2.0 of the policy document notified by MoPNG vide letter No. O-27011/44/2015-ONG/II/FP dated 25.04.2017.
- 9.0 The successful bidder shall be obliged to fulfill the requirements of quality and delivery time in accordance with the provisions of the Purchase order/contract. OIL shall have the right to satisfy itself of the production capability and product quality of the manufacturer.
- 10.0 **Determination of LC:**
- 10.1 LC shall be computed on the basis of the cost of domestic components in goods compared to the whole cost of product. The whole cost of product shall be constituted of the cost spent for the production of goods, covering direct component (material) cost, direct manpower cost, factory overhead cost and shall exclude profit, company overhead cost and taxes for the delivery of goods.
- 10.2 The criteria for determination of the Local Content cost 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 and
 - c) In the case of working equipment/facility, based on the country or origin.
- 10.3 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.
- 11.0 Calculation of LC and Reporting
- 11.1 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.
- 11.2 Formats for the calculation of LC of goods is given in this document.
- 12.0 Certification and Verification

12.1 Bidder seeking Purchase Preference under the policy, shall be obliged to verify the LC of goods as follows:

12.1.2 At bidding stage:

- a) Price Break-up:
 - (i) The bidder shall provide break-up of “Local Component” and “Imported Component” along with the price bid as per provisions under clause No. 4.3 above.
 - (ii) Bidder must have LC in excess of the specified requirement.
- b) Undertaking by the bidder:
 - i. The bidder shall submit undertaking along with the techno-commercial bid as per clause No. 4.1 above, such undertaking shall become a part of the contract.
 - ii. Bidder shall also submit the list of items / services to be procured from Indian manufacturers / service providers.
- c) Statutory Auditor’s Certificate:

The Undertaking submitted by the bidder shall be support by a certificate from Statutory Auditor as per clause No. 4.2 above.

12.1.3 After Contract Award:

- a) In the case of procurement cases with the value less than Rs. 5 crore (Rupees Five Crore), the LC content may be calculated (self-assessment) by the supplier of goods and/or the provider of services and certified by the Director/Authorized Representative of the Company.
- b) The verification of the procurement cases with the value Rupees Five Crore and above shall be carried out by a Statutory Auditor engaged by the bidder.

12.2 Each supplier shall provide the necessary Local Content documentation to the statutory auditor, which shall review and determine the local content requirements have been met and issue of local content certificate to that effect on behalf of OIL, 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.

12.3 The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with invoice while maintaining the overall % of local content for the total 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.

12.4 Where currency quoted by the bidder is other than Indian Rupee then the bidder claiming benefits under PP-LC shall consider exchange rate prevailing on the date of notice inviting tender (NIT) for the calculation of Local Content.

12.5 OIL shall have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.

13.0 Sanctions:

- 13.1 OIL shall impose sanction on bidder/manufacturers/service providers for not fulfilling LC of goods/services in accordance with the value mentioned in certificate of LC.
- 13.2 The sanctions may be in the form of written warning, financial penalty and blacklisting.
- 13.3 If the bidder does not fulfill his obligation after the expiration of the period specified in such warning. OIL shall initiate action for blacklisting such bidder/successful bidder.
- 13.4 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.
- 13.5 In pursuance of the clause No.13.4 above, towards fulfillment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC, the bidder shall have to submit additional Bank Guarantee (format attached at Enclosure B) equivalent to the amount of PBG.
- 14.0 Bidders should note that PP – LC policy shall not be extended for procurement of goods / services falling under the list of items reserved to be purchased exclusively from Micro and Small Enterprise (MSEs) or Domestically Manufactured Electronic Products (DMEP).

Enclosure-B**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 relived 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 _____

Formats for calculation of Local Content in Goods:

A. GOODS: (As per Enclosure II of PP-LC Policy)

CALCULATION OF LOCAL CONTENT- GOODS

Name of Manufacturer	Calculation by manufacturer Cost per one unit of product			
Cost component	Cost (Domestic component) a	Cost (Imported component) b	Cost Total Rs./Foreign Currency (To be specified by the manufacturer) c = a + b	%Domestic Component d = a/c
I. Direct material cost				
II. Direct labour cost				
III. Factory overhead				
IV. Total production cost				

Note:

$$\% \text{ LC Goods} = \frac{\text{Total cost (IV.c)} - \text{Total imported component cost (IV.b)}}{\text{Total Cost (IV.c)}} \times 100$$

$$\% \text{ LC Goods} = \frac{\text{Total domestic component cost (IV.a)}}{\text{Total Cost (IV.c)}} \times 100$$

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. *(Applicable for Foreign Purchase / Global Tenders)*

Table 1: TARGET OF LOCAL CONTENT OF GOODS/SERVICE IN UPSTREAM OILGAS BUSINESS ACTIVITIES

Sl No.	Item	Local Content (%)		
		2017-2018	2018-2020	2020-2022
A.	Goods			
1	Tubular (Drilling Pipe, Drill Collar, Casing, Line Pipes, Tubing etc.)	50	55	60
2	Drilling Mud/ Chemicals /Oil Well Cement	40	45	50
3	Pumping Unit	30	35	40
4	Machinery & Equipment	20	25	30
5	Premium Bits	10	15	20
6	Wellhead & X-mass tree			
	a) Onshore	40	45	50
	b) Offshore	10	10	15
7	Down Hole Tools			
	a) Onshore	20	25	30
	b) Offshore	10	10	15
8	Well Completion / Artificial Lift Equipment			
	a) Onshore	20	25	30
	b) Offshore	10	10	15
9	Fuel Oil	5	10	10
10	Lubricant	5	10	10
11	Other Goods	30	35	40
B.	Services			
1	Survey, Seismic and Geology Studies			
	a) Onshore	50	50	55
	b) Offshore	10	10	15
2	Logging Services			
	a) Onshore	20	25	30
	b) Offshore	10	10	15
3	Mud Logging	40	45	50
4	Chartering of Rigs			
	a) Onshore	50	60	70
	b) Offshore	20	25	30
5	Specialized Drilling and Completion Services	10	15	20
6	Engineering Procurement Construction & Installation (EPCI)			
	a) Onshore	50	55	60
	b) Offshore	20	30	35
	i) Pipeline Projects	20	30	35
	ii) Well Platform Projects	20	30	35
	iii) Process Platform Projects	20	30	35
	iv) Revamp Projects	20	30	35
7	Logistics (including FPSO and Tankers)			
	a) Onshore	75	75	80
	b) Offshore	15	20	25

Sl No.	Item	Local Content (%)		
		2017-2018	2018-2020	2020-2022
8	Air Logistics	15	20	25
9	Dry –docking	50	55	60
10	Other Services	30	35	40
C.	Fabrications			
1	Drilling/Workover Rigs/WSS units Construction			
	a) Onshore	50	60	70
	b) Offshore	20	25	35
2	Offshore Vessels/ Rigs Construction	20	25	35

- a) *Specialised Drilling and Well completion services include Direction Drilling, Whip-stock, Milling, Coring, Cementing Services, Drilling Fluid services, Completion & Production Services, Drilling fluid services, Completion & Production Services, WSS, Well Intervention Services, Fracturing and ROV etc.
- b) The policy is not applicable for HP-HT operations for the time being.
- c) 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.

Note: The prescribed local content in the above Table 1 shall be applicable on the date of Notice inviting Tender.

Annexure DDD- Technical Evaluation sheet

Sl No	Clause No of Tender Document/ BEC/BRC Technical Specification/ Scope of Work	Description	Bidders Remarks Complied/ Not Complied/ Deviation	Bidder to indicate Relevant Page No of their Bid to support the remarks/ compliance
01	Clause no 2.0 (1)	a) Design i) Machine should be sturdy and heavy duty in nature ii) Machine should be easy to run and user friendly. iii) Machine should be energy efficient & environment friendly		
02	Clause No 2.0 (1) a (i)	The welding positioner should be of steel & with top face and edge should be precisely machined with scribed concentric rings to assists job alignment .		
03	Clause No 2.0 (1) a (ii)	The positioner can able to handle not less than 2000 kg & the diameter of the table should be not less than 1200 mm .		
04	Clause No 2.0 (1) a (iv)	The table can be utilized for down hand welding with rotation & tilting 120 degree minimum from the horizontal with self locking function with remote control device for easy operation .		
05	Clause No 2.0 (1) a (v)	The turning velocity of the positioner should be around 0.35 r/min .& the height of the table should not be more than 1500 mm .		

06	Clause No 5.0	Manufacturer to submit list of spares required for smooth running of machine for a minimum period of 2 years. However, it will not be considered for evaluation of the bids.		
07	Technical BRC (Clause 1)	The bidder should be either manufacturer or authorized dealer /distributor of welding positioner. In case of authorized dealer/distributor, the valid dealership/distributor certificate from OEM has to be provided along with the offer.		
08	Technical BRC (Clause 2)	<p>Bidder must have experience to supply, installation and commissioning of at least 1(one) nos of welding positioner of same or more capacity in Govt /Semi Govt organisation/ Public Limited Company/ reputed private company in last 5 years from the date of bid opening .Copies of purchase orders & Invoice from the clients indicating the supply of such equipment are to be forwarded with the offer.</p> <p>Note: reputed private company means listed company in share market.</p> <p>The original Bid Closing date shall be considered by OIL for evaluation of BRC Criteria even in case of any extension of the original Bid closing date. Bidders to quote accordingly.</p>		

09	BID REJECTION CRITERIA (FINANCIAL) :	<p>1.0 Annual Financial Turnover of the bidder during any of preceding three financial / accounting years from the original bid closing date should be at least Rs. 6,65,235/-</p> <p>1.1Net worth of bidder must be positive for preceding financial/ accounting year.</p> <p>2.0Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that 'the balance sheet/Financial Statements for the financial year..... (as the case may be) has actually not been audited so far'.</p>		
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		<p>Note: (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 ANNEXURE-B.</p> <p>OR</p> <p>ii) Audited Balance Sheet along with Profit & Loss account.”</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> <p>Note: The original Bid Closing date shall be considered by OIL for evaluation of BRC Criteria even in case of any extension of the original Bid closing date. Bidders to quote accordingly.</p>		
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