OIL INDIA LIMITED
MATERIALS DEPARTMENT
DULIAJAN
ASSAM-786602
EMAIL: munin_konwar@oilindia.in
PH: 0374-2808726

Corrigendum dtd 22.10.2025 to Tender No. SDG0093P26.

This corrigendum is issued against the above tender to notify the following:

A. Bid Closing Date/Opening date & time is extended as under:

Bid Closing Date & Time: 10.11.2025, 11:00 Hrs IST
Technical Bid Opening Date & Time: 10.11.2025, 13:00 Hrs IST

B. Arising out of pre-bid conference, various changes to tender specification, certain terms & conditions, including BEC/BRC & price bid format (Bidder's response sheet for foreign bidders) are brought into the tender. All such changes are uploaded in the e-tender portal. Revised tender documents incorporating these changes are also uploaded. Bidders are requested to go through the changes/revised tender documents in details before participation.

C. All other terms & conditions remain the same.

Sd.
(M. Konwar)
Chief Manager Materials (FP)
For GM-Materials I/C
Oil India Limited

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Corrigendum 2 dtd 22.10.2025 to Revised Tender Documents No. SDG0093P26.

In continuation of the previous corrigendum issued on 22.10.2025 alongwith publication of revised tender documents, the following changes are also brought to the tender:

A. MSE purchase preference and Preference to Make In India order (MII Purchase Preference) are not applicable. Hence wherever in the tender documents, preference under such scenario appears stands withdrawn.

B. Performance Security: The successful bidder shall furnish a Performance Security Deposit @5% of the of the annualised contract value. The related clause on performance security in the tender documents are to be considered accordingly.

C. All other terms & conditions remain unchanged.

Sd.
(M. Konwar)
Chief Manager Materials (FP)
For GM-Materials I/C
Oil India Limited

MATERIALS DEPARTMENT
P.O. Duliajan, Dist. Dibrugarh
ASSAM, PIN – 786 602, INDIA

FORWARDING LETTER

Subject: Tender No. SDG0093P26 dated 22.08.2025 for procurement of Premium Bits on "as and when required basis" under Rate Contract

Dear Sir/Madam,

1.0 **OIL INDIA LIMITED (OIL)** is a premier National Oil Company engaged in the business of Exploration, Production and Transportation of Crude Oil and Natural gas. A Company under the Ministry of Petroleum and Natural gas, Government of India (GOI), with its Headquarters at Duliajan, Assam. Duliajan is connected by Air with nearest Airport at Dibrugarh, 45 km away.

2.0 In connection to its operations, OIL invites **INTERNATIONAL COMPETETIVE BIDS** from bidders to submit their bids through OIL's e-procurement site for the items mentioned below. One complete set of Bid Document for above is uploaded in OIL's e-procurement portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL's e-procurement portal. For your ready reference, few salient points of the Tender are highlighted below:

<table>
<tr><td></td><td>E-Tender No.</td><td>:</td><td>SDG0093P26 dated 22.08.2025</td></tr>
<tr><td></td><td>Type of Bidding</td><td>:</td><td>SINGLE STAGE TWO BID SYSTEM</td></tr>
<tr><td></td><td>Bid Closing Date & Time</td><td>:</td><td>As mentioned in e-tender portal</td></tr>
<tr><td></td><td>Technical Bid Opening Date & Time</td><td>:</td><td>As mentioned in e-tender portal</td></tr>
<tr><td></td><td>Price Bid Opening Date & Time</td><td>:</td><td>To be decided later and shall be intimated separately to the technically qualified bidders only.</td></tr>
<tr><td></td><td>Bid Security and Validity</td><td>:</td><td>Bit Category-wise EMD is divided as under:
<table><tr><td>TCR Bit</td><td>INR 3,75,15,000.00</td><td>Or USD 428,156.00</td></tr><tr><td>PDC Bit</td><td>INR 1,68,51,000.00</td><td>Or USD 192,319.00</td></tr><tr><td>Uncommon Bit</td><td>INR 39,03,000.00</td><td>Or USD 44,545.00</td></tr></table>Total amount of EMD: INR 5,82,69,000.00 or USD 6,65,020.00</td></tr>
</table>

			Bidder can submit EMD for each of the category of bits against which bidder participates. Validity of EMD must be at **least upto 31.03.2026** as asked in the original tender documents. Bidder must extend validity of EMD, if OIL asks, for such a period which can suitably cover the extended period of BC date from the original date of Bid Closing.
	Bid Submission Mode	:	Bids must be uploaded online in OIL's E-procurement portal
	Bid Opening Place	:	Office of GM-MATERIALS, Materials Department, Oil India Limited, Duliajan -786602, Assam, India.
	Bid Validity	:	Bid should be valid for **120 days** from actual bid closing date.
	Performance Guarantee	:	Applicable @ 5% of order value
	Integrity Pact	:	Applicable
	MSE Purchase Preference	:	Applicable
	Preference To Make In India) order (MII Purchase Preference	:	Applicable
	Preference to domestically manufactured Iron and Steel product (DMI&SP Policy)	:	Not Applicable
	Document Verification by Third party	:	Applicable
	Restrictions on procurement from a bidder of a country which shares a land border with India	:	Applicable
	Contact Details	:	Munin Konwar, Chief Manager Materials (FP) E-MAIL: munin_konwar@oilindia.in PHN: 0374-2808726
	E-Tender technical Support	:	TEL: 0374- 2804903, 2807171, 2807192, E-MAIL: erp_mm@oilindia.in
	Bids to be addressed to	:	GM-Materials, Materials Department, Oil India Limited, Duliajan -786602, Assam, India.
	OIL's office timings		Monday to Friday : 07:00 Hrs. to 11:00 Hrs. (IST) & 12:30 Hrs. to 15:30 Hrs. (IST) Saturday: 07:00 Hrs. to 11:00 Hrs. (IST)
LIST OF ANNEXURES, APPENDICES & PROFORMAS			
PART - A	Annexure - I	:	Tender details and various notes to bidders
	Annexure - II	:	Bid Evaluation Criteria
	Annexure – II(A)		Bid Evaluation Matrix (BEC)
	Annexure - III		Commercial Checklist
	Annexure - IV		Price Bid Format/Price Schedule *(Attached in*

			'Notes & Attachments')
PART - B	Annexure - H	:	AA: General Notes to Bidders BB: Additional Notes to Bidders
	Appendix - A1	:	Public Procurement (Preference To Make In India) order (PPP- MII Order)
	Appendix - A2	:	Policy for providing preference to Domestically Manufactured Iron & Steel Products (DMI & SP)
	Appendix - A4	:	Restrictions on procurement from a bidder of a country which shares a land border with India.
	Proforma - 1	:	Format for Bid Security
	Proforma - 2	:	Format for Integrity Pact
	Proforma - 3	:	Format for Performance Security
	Proforma - 4	:	Format for undertaking towards submission of authentic information/ documents
	Exhibit-I, II, III	:	Format for undertaking towards compliance of restriction on procurement from a bidder of a country which shares a land border with India
	Proforma - 6	:	Form 10F
	Proforma - 7	:	Format for No Business Connection or Permanent Establishment Certificate
	Proforma - 8	:	Format for undertaking towards compliance of Financial Criteria
	Proforma - 9	:	Format for Annual Turn Over and Networth Certificate
	Proforma - 10	:	Format for Corporate Guarantee towards Financial Standing
	Proforma - 11	:	Format for Authorization letter For attending Tender Opening
	Proforma – 12	:	Format for Exception / Deviation
	Proforma – 13	:	Format for Undertaking For Local Content
	Proforma – 14	:	Format for Power of Attorney / Authorization letter (Regarding authority for submission of bid)
	Proforma – 15	:	Format for Bidders financial standing
	Proforma – 16A/16B	:	Format for declaration of Blacklisting / Holiday Listing/ NCLT / NCLAT /DRT /DRAT/ Court Receivership/ Liquidation
	Proforma – 17	:	Format for Inspection Certificate to be issued by Independent Inspection Agencies against Document Verification Clause
	Proforma - 18	:	Format for Bank Guarantee linked with Advance Payment
	Proforma - 19		Proforma of insurance surety bond for bid security & performance security
	Proforma – 20		Format for Sustainable Development (SD) and Environment, Social & Governance (ESG) Questionnaire
	Proforma – 21		Undertaking on Fall clause

PART - C	General Terms & Conditions (GTC-1)		General Terms & Conditions" for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders).

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

Thanking You
Yours Faithfully,
OIL INDIA LIMITED

(Munin Konwar)
Chief Manager Materials (FP-01)
For GM-Materials
For Resident Chief Executive

ANNEXURE – I

AA. Technical Specifications, Quantity of items, Special Terms and Conditions

1.0 Scope of Work

Bits shall be procured under following two categories:

(i) Uncommon bits shall be procured on "Consignment Basis".
(ii) Premium bits required for regular and routine usages shall be procured through Rate Contract model

Note:

i) Bits offered should be suitable to run with down hole motor or any other downhole BHA.
ii) Bits should be able to drill float shoe/collar and drill ahead. No bit changes/ additional Bit trip should be required to continue drilling after drilling float shoe/collar.
iii) The bit manufacturing facility shall have a valid API 7-1 certification, and rotary shouldered connections of the bits supplied under the contract shall comply with API 7-2 requirements throughout the contract period.

1.1 Rate Contract -Estimated Total / Annual Off-take of TCR and PDC Bits for 4 years:

a) **TCR Bits**

	Estimated Total / Annual Off Take of TCR Bits											
Sphere	**Qty - 26"**		**Qty - 17½"**		**Qty - 12¼"**		**Qty - 8½"**		**Qty - 6"**		**Port Consignee**	**Ultimate Consignee**
	Milled	**Insert**	**Milled**	**Insert**	**Milled**	**Insert**	**Milled**	**Insert**	**Milled**	**Insert**		
FHQ	16	8	240	50	196	20	190	30	5	20	Kolkata	Duliajan
Rajasthan	0		44	40	44	72	40	50	0		Kolkata	Jodhpur
MBP	4	2	12	10	30	8	25	20	0		Kolkata	Bhubaneswar
Estimated Total for 4 years (A)	**20**	**10**	**296**	**100**	**270**	**100**	**255**	**100**	**5**	**20**		
Estimated Annual Off take (A / 4)	**5**	**3**	**74**	**25**	**68**	**25**	**64**	**25**	**1**	**5**	***Rounded to nearest figure**	

b) **PDC Bits & Others**:

	Estimated Total / Annual Off Take of PDC Bits						
Sphere	**Qty - 26"**	**Qty - 17½"**	**Qty - 12¼"**	**Qty - 8½"**	**Qty – 6"**	**Port Consignee**	**Ultimate Consignee**
FHQ	0	15	98	145	35	Kolkata	Duliajan

Rajasthan	0	0	27	10	0	Kolkata	Jodhpur
MBP	0	0	5	5	0	Kolkata	Bhubaneswar
Estimated Total for 4 years (B)	**0**	**15**	**130**	**160**	**35**		
Estimated Annual Off take (B / 4)	**0**	**4**	**33**	**40**	**9**	***Rounded to nearest figure**	

1.2 <u>Consignment Basis -Estimated Total / Annual Off-take of Uncommon Bits for 4 years:</u>

	Estimated Total / Annual Off Take of Uncommon Bits	
Sphere	**Qty – Any size**	**Ultimate Consignee**
FHQ	20	Duliajan
Rajasthan	16	Jodhpur
MBP	4	Bhubaneswar
Estimated Total for <u>4</u> years (A)	**40**	
Estimated Annual Off take (A / <u>4</u>)	**10**	

1.3 Following are the Annexures for technical ranking of bidders:

Sl. No.	Annexure	Description
1	A-1	Criteria for Ranking of Bidders (TCR & PDC and Others)
2	A-2	Details & Documents to be submitted for evaluation of Bits
3	A-3	Bit Format Bit format are the list of different features of the bits. Bit formats are given for TCR & PDC and Other bits in separate format. Some additional design criteria are included in Bit Format to get better clarity on different types of bits while identifying common/matching bits from the bidders list of bits. Bidder to submit the specification of the bits as per the format.
4	A-4	Bit Record Format

		Bit Record Format is designed to get uniform information regarding performance parameters of the bits for TCR, PDC.

2.0 Special Terms and Conditions:

2.1 Terms of Delivery/Order

A) For Procurement of common bits on rate contract basis (supply against purchase order):-

(For Sea freight delivery)

Initial quantity of Drill Bits of assorted sizes / types of all bits shall be delivered to Kolkata port within *90 days of placement of call out order under supply contract. Subsequent quantities of Drill bits are to be delivered to OIL (Kolkata port) within 75 days* of issue of firm order for replenishment quantity of Drill Bits. All orders shall be placed by respective Spheres of OIL as per their requirement.

Payment shall be released by OIL only after receiving of bits against firm order quantity in respective Spheres warehouses after successful inspection of bits.

There shall be no minimum guaranteed off-take by OIL

B) For Procurement of uncommon bits on Consignment basis (supply against call out):

(For air freight delivery)

Initial quantity of Drill Bits of assorted sizes / types of all uncommon bits shall be delivered to OIL's respective Spheres /godown (as per list of ultimate consignees) within 60 days of placement of call out order under supply contract. Subsequent quantities of Drill bits are to be delivered to OIL godown / stores / warehouses / destination (as per list of ultimate consignees) *within 60 days of issue* of call out order for replenishment quantity of Drill Bits. Call out orders shall be placed by respective Spheres of OIL. Individual Sphere will issue call out order accordingly. Selection of suitable TCR / PDC Bit of any size from the available lot of bits will be made by respective Spheres of OIL.

There shall be no minimum guaranteed off-take by OIL. Payment shall be released by OIL only for the actual quantity consumed or retained beyond 06 months by OIL as per contract provisions.

Re-export of unutilized bits returned by OIL within 06 months of delivery is the responsibility of supplier where these bits will be returned to the supplier at the respective Spheres of OIL. It is the responsibility of the contractor for inland transportation, custom clearance and re-exportation at his cost. All requisite documentation for re-export shall be provided to the supplier by OIL

2.2 Mode of Dispatch

A) Common bits will be ordered through Sea freight basis

B) Uncommon bits will be ordered through Air Freight basis

2.3 Payment Terms

(i) Payment Terms against the procurement of common bits i.e. supply on Rate Contract basis: -

All the common bits among shortlisted bidders will be procured through rate contract i.e. order will be awarded either on C&F/C&AF/CIAF/CIF basis at the discretion of OIL (for Foreign Bidders) and on FOR (respective destination basis for Indian Bidders). Payment against rate Contract supplies shall be made against each purchase order by respective finance section after submission of relevant documents such as bill of lading, invoice, packing list, internal inspection report etc. after receipt of material at Ultimate consignee.

a) Supply of common bits (on rate contract) will be as per the Purchase order issued on supplier. Hence order will be on C&F/C&AF/CIAF/CIF basis (for Foreign Bidders) and on FOR (respective destination basis for Indian Bidders). Supplier will dispatch the bits to Kolkata port. C&P, Kolkata office will clear the material from Kolkata port. Concessional IGST (as per notifications issued by the government from time to time) against EC will be applicable and will be paid by OIL.

b) Essentiality Certificate shall be processed by respective Spheres after receipt of documents from supplier.

c) 100% payment shall be made after inspection by indenter at ultimate consignee and within 10 working days of receipt of the clear (undisputed) invoice/ claim complete in all respects after raising of GRN.

ii) Payment Terms against the procurement of Uncommon Bits i.e. Supply on consignment basis:

All the uncommon bits will be procured through consignment basis i.e. supply of bits on callout basis upto the OIL Store/Destination is the responsibility of supplier. Payment against such bits will be made only after consumption of these bits. Payment of used drill bits shall be made on monthly basis against invoices submitted by the supplier and goods receipt document released by the consignee as under:-

a) Concessional GST against EC (as per notifications issued by the government from time to time) and delivery charges limited to 1% of the CIF (Air) value (which includes Customs clearance charges, Port clearance charges & handling charges, Loading, unloading charges, taxes & duties as applicable if any, Inland transportation & insurance charges, etc up to OIL warehouse) will be applicable for the warehouse delivery of Uncommon Bits on a consignment basis. Supplies are for Petroleum Operation area hence concessional IGST against EC shall be applicable, same shall be paid by supplier & reimbursement will be made against documentary evidence after the consumption. Material to be imported in the name of OIL and essentiality certificate shall be provided by OIL for facilitating the clearance of material by supplier. However, clearance and supply of material up to the ultimate consignee shall be the responsibility of the supplier.

a) Invoice shall be raised by supplier on monthly basis for the bits consumed during the month.

b) Quantity for which payment shall be made to the supplier, should not exceed the ordered Quantity.

c) No restocking charges is payable for the unused drill bits returned to supplier.

d) There shall be no minimum guaranteed off-take by OIL. Payment shall be released by OIL only for the actual quantity consumed or retained beyond six (6) months by OIL as per contract provisions.

e) In case of re-export of unused Bits, the same will be returned to the supplier at the respective Spheres of OIL. It is the responsibility of the contractor for inland transportation, custom clearance and re-exportation at his cost. All requisite documentation for re-export shall be provided to the supplier by OIL.

i) Performance linked payment of uncommon bits and other Clauses: -

1. Performance linked payment of uncommon bits

Payment of the uncommon bits will be in 60:40 ratio, where in 40% will be based on performance on pre-set conditions based on ROP & meterage (to be mutually decided by Bit supplier & Sphere and duly approved by L-II officer, Drilling services of the Sphere).

(a) 60 % payment is driven on consignment consumption
(b) Release of balance 40% payment in full, in case both agreed average ROP & meterage are achieved.
(c) Pro-rata release of payment based on 20% weightage each on meterage & ROP in case of any shortfall.
(d) No additional cost will be given for over achievement.
(e) In case OIL decides to reduce the section length, it would be considered that agreed meterage is achieved.

In case the section length is increased due to geological reasons, it would be considered that meterage is achieved if earlier agreed target is reached. Higher average ROP considering mutually agreed section length or increased section length would be taken for calculation of payment.

For example –

Uncommon bit costing say US$ 10,000/- is acquired on vendor's recommendation to drill 500m at an average ROP of 5 m/hr. Where performance based Payment will be evaluated for Y i.e. US$ 4000 (40% of 10,000/-)

Payment release methodology-

(i) Full payment US$ 4,000/- released in case the subject bit drills 500 m with average ROP of 5 m/hr.

(ii) In case the subject bit drills 300 m with an ROP of 5 m/hr. then payment released = (Y/2 x 300/500) + (Y/2 x 5/5) i.e. US$ 3,200/-

(iii) In case the subject bit drills 500 m with average ROP of 2 m/hr. then payment released = (Y/2 x 500/500) + (Y/2 x 2/5) i.e. US$ 2,800/-

(iv) In case section length is reduced to 400 m and drilled with average ROP of 4 m/hr. then payment released = (Y/2 x 400/400) + (Y/2 x 4/5) i.e. US$ 3,600/-.

(v) In case section length gets increased from 500m to 600m and average ROP up to 500m is 4 m/hr. and up to 600m is 5 m/hr. then payment would be released considering higher average ROP of 5 m/hr.= (Y/2 x 500/500) + (Y/2 x 5/5) i.e. US$ 4,000/-

And so on.

In case of LIH (Lost in Hole) if mutually agreed parameter is not competed then full payment will be as per tender terms.

Note: Above mentioned methodology would apply only to those uncommon bits which are acquired on Supplier's recommendation and shall not apply to those bits which are acquired by the Sphere on the basis of their past experience or any other reason.

2.4 Part shipment and Part payment

(i) Any common bit purchase order (PO) can be delivered in a maximum of two parts.
(ii) Part payment would be released for delivered quantity, within the contractual terms & conditions.
(iii) If the delivery in part or full, is not completed within *30 days* beyond the stipulated delivery period, then the Sphere can exercise the option to short the said PO and cancel further delivery of the balance quantity.

For example: Contract allows 75 days for 1st PO delivery and 60 days for subsequent deliveries. Sphere can exercise option (iii) if PO delivery is not completed in 90 days in case of 1st order and 75 days in case of subsequent orders.
However, LD would be applicable as per the contractual T & C.

2.5 Left over bits

In case of respective uncommon bits which are to be procured on consignment basis, OIL may outright purchase suitable left-over bits at the end of the contract period, at the sole discretion of OIL. The quantity of bits retained at the end of contract period shall not exceed the initially ordered quantity against the contract.

2.6 Custom Duty

As the requirement is for PEL/ML/OALP/DSF/NELP areas, Basic Customs Duty (BCD) will be zero and concessional IGST will be applicable against Essentiality Certificate (EC).

A) Common Bits will be supplied on CIF Basis hence OIL C&P dept, Kolkata will clear the material by paying IGST. EC will be processed by Indenting sphere.

B) Uncommon Bits will be supplied on FOR Destination Basis (up to the OIL store of the Sphere). Supplier will clear the material and supply up to OIL stores. Custom Duty is NIL for use in petroleum operations and concessional IGST shall be paid against EC. EC will be processed by Indenting sphere of OIL and will be provided to supplier for payment of concessional IGST. Same will be reimbursed against documentary evidence.

2.7 Technical bit coordinator

Vendor should provide detailed specification sheet of all proposed bits and also provide list of Technical bit coordinators along with their Bio-data to all the Spheres within 14 days of the LOA.

Vendor should assign a technical bit coordinator for each Sphere to monitor their bit runs, provide timely insights, evaluate performances w.r.t to offset well and submit 'end of run report' to the Sphere.

Vendor should also incorporate application specific changes as per requirement of the Sphere for continual enhancement in performance efficiency at no additional cost to OIL during execution of the contract.

Technical Bit coordinator should be an engineering graduate with minimum 3 years' experience in drilling industry.

2.8 Provision of Gauges

First Common category PO of the contract should be delivered with No Go-gauge (as per API standards) for PDC bits respectively, all ordered sizes at no additional cost to OIL .

The Contractor shall provide one (02) No-Go Gauge for each size of PDC Bits for order quantities less than or equal to five (05) Bits. For orders exceeding five (05) Bits of a particular size of PDC Bits, the Contractor shall provide two (03) No-Go Gauges accordingly.

2.9 Each PDC Bit shall mandatorily be supplied with Bit Breaker and one set of extra nozzles as per requirement of each sphere.

3. Other Contract Modalities

3.1 Procurement of Bits by Spheres

A) Common bits

Purchase Requisition will be raised by indenting sphere along with provision of IGST against common bits of contract and respective C&P dept will place the Purchase order to be issued to supplier on CIF(Sea) basis. OIL C&P dept, Kolkata will clear the material. Essentiality Certificate shall be processed by respective sphere after receipt of documents from supplier. Material from Kolkata port to ultimate consignee shall be responsibility of respective C&P dept.

ii) Uncommon bits

Respective sphere will place call out order on supplier as per terms and conditions of the contract and supplier to supply the material upto OIL warehouse/godown. Material to be imported in the name of OIL and essentiality certificate shall be provided by OIL for facilitating the clearance of material by supplier. However, clearance and supply of material upto the ultimate consignee shall be the responsibility of the supplier. Custom duty (concessional IGST) shall be paid by the supplier and it will be reimbursed as per actual against documentary proof.

3.2 Inspection of Bits

Supplier will submit their own inspection & quality assurance report on each bit with bit serial numbers at the time of delivery of bits at Kolkata port.

All the Drill Bits shall be visually inspected by OIL (Indenter) representative after receipt at ultimate destination.

3.3 Road Permits

Road permits/Way Bills shall be arranged and provided by respective spheres of OIL.

BB: <u>PRE-BID CONFERENCE</u>:

a) Pre-Bid Conference is scheduled to be held tentatively on 02.09.2025 at New Delhi to explain the requirements of OIL in details to the interested prospective Bidders and to understand bidders' perspective including exchange of views/clarifications, if any, on the Scope of Work, Bid Evaluation Criteria and other terms & conditions of the Tender.

Bidders interested to attend the pre-bid conference as above must send their confirmation to: **Mr. Munin Konwar, Chief Manager Materials (FP-01), Oil India Limited, P.O. Duliajan–786602, ASSAM, E-mail: munin_konwar@oilindia.in** at least 2 (Two) days prior to the date of pre-bid conference.

Those bidders who send their confirmation for participation at least 2 (Two) days prior to date of pre-bid conference shall be allowed to attend the pre-bid conference.

b) The prospective bidders shall submit their queries against tender conditions, through e-mail at least 2 (Two) days prior to the date of pre-bid conference. OIL expects that the Bidders should comply to the tender conditions in Toto. However, clarifications/exceptions /deviations, if required any, should be brought out by the bidders prior to or during the Pre-Bid Conference only. After processing these suggestions, as a sequel to the pre-bid conference, Company shall communicate the changes/modifications in this regard, if agreed any, through an addendum to tender document in e-portal and thereafter Company shall be at liberty to reject all such non-compliant Bids.

c) Maximum Three (3) representatives from each prospective bidder (authorized to participate in the tender), shall be allowed to participate in the pre-bid conference. All costs associated to attend the pre-bid conference by Bidders representatives shall be borne by the interested Bidders.

d) Details :

Pre Bid Queries/ Clarifications on the Tender	To submit through e-mail addressed to munin_konwar@oilindia.in.
Date of Pre-bid Conference	**02-09-2025**
Venue	E & D Directorate , Okhla, New Delhi
Last date for receipt of Pre-bid participation confirmation	**31-08-2025**
Time of Pre-bid Conference	10.00 Hours (IST)

CC. OTHER NOTES:

1.0 In the event of contradiction between tender clauses, terms & conditions anywhere in the tender document with that of Bid Evaluation Criteria, the clauses incorporated under BEC shall prevail.

2.0 To ascertain the substantial responsiveness of the bid, OIL reserves the right to ask the bidder for clarification in respect of clauses covered under BEC also and such

clarifications fulfilling the BEC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be summarily rejected

3.0 If there is any discrepancy between the unit price and the total price in the offered price of the bidder, 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.

4.0 For conversion of foreign currency into Indian currency, B.C. selling (Market) rate declared by State Bank of India, one day prior to the date of price bid opening shall be considered. However, if the time lag between the opening of the bids and final decision exceed 3(three) months, then B.C. Selling(Market) rate of exchange declared by SBI on the date prior to the date of final decision shall be adopted for conversion and evaluation.

5.0 Performance Security: The successful bidder shall furnish a Performance Security Deposit @5% of the of the annualised contract value for which supplier shall submit a performance security in the form of a Bank Guarantee (as per Proforma-3) (including e-Bank Guarantee) / Insurance Surety Bonds, account payee Bank Draft/Cashier's cheque/Banker's cheque/NEFT/RTGS/ Electronic fund transfer to designated account of OIL or Fixed Deposit Receipt (FDR) (account OIL INDIA LIMITED) or irrevocable Letter of Credit (LC) in favour of Oil India Limited before signing the formal Contract. The Performance Security Deposit will be refunded to the Contractor after satisfactory completion of the Work, but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. This Performance Security Money shall not earn any interest.

6.0 Consequent to the implementation of Sustainable Development (SD) and Environment, Social & Governance (ESG) Policy in OIL, effective from 28.08.2024, the successful bidder shall be required to submit a duly filled ESG Questionnaire in the prescribed format within fifteen 15 (fifteen) calendar days from the date of award of contract or issue of purchase order.

Failure to submit the completed ESG Questionnaire within the stipulated timeline may be treated as non-compliance with contractual obligations and dealt with accordingly. Bidder to confirm in their technical bid that in the event of order, they will submit the duly filled ESG Questionnaire in the prescribed format within fifteen 15 (fifteen) calendar days from the date of award of contract or issue of purchase order.

The ESG Questionnaire, along with an Explanatory Note for guidance is provided vide Proforma-20 of Part B.

7.0 Bidders are required to have their documents, as mandated under the Bid Evaluation Criteria (BEC) of the tender, verified and certified by any one of OIL's empaneled Independent Third-Party Inspection Agencies as detailed in BEC of the tender.

8.0 Bidders are required to submit all the requisite proformas/undertakings/declarations/Check list wherever applicable, duly filled in alongwith technical bid.

9.0 The bidder shall submit an undertaking/declaration as per Proforma 16A confirming that they have read and understood OIL's Banning Policy and that, neither they nor any of their allied concerns or partners or associates or directors, or proprietors involved in any capacity, are currently on OIL's Holiday/Banning List. Further, the bidder shall confirm that neither they nor any of their aforementioned entities have, during the last three years, been involved in any transgression with any company conforming to the Transparency International (TI) approach or with any Public Sector Enterprise of India that could justify exclusion from the tender process. The bidder shall also disclose details of all such allied entities, if any, as required under the Banning Policy.

10.0 FALL CLAUSE:

10.1 The price offered for the Goods against the tender by the bidder/supplier shall in no event exceed the lowest price at which the bidder/supplier quotes or supplies to any person/organization including the Procuring Entity or any Department or Undertaking of the Central Government as well as private organization for item with same description. Bidder has to submit an undertaking (Proforma-21) alongwith his offer in this regard.

Supplier shall forthwith notify such reduction or sale or offer of sale to the Procuring Entity and the price payable under the PO for the Goods supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced.

10.2 The above stipulation shall, however, not apply to:

i) Export/ Deemed Export by the supplier;
ii) Sale of goods as original equipment prices lower than the price charged for normal replacement;
iii) Sale of goods such as drugs, which have expiry date;
iv) Sale of goods or services at lower price on or after the date of placement of order of goods or services by the authority concerned, under the existing or previous Purchase.

10.3 The Supplier shall furnish the following certificate to the concerned Accounts Officer with each bill for payment of supplies made against the PO:

"We certify that there has been no reduction in the sale price of the Goods of description identical to the Goods supplied to the Procuring Entity under the contract herein, and such Goods have not been offered/ sold by me/ us to any person/ organization including any Ministry/Department/ Attached and Subordinate Office/ Public Sector Undertaking of Central or State Government(s)/ Private organization as the case may be upto the date of bill / the date of completion of Contract at a price lower than the price charged under this contract except for the quantity of Goods categories under sub-clause 10.2 above.

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

BEC-TECHNICAL:

A. Vital Criteria for Acceptance of Bids: -

Bidders are advised not to take any exception/ deviations to the bid document. Exceptions/ deviations, if any, should be brought out during the Pre-bid conference. In case Pre-bid conference is not held, the exceptions/ deviations along with suggested changes are to be communicated to OIL within the date specified in the NIT and bid document.

OIL after processing such suggestions may, through an addendum to the bid document, communicate to the bidders the changes in its bid document, if any. However, during evaluation of bids, OIL may ask the Bidder for Clarifications/ confirmations/deficient documents of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought or permitted. If the bidder still maintains exceptions/ deviations in the bid, such conditional/ non-conforming bids shall not be considered and may be rejected.

B. REJECTION CRITERIA

B.1 **Technical Rejection Criteria**

The following vital technical conditions should be strictly complied with failing which the bid will be rejected:

1.0 Bid should be complete covering all the scope of job/ supply and should conform to the technical specifications indicated in the bid documents, duly supported with technical catalogues/ literatures wherever required. Incomplete and non-conforming bids will be rejected outright.

2.0 **Eligibility of Bidders:**

Bidder should preferably be a manufacturer. In case the bidder is not manufacturer, its bid also be considered provided such bid is accompanied with back-up authority letter from the concerned manufacturer, who authorizes them to market their product provided further, such an authority letter is valid at the time of bidding and should remain valid during the entire execution period of the order. Required warranty cover of the manufacturer, (as per the warranty clause of the bid document) for the product will be provided by such a bidder and an undertaking to this effect shall be provided by the bidder in the techno-commercial bid. Offers without back-up authority letter from manufacturer will not be considered.

3.0 Bidder should indicate in their techno-commercial bid (blank price bid), the full range of their product in 26",17½", 12 ¼", 8 ½" & 6" size (TCR/PDC) including bi- centre, impregnated and other special type bits along with the bit details as per bit specific formats at Annexure-A-1 to A-3 & A-4. The prices for each of above bit should be quoted as per price format in the tender separately for TCR and PDC bits.

4.0 Bits offered should be suitable to run with down hole motor.

5.0 Bits should be able to drill float shoe/collar and drill ahead. No bit changes should be required to continue drilling after drilling float shoe/collar

6.0 Bidder should have required facilities for testing the product as per international standards at their premises and also agree to furnish their inspection certificate along with supplies. The bidder should have a valid API 7-1 certification at the time of the bid opening and shall maintain the validity of the same throughout the currency of the contract. Copy of valid API 7-1 certificate for bit for all manufacturing facility proposed by the Bidder must be submitted along with the bid. In case the bidder is not a manufacturer, then the bidder is required to submit valid API 7-1 certificates of the concerned manufacturer, along with the undertaking to maintain the validity of these certificates in the techno-commercial bid.

7.0 Bidder should furnish an undertaking for providing product/service support along with uninterrupted and timely supply of support and spares for at least four (4) years. The bidder must also provide details of the after-sales service support that will be made available by them.

8.0 **EVALUATION METHODOLOGY**

8.1 Evaluation of offers will be based on the "Criteria for Ranking of Bidders" and "Details and Documents submitted for evaluation of Bits", as per Annexure (A-1, A-2, A-3 & A-4.)

8.2 Bidders shall be technically ranked as per the net marks scored against the evaluation criteria placed at Annexure-A-1. Bidder(s) scoring highest net marks will be ranked as TR-1, the next highest as ranked as TR-2 and so on.

8.3 Bidder should submit price bids separately for each "Type and Size of bits", as per the following:

1. 26" TCR Bits

2.17 ½" TCR bits.

3. 12 ¼" TCR bits.

4. 8 ½" TCR bits.

5. 6" TCR bits.

6. 17 ½" PDC bits.

7. 12 ¼" PDC bits.

8. 8 ½" PDC bits.

9. 6" PDC bits.

Bidder can quote for minimum one "Type and Size of bits" and maximum 9 "Type and Size of bits" as per above details.

Bits are required for Petroleum Operations/ NELP areas. Bidder has to quote for all Sphere of OIL (as per the list attached) of the quoted Type and Size of bit.

Since features of the bits for any particular size and type are different for different bidders, bidders to furnish details of the bits in the format as per Annexure-A-3.

Bidders to submit size and type wise (TCR & PDC) bit details in the format specified (Bit Format-TCR and Bit Format-PDC / Bi- centre / Impregnated / Others) for evaluation purpose in technical bid. Bidders to mention any additional feature & its advantage against each type of bit in that same format. Based on these information furnished in the bit format for each size and type of bits, nearest common bits will be identified and the list of such bits for each size and type shall be made before price bid opening.

OIL's decision on selection of nearest common bits will be final and will be informed to shortlisted bidders, before price bid opening.

Primarily size & IADC (for TCR only) will be matched. Common design features will be matched next against bits nomenclature of shortlisted bidders of each category. If minimum eighty percentages (80%) of design features as per bit format is matched, it will be considered as common bit.

All the common bits of shortlisted bidders will be procured on Rate Contract/s basis. All uncommon bits of respective shortlisted bidders will be procured on consignment basis.

Note: Any bit size not mentioned above will be included in Consignment basis. O*dd sizes bit details provided in Annexure-VII. Additionally, relevant applicable categories for odd size bits provided in Annexure-VII*

8.4 For assessing the reasonability of prices, bidders have to submit documents establishing the prices at which the bidder has supplied same or similar type of bits to other Oil/Gas company in last 2 years.

8.5 After techno-commercial evaluation the price bids of the top three highest technically ranked bidders (i.e. TR-1, TR-2 & TR-3) for each size and type of bit will be shortlisted for price bid opening subject to obtaining minimum of 45 marks as per evaluation criteria indicated at clause B.1 – 8.1 & 8.2 of BEC. In case of tie in highest technically ranked bidders who are obtaining same marks, their inter-alia ranking as TR-1, TR-2 & TR-3 and so on) will be decided on the basis of highest marks in "B" in respect of specific information as per the evaluation criteria specified at Annexure A-1.

Top three (03) bidders above 45 marks are to be selected for price bid opening against each size & type *(total nine categories)*

However, before price bid opening, the list of common bits will be identified by OIL and will be intimated to shortlisted bidders.

Subsequent to price bid opening, the prices quoted for all common bits will be ranked on lowest price basis i.e. L1 (lowest), L2, & L3,

The following methodology will be followed for finalization of contracts for each of the Nine (9) categories indicated at clause 8.3 above:

a) Contract will be awarded to TR-1 bidder for 100% quantities for the common items for which TR-1 bidder is L1 on Rate Contract basis. However, OIL reserves its right to negotiate the prices with the bidder for ascertain rate reasonability before the award of contract.

b) For all other common items the L1 bidder will be awarded contract for 60% distribution of quantities on Rate Contract basis and L2 bidder will be awarded contract for 40% distribution of quantities on Rate Contract basis subject to

matching of their price with L1 price. In case L2 bidder is not accepting to match their prices, for such items, contract will be awarded to L3 bidder subject to matching of their price with L1 price. In case L2/L3 bidder does not match their price, contract will be awarded to L1 bidder for 100% quantities on Rate Contract basis. However, OIL reserves its right to negotiate the prices quoted by the originally ranked L1 bidder for above items for ascertaining rate reasonability, before resorting to price matching exercise by L2/L3 as the case may be.

c) The uncommon bits offered by successful bidder(s) in each category, will be included in their respective contract and will be procured on consignment basis. OIL reserves its right to negotiate the prices quoted by the above bidders for uncommon bits for ascertaining rate reasonability, before entering into consignment contract.

8.6 Clause is deleted

8.7 As the requirement is for Petroleum Operations & NELP areas, BCD will be zero.

For consignment supply IGST shall be paid by the supplier & reimbursement will be made against documentary evidence. Material to be imported in the name of OIL.

OIL may outright purchase suitable left over bits at the end of contract period (uncommon bits on consignment basis only) at the sole option of OIL. Quantity of bits retained at the end of contract period shall not exceed the initially ordered quantity against the contract.

9.0 Verification and certification of documents pertaining to Technical Bid Evaluation Criteria (BEC)

All documents in support of Technical Criteria of Bid Evaluation Criteria (BEC) furnished by the bidders should be verified and certified by any one of the independent third-party inspection agencies listed at Appendix-TPIA-1

a) TPIA shall Verify the authenticity, accuracy, and completeness of the bidder's previous experience, job execution records any other supporting document being submitted in respect to Technical BEC by the bidder, as stated in the tender (*excluding technical catalogues/ literatures*).

b) The verification and certification should be "verified from original" and include name and contact details of certifying officer, TPIA name with address of TPIA branch undertaking the certification.

c) TPIA will provide in addition a certificate toward verification and certification of documents pertaining to Technical Bid Evaluation Criteria (BEC) as per proforma attached at Appendix-TPIA-2 to potential bidder and the same will be submitted by the bidder in their techno-commercial bid.

d) All the charges of the Third party for verification and certification shall be borne by the bidder and OIL shall have no liability (financial or otherwise) towards the same and shall not be liable for any claim/ dispute between the bidder and TPIA.

e) The certificate submitted by TPIA against "NABCB accredited bodies as per requirement of 1S0/IEC 17020 as Type A" in QCI NABCB website must be valid as on date of authentication/verification of documents.

BEC-FINANCIAL

1.0 The bidder must have annual financial turnover from Operations of minimum INR 36,41,79,784.00 in any of the preceding 3 (Three) financial/accounting years reckoned from the original bid closing date of the tender.

[Annual Financial Turnover of the bidder from Operations shall mean - "Aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91).]

2.0 "Net Worth" of the bidder should be positive for the financial/accounting year just preceding to the original bid closing date of the tender.

[Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium - Aggregate value of accumulated losses (excluding revaluation reserves) - deferred expenditure - Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation"]

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

OR

ii) Financial Statements (Balance Sheet & Profit & Loss account along with all the schedules/notes forming part of the Balance sheet & Profit and Loss Account) audited by the auditors appointed under the statute like Companies Act etc. wherever applicable. In cases where the bidding/ supporting company (as applicable) are not required to prepare Audited Financial Statements as per the Law of the Land of the country of the bidding/supporting company as applicable, the bidder shall provide documentary evidence for the same along with a certificate from a practicing Chartered Accountant or equivalent to this effect. The bidder must also submit the financial statement as per the accounting standards of the country of the bidding/supporting company as the

case may be, duly certified by the practicing-chartered accountant or equivalent.

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

4.0 In case the Audited Balance Sheet and Profit & Loss Account submitted along with the bid are in currencies other than INR or USD, the bidder shall have to convert the figures in equivalent INR or USD considering the prevailing conversion rate on the date of Balance Sheet and Profit & Loss Account. A CA certificate is to be submitted by the bidder regarding converted figures in equivalent INR or USD.

5.0 In case the Bidder is subsidiary company (should be 100% owned subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits its bid based on the strength of parent/ultimate parent/holding company, then following documents need to be submitted:

(i) Turnover of the parent/ultimate parent/holding company should be in line with Para **1.0** above.
(ii) Net Worth of the parent/ultimate parent/holding company should be positive in line with Para **2.0** above
(iii) Corporate Guarantee (as per format) on parent/ultimate parent/holding company's company letter head signed by an authorized official undertaking that they would financially support their wholly owned subsidiary company for executing the project/job in case the same is awarded to them.
(iv) Documents to substantiate that the bidder is a 100% subsidiary of the parent/ultimate parent/holding company.

BEC-COMMERCIAL:

1.0 Bids are invited under SINGLE STAGE TWO BID SYSTEM. Bidders should upload Techno-Commercial Bid (Unpriced Bid) and Priced Bid separately at the designated fields assigned in e-tender Portal. Please note that no price details should be furnished in the Technical (i.e. Unpriced) bid. The "Unpriced Bid" shall contain all techno-commercial details except the prices/costs. Bidder not complying with above submission procedure will be rejected.

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

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

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

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

6.0 Bidders must confirm that goods/materials to be supplied against the order arising out of this tender shall be of recent make, unused, of the best quality & workmanship and free from defects. The Bidder must undertake to stand guaranteed for the materials as called for in the tender. Defective goods/materials rejected by OIL, whether the entire lot or part thereof, shall be replaced immediately by the supplier at the supplier's expenses at no extra cost to OIL.

7.0 Successful bidder will be required to furnish a Performance Security @5% of the annualized contract value. The Performance Security must be valid for a period as called for in the tender document. Bidder must confirm the same in their Technical Bid. Offers not complying with this clause will be rejected

8.0 Bids must be accompanied by Bid Security for the amount as mentioned in the tender document and shall be in the prescribed format [BG or Insurance Surety Bond]. Bid Security may also be paid through online payment mode. Bid Security must be submitted within the scheduled Bid Closing date and time of the Tender. The amount of Bid Security (EMD) must be strictly as specified in the tender document. Bid Security if submitted in the form of BG/e-PBG/ISB must be valid at least for a period of 165 days from the date of original bid closing date of the tender. Bid shall be rejected without further reference, if the Bid Security (EMD) is not received strictly as above, except where exempted. OIL will not assume any responsibility whatsoever for submission of deficient/faulty Bid Security or for delay/non-delivery of the same.

9.0 Bid must be uploaded together with the Integrity Pact *(If applicable against the tender)* and the same must be duly signed digitally. If any bidder refuses to sign Integrity Pact or declined to submit Integrity Pact, their bid shall be rejected straightway.

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

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

11.0 A bid shall be rejected straightway if it does not conform to any one of the following clauses:

a) Validity of bid shorter than the validity indicated in the Tender.
b) In case the party refuses to sign Integrity Pact.
c) Original Bid Security not received within the stipulated date & time mentioned in the Tender.
d) Bid Security with (i) validity shorter than the validity indicated in Tender and/or (ii) Bid Security amount lesser than the amount indicated in the Tender.

12.0 PRICE SCHEDULE: Bidder shall submit their prices as per Price Bid Format (ANNEXURE - IV). Bidders should fill up the annexure(s), sign and upload under "Notes & Attachments" > "Attachments" only

Appendix-TPIA-1

Sl. No.	Name of Independent Inspection Ag	Contact E-Mail ID
1.	M/s. Dr. Amin Controllers Private Limi	rkjain@rcaindia.net; pradeep.mathur@rcaindia.net info@rcaindia.net
2.	M/s. TUV India Private Limited	noida@tuv-nord.com; mumbai@tuv-nord.com salim@tuv-nord.com
3.	M/s. Conformity India International Pr Limited	mktg@ciindia.in
4.	M/s. Ravi Energie Private Limited	baroda@ravienergie.com tpia@ravienergie.com
5.	M/s. SGS India Private Limited	dhaval.vora@sgs.com sgs.india@sgs.com
6.	M/s. Assure Quality Manage Certification Services Private Limited	aqmcs@aqmcs.com
7.	M/s. IRCLASS Systems and Solut Private Limited	industrial_services@irclass.org Bhavesh.satam@irclass.org
8.	M/s. TUV Rheinland (India) Pvt. Ltd.	Shailesh.deotale@ind.tuv.com Kaushal.gohil@ind.tuv.com info@ind.tuv.com ravi.kumar@ind.tuv.com
9.	M/s. Gulf Lloyd Industrial Services(I) Ltd.	contact@gulflloyds.com inspection@gulflloyds.com
10.	M/s. Baltic Testing India Pvt Ltd.	office@balticcontrolindia.com
11.	M/s. Sanmarg Engineering Validatio Assessment Pvt. Ltd.	Amrita@sanmargeva.com
12.	M/s. Meenar Global Consultants LLP	sales@mgcllp.in
13.	M/s. Rites Limited	nrinspn@rites.com info@rites.com sbu.ninsp@rites.com
14.	M/s. Bureau Veritas (India) Private Lin	bvindia.corporate@bureauveritas.com
15.	M/s. TUV SUD South Asia Private Lim	Hemant.chavan@tuvsud.com Jayashree.rane@tuvsud.com
16.	M/s. Adornment Engineers India Pr Limited	jks@adornmentengineers.com
17	M/s. TCRC Inspections Pvt. Ltd.	admin@tcrcinspections.com ashismallick@tcrcgroup.com tenders@tcrcgroup.com

Appendix-TPIA-2

Proforma/ Format for Undertaking from TPIA

(on TPIA letter head duly stamped & signed)

Ref.: Date:

To,
Oil India Limited

Dear Sir,

Subject: Verification and certification of documents pertaining to Technical Bid Evaluation Criteria (BEC)

Ref: Tender no, ... for .....

M/s. .. .. having Registered office at.....Intend to participate In above referred OIL tender having registered office at ----------. The tender conditions stipulates that the bidder shall submit Documents pertaining to Technical Bid Evaluation Criteria (BEC) duly verified and certified by designated Independent Third Party Inspection Agency.

In this regard, this is to certify that copies of documents pertaining to Technical Bid Evaluation Criteria (BEC) submitted to us by the bidder have been verified and certified by us with the originals and found to be genuine. We have signed and stamped on the copies of all the verified and certified documents.

It Is certified that "NABCB accredited bodies as per requirement of ISO/IEC 17020 as Type A" In QCI NABCB website Is valid as on date of authentication/verification of documents.

(Signature of a person duly authorized to Sign on behalf of the TPIA)

(Seal of the Company)

Name: .....

Contact No.....

Revised

Annexure-A-1, Criteria for Ranking of Bidders (TCR & PDC and Others):-

Criteria for Ranking of Bidders – TCR (Tri Cone Roller Bits) & PDC

A. General Information: -

a) TCR (Tri Cone Roller Bits):

A.1.0	**General Information:**				
Sl. No.	**Parameters**	**Allocation of Marks**		**Weightage Factor**	**Marks**
A.1.1	Experience of Bit Manufacturer (Minimum Required experience – Five Years)	Twenty (20) Years or more	100	0.05	
		Others	Percentage to the highest		
A.1.2	Sales volume of Bits for the last three years(*Calendar Year 2021,2022,2023 for foreign bidders & FY 2021-22, 2022-23 and 2023-24 for Indian bidders)*	Highest among the bidders	100	0.10	
		Others	Percentage to the highest		
A.1.3	Expenditure on R&D for the last three years (*Calendar Year 2021,2022,2023 for foreign bidders & FY 2021-22, 2022-23 and 2023-24 for Indian bidders)*	Highest among the bidders	100	0.05	
		Others	Percentage to the highest		
Total (A.1)	(From A.1.1 to A.1.3 above)			0.20	

b) PDC and Others:

A.2.0	**General Information:**				
Sl. No.	**Parameters**	**Allocation of Marks**		**Weightage Factor**	**Marks**
A.2.1	Experience of Bit Manufacturer (Minimum Required experience – Five Years)	Twenty (20) Years or more	100	0.05	
		Others	Percentage to the highest		
A.2.2	Sales volume of Bits for the last three years (*Calendar Year 2021,2022,2023 for foreign bidders & FY 2021-22, 2022-23 and 2023-24 for Indian bidders)*	Highest among the bidders	100	0.10	
		Others	Percentage to the highest		
A.2.3	Expenditure on R&D for the last three years (*Calendar Year 2021,2022,2023 for foreign bidders & FY 2021-22, 2022-23 and 2023-24 for Indian bidders)*	Highest among the bidders	100	0.05	
		Others	Percentage to the highest		
Total (A.2)	(From A.2.1 to A.2.3 above)			0.20	

B. Bit specific Information: -

B. 1.0 For 17-1/2" TCR Bit						
Sl. No.	**Parameters**		**Allocation of Marks**		**Weightage Factor**	**Marks**
B.1.1	No. of Bits used for deep formation drilling (Last three years*(Calendar Yr 2022,2023,2024))*	Depth in 1500M & Above	Highest among the bidders	100	0.20	
			Others	Percentage to the highest		
B.1.2	Supply of bits (Nos.) during last 3 years to below mentioned leading companies: 1. Shell 2. BP 3. Exxon Mobil 4. Total 5. Cheveron 6. Conoco Phillips 7. Saudi Aramco 8. Petrobras 9. Statoil 10. Petronas *(Calendar Yr 2022,2023,2024)*		Highest among the bidders	100	0.16	
			Others	Percentage to the highest		
B.1.3	Supply of bits to Indian Companies during last 3 years (Nos.*) (Calendar Yr 2022,2023,2024)*		Highest among the bidders	100	0.14	
			Others	Percentage to the highest		
B.1.4	Performance of bits (Last three years) *)(Calendar Yr 2022,2023,2024)*					
	Best Five bits depth in 1500 M to 2999 M	Total Meterage	Highest among the bidders	100	0.03	
			Others	Percentage to the highest		
		Average ROP	Highest among the bidders	100	0.03	
			Others	Percentage to the highest		
	Best Five bits depth in 3000 M to 3999 M	Total Meterage	Highest among the bidders	100	0.05	
			Others	Percentage to the highest		
		Average ROP	Highest among the bidders	100	0.05	
			Others	Percentage to the highest		
	Best Five bits depth in 4000 & above 4000M	Total Meterage	Highest among the bidders	100	0.07	
			Others	Percentage to the highest		
		Average ROP	Highest among the bidders	100	0.07	
			Others	Percentage to the highest		
Total (B.1.0) (From B.1.1 to B.1.4)					0.80	

B. 2.0 For 12-1/4" TCR Bit							
Sl. No.	**Parameters**			**Allocation of Marks**		**Weightage Factor**	**Marks**
B.2.1	No. of Bits used for deep formation drilling (Last three years*) (Calendar Yr 2022,2023,2024)*	Depth in 2000M to 3999 M.		Highest among the bidders	100	0.15	
				Others	Percentage to the highest		
		Depth in 4000M & above.		Highest among the bidders	100	0.15	
				Others	Percentage to the highest		
B.2.2	Supply of bits (Nos.) during last 3 years to below mentioned leading companies: 1. Shell 2. BP 3. Exxon Mobil 4. Total 5. Cheveron 6. Conoco Phillips 7. Saudi Aramco 8. Petrobras 9. Statoil 10. Petronas *(Calendar Yr 2022,2023,2024)*			Highest among the bidders	100	0.16	
				Others	Percentage to the highest		
B.2.3	*Supply of bits to Indian Companies during last 3 years (Nos.) (Calendar Yr 2022,2023,2024)*			Highest among the bidders	100	*0.04*	
				Others	Percentage to the highest		
B.2.4	Performance of bits (Last three years) *(Calendar Yr 2022,2023,2024)*						
	Best Five bits depth in 2000 M to 3999 M		Total Meterage	Highest among the bidders	100	0.03	
				Others	Percentage to the highest		
			Average ROP	Highest among the bidders	100	0.03	
				Others	Percentage to the highest		
	Best Five bits depth in 4000 M to 4999 M		Total Meterage	Highest among the bidders	100	0.05	
				Others	Percentage to the highest		
			Average ROP	Highest among the bidders	100	0.05	
				Others	Percentage to the highest		
	Best Five bits depth in 5000m & above 5000 M		Total Meterage	Highest among the bidders	100	0.07	
				Others	Percentage to the highest		
			Average ROP	Highest among the bidders	100	0.07	
				Others	Percentage to the highest		
Total (B.2.0) (From B.2.1 to B.2.4)						0.80	

B. 3.0 For 8-1/2" TCR Bit						
Sl. No.	**Parameters**		**Allocation of Marks**		**Weightage Factor**	**Marks**
B.3.1	No. of Bits used for deep formation drilling (Last three years) *(Calendar Yr 2022,2023,2024)*	Depth in 2000 M to 3999 M.	Highest among the bidders	100	0.07	
			Others	Percentage to the highest		
		Depth in 4000 M to 4999 M.	Highest among the bidders	100	0.10	
			Others	Percentage to the highest		
		Depth in 5000 M & above.	Highest among the bidders	100	0.13	
			Others	Percentage to the highest		
B.3.2	Supply of bits (Nos.) during last 3 years to below mentioned leading companies: 1. Shell 2. BP 3. Exxon Mobil 4. Total 5. Cheveron 6. Conoco Phillips 7. Saudi Aramco 8. Petrobras 9. Statoil 10. Petronas *(Calendar Yr 2022,2023,2024)*		Highest among the bidders	100	0.16	
			Others	Percentage to the highest		
B.3.3	Supply of bits to Indian Companies during last 3 years (Nos.) *(Calendar Yr 2022,2023,2024)*		Highest among	100	*.04*	
			Others	Percentage to the highest		
B.3.4	Performance of bits (Last three years)*(Calendar Yr 2022,2023,2024)*					
	Best Five bits depth in 2000 M to 3999 M	Total Meterage	Highest among the bidders	100	0.03	
			Others	Percentage to the highest		
		Average ROP	Highest among the bidders	100	0.03	
			Others	Percentage to the highest		
	Best Five bits depth in 4000 M to 4999 M	Total Meterage	Highest among the bidders	100	0.05	
			Others	Percentage to the highest		
		Average ROP	Highest among the bidders	100	0.05	
			Others	Percentage to the highest		
	Best Five bits depth in 5000m & Above 5000 M	Total Meterage	Highest among the bidders	100	0.07	
			Others	Percentage to the highest		
		Average ROP	Highest among the bidders	100	0.07	
			Others	Percentage to the highest		
Total (B.3.0) (From B.3.1 to B.3.4)					0.80	

B.4.0 For 6" TCR Bits						
Sl. No.	**Parameters**		**Allocation of Marks**		**Weightage Factor**	**Marks**
B.4.1	No. of Bits used for deep formation drilling (Last three years *(Calendar Yr 2022,2023,2024)*	Depth in *2000 M to 3999 M.*	Highest among the bidders	100	0.07	
			Others	Percentage to the highest		
		Depth in *4000 M to 4999 M.*	Highest among the bidders	100	0.10	
			Others	Percentage to the highest		
		Depth in *5000 M & above.*	Highest among the bidders	100	0.13	
			Others	Percentage to the highest		
B.4.2	Supply of bits (Nos.) during last 3 years to below mentioned leading companies: 1. Shell 2. BP 3. Exxon Mobil 4. Total 5. Cheveron 6. Conoco Phillips 7. Saudi Aramco 8. Petrobras 9. Statoil 10. Petronas *(Calendar Yr 2022,2023,2024)*		Highest among the bidders	100	0.16	
			Others	Percentage to the highest		
B.4.3	*Supply of bits(Nos.) to Indian Companies during last 3 years (Calendar Yr 2022,2023,2024)*		Highest among the bidders	100	0.04	
			Others	Percentage to the highest		
B.4.4	Performance of bits (Last three years) *Calendar Yr 2022,2023,2024)*					
	Best Five bits depth in 2000 M to 3999 M	Total Meterage	Highest among the bidders	100	0.03	
			Others	Percentage to the highest		
		Average ROP	Highest among the bidders	100	0.03	
			Others	Percentage to the highest		
	Best Five bits depth in 4000 M to 4999 M	Total Meterage	Highest among the bidders	100	0.05	
			Others	Percentage to the highest		
		Average ROP	Highest among the bidders	100	0.05	
			Others	Percentage to the highest		
	Best Five bits depth in 5000m & above 5000 M	Total Meterage	Highest among the bidders	100	0.07	
			Others	Percentage to the highest		
		Average ROP	Highest among the bidders	100	0.07	
			Others	Percentage to the highest		
Total (B.4.0) (From B.4.1 to B.4.4)					0.80	

B. 5.0 For 17-1/2" PDC Bit						
Sl. No.	**Parameters**		**Allocation of Marks**		**Weightage Factor**	**Marks**
B.2.1	No. of Bits used for deep formation drilling (Last three years*(Calendar Yr 2022,2023,2024))*	Depth in 1500M & Above	Highest among the bidders	100	0.20	
			Others	Percentage to the highest		
B.2.2	Supply of bits (Nos.) during last 3 years to below mentioned leading companies: 1. Shell 2. BP 3. Exxon Mobil 4. Total 5. Cheveron 6. Conoco Phillips 7. Saudi Aramco 8. Petrobras 9. Statoil 10. Petronas *(Calendar Yr 2022,2023,2024)*		Highest among the bidders	100	0.16	
			Others	Percentage to the highest		
B.2.3	Supply of bits to Indian Companies during last 3 years (Nos.*) (Calendar Yr 2022,2023,2024)*		Highest among the bidders	100	0.14	
			Others	Percentage to the highest		
B.2.4	Performance of bits (Last three years) *)(Calendar Yr 2022,2023,2024)*					
	Best Five bits depth in 1500 M to 2999 M	Total Meterage	Highest among the bidders	100	0.03	
			Others	Percentage to the highest		
		Average ROP	Highest among the bidders	100	0.03	
			Others	Percentage to the highest		
	Best Five bits depth in 3000 M to 3999 M	Total Meterage	Highest among the bidders	100	0.05	
			Others	Percentage to the highest		
		Average ROP	Highest among the bidders	100	0.05	
			Others	Percentage to the highest		
	Best Five bits depth in 4000 & above 4000M	Total Meterage	Highest among the bidders	100	0.07	
			Others	Percentage to the highest		
		Average ROP	Highest among the bidders	100	0.07	
			Others	Percentage to the highest		
Total (B.2.0) (From B.2.1 to B.2.4)					0.80	

B. 6.0 For 12-1/4" PDC Bit							
Sl. No.	**Parameters**			**Allocation of Marks**		**Weightage Factor**	**Marks**
B.6.1	No. of Bits used for deep formation drilling (Last three years)		Depth in 2000 M to 3999 M.	Highest among the bidders	100	0.15	
				Others	Percentage to the highest		
			Depth in 4000 M & above.	Highest among the bidders	100	0.15	
				Others	Percentage to the highest		
B.6.2	Supply of bits (Nos.) during last 3 years to below-mentioned leading companies: 1. Shell 2. BP 3. Exxon Mobil 4. Total 5. Cheveron 6. Conoco Phillips 7. Saudi Aramco 8. Petrobras 9. Statoil 10. Petronas *(Calendar Yr 2022,2023,2024)*			Highest among the bidders	100	0.16	
				Others	Percentage to the highest		
B.6.3	Supply of bits to Indian Companies during last 3 years (Nos.) *(Calendar Yr 2022,2023,2024)*			Highest among the bidders	100	0.04	
				Others	Percentage to the highest		
B.6.4	Performance of bits (Last three years) *(Calendar Yr 2022,2023,2024)*						
	Best Five bits depth in 2000 M to 3999 M		Total Meterage	Highest among the bidders	100	0.03	
				Others	Percentage to the highest		
			Average ROP	Highest among the bidders	100	0.03	
				Others	Percentage to the highest		
	Best Five bits depth in 4000 M to 4999 M		Total Meterage	Highest among the bidders	100	0.05	
				Others	Percentage to the highest		
			Average ROP	Highest among the bidders	100	0.05	
				Others	Percentage to the highest		
	Best Five bits depth in 5000m & above 5000 M		Total Meterage	Highest among the bidders	100	0.07	
				Others	Percentage to the highest		
			Average ROP	Highest among the bidders	100	0.07	
				Others	Percentage to the highest		
Total (B.6.0) (From B.6.1 to B.6.4)						0.80	

B. 7.0 For 8-1/2" PDC Bit						
Sl. No.	Parameters		Allocation of Marks		Weightage Factor	Marks
B.7.1	No. of Bits used for deep formation drilling (Last three years)	Depth in 2000 M to 3999M.	Highest among the bidders	100	0.07	
			Others	Percentage to the highest		
		Depth in 4000 M to 4999 M.	Highest among the bidders	100	0.10	
			Others	Percentage to the highest		
		Depth in 5000 M & above.	Highest among the bidders	100	0.13	
			Others	Percentage to the highest		
B.7.2	Supply of bits (Nos.) during last 3 years to below mentioned leading companies: 1. Shell 2. BP 3. Exxon Mobil 4. Total 5. Cheveron 6. Conoco Phillips 7. Saudi Aramco 8. Petrobras 9. Statoil 10. Petronas *(Calendar Yr 2022,2023,2024)*		Highest among the bidders	100	0.16	
			Others	Percentage to the highest		
B.7.3	Supply of bits to Indian Companies during last 3 years (Nos.) *(Calendar Yr 2022,2023,2024)*		Highest among the bidders	100	0.04	
			Others	Percentage to the highest		
B.7.4	Performance of bits (Last three years) *(Calendar Yr 2022,2023,2024)*					
	Best Five bits depth in 2000 M to 3999 M	Total Meterage	Highest among the bidders	100	0.03	
			Others	Percentage to the highest		
		Average ROP	Highest among the bidders	100	0.03	
			Others	Percentage to the highest		
	Best Five bits depth in 4000 M to 4999 M	Total Meterage	Highest among the bidders	100	0.05	
			Others	Percentage to the highest		
		Average ROP	Highest among the bidders	100	0.05	
			Others	Percentage to the highest		
	Best Five bits depth in 5000m& above 5000 M	Total Meterage	Highest among the bidders	100	0.07	
			Others	Percentage to the highest		
		Average ROP	Highest among the bidders	100	0.07	
			Others	Percentage to the highest		
Total (B.7.0) (From B.7.1 to B.7.4)					0.80	

B.8 For 6" PDC Bits						
Sl. No.	**Parameters**		**Allocation of Marks**		**Weightage Factor**	**Marks**
B.8.1	No. of Bits used for deep formation drilling (Last three years) *(Calendar Yr 2022,2023,2024)*	Depth in 2000 M to 3999 M.	Highest among the bidders	100	0.07	
			Others	Percentage to the highest		
		Depth in 4000 M to 4999 M.	Highest among the bidders	100	0.10	
			Others	Percentage to the highest		
		Depth in 5000 M & above.	Highest among the bidders	100	0.13	
			Others	Percentage to the highest		
B.8.2	Supply of bits (Nos.) during last 3 years to below mentioned leading companies: 1. Shell 2. BP 3. Exxon Mobil 4. Total 5. Cheveron 6. Conoco Phillips 7. Saudi Aramco 8. Petrobras 9. Statoil 10. Petronas *(Calendar Yr 2022,2023,2024)*		Highest among the bidders	100	0.16	
			Others	Percentage to the highest		
B.8.3	Supply of bits to Indian Companies during last 3 years (Nos.) *(Calendar Yr 2022,2023,2024)*		Highest among the bidders	100	*0.04*	
			Others	Percentage to the highest		
				the highest		
B.8.4	Performance of bits (Last three years) *(Calendar Yr 2022,2023,2024)*					
	Best Five bits depth in 2000 M to 3999 M	Total Meterage	Highest among the bidders	100	0.03	
			Others	Percentage to the highest		
		Average ROP	Highest among the bidders	100	0.03	
			Others	Percentage to the highest		
	Best Five bits depth in 4000 M to 4999 M	Total Meterage	Highest among the bidders	100	0.05	
			Others	Percentage to the highest		
		Average ROP	Highest among the bidders	100	0.05	
			Others	Percentage to the highest		
	Best Five bits depth in 5000m & above 5000 M	Total Meterage	Highest among the bidders	100	0.07	
			Others	Percentage to the highest		
		Average ROP	Highest among the bidders	100	0.07	
			Others	Percentage to the highest		
Total (B.8.0) (From B.8.1 to B.8.4)					0.80	

B. 9.0 For 26" TCR Bit(Milled+Inserts)							
Sl. No.	**Parameters**		**Allocation of Marks**		**Weightage Factor**	**Marks**
B.9.1	No. of Bits used for deep formation drilling (Last three years) *(Calendar Yr 2022,2023,2024)*	Depth in 500M & above.	Highest among the bidders	100	0.20	
			Others	Percentage to the highest		
B.9.2	Supply of bits (Nos.) during last 3 years to below mentioned leading companies: 1. Shell 2. BP 3. Exxon Mobil 4. Total 5. Cheveron 6. Conoco Phillips 7. Saudi Aramco 8. Petrobras 9. Statoil 10.Petronas *(Calendar Yr 2022,2023,2024)*		Highest among The bidders	100	0.16	
			Others	Percentage to the highest		
B.9.3	Supply of bits to Indian Companies during last 3 years (Nos.)		Highest among The bidders	100	0.14	
			Others	Percentage to the highest		
B.9.4	Performance of bits (Last three years)					
	Best Five bits depth in 500 M to 1000 M	Total Meterage	Highest among the bidders	100	0.07	
			Others	Percentage to the highest		
		Average ROP	Highest among the bidders	100	0.07	
			Others	Percentage to the highest		
	Best Five bits depth above 1000 M	Total Meterage	Highest among the bidders	100	0.08	
			Others	Percentage to the highest		
		Average ROP	Highest among the bidders	100	0.08	
			Others	Percentage to the highest		
Total (B.9.0) (From B.9.1 to B.9.4)					0.80	

Note: 1. All the Bit entries submitted for evaluation of parameter "No. of Bits used for deep formation drilling", as detailed in Appendix-9, "Criteria for ranking bidders for Premium Bits procurement", should be Unique only i.e. against one specific Serial Number only one Bit Run shall be considered & duplicate Bit entries will not be considered for evaluation.

For Example:

Sr. No.	**ecific Information for 12 ¼" TCR Bit**		
1	**No. of Bits used for deep formation drilling**	**Depth in 2000 M to 3999 M**	**All the bit serial numbers shall be unique without any duplicity**
2		**Depth in 4000 M & above.**	**All the bit serial numbers shall be unique without any duplicity**
If a specific bit serial number appears in more than one depth ranges, it will be counted as a unique bit run in each depth range, provided that it is listed only once within each respective depth range.			

2. For the evaluation of the Parameter "Performance of Bits", as detailed in Appendix-9, "Criteria for ranking bidders for Premium Bits procurement", each bidder must submit a maximum of five bit runs per specified depth range. It should be noted that if more than five bit runs are submitted in the bid document, only the first/top five entries will be considered for evaluation.

3. Hybrid bit (i.e. the Bits which combine the cutting mechanisms of both roller cone and fixed-cutter bits) and ODD sizes will not be considered for evaluation in any size & type (PDC & TCR) of Bits for "Bit Specific Information" as detailed in Appendix-9, "Criteria for Ranking of Bidders for Procurement of Premium Bits on Consignment basis and through outright purchase (Rate Contract)".

4. All the Bit runs and supporting documents, verifying their authenticity must be duly signed by VP (or equivalent authority) / authorized Bid signing authority of the Bidding Company.

C. Criteria for selection of Drill Bits Supplier / Manufacturer for the supply Drill Bits shall be selected based on the higher Net marks for technical ranking, as under:

C.1: For Ranking of Bit Manufacturers of 17-**1/ 2" TCR Bits**

Net Marks for 17-1/2" : Marks in (A.1) + Marks in (B.1)

C.2: For Ranking of Bit Manufacturers of 12-**1/ 4" TCR Bits**

Net Marks for 12-1/4" : Marks in (A.1) + Marks in (B.2)

C.3: For Ranking of Bit Manufacturers of 8-**1/ 2" TCR Bits**

Net Marks for 8-1/2" : Marks in (A.1) + Marks in (B.3)

C.4: **For Ranking of Bit Manufacturers of 6" T C R** Bits

Net Marks for 6": Marks in (A.1) + Marks in (B.4)

C.5: For Ranking of Bit Manufacturers of 17-**1/ 2" PDC Bits**

Net Marks for 17-1/2" : Marks in (A.2) + Marks in (B.5)

C.6: For Ranking of Bit Manufacturers of 12-**1/ 4" PDC Bits**

Net Marks for 12-1/4" : Marks in (A.2) + Marks in (B.6)

C.7: For Ranking of Bit Manufacturers of 8-**1/ 2" PDC Bits**

Net Marks for 8-1/2" : Marks in (A.2) + Marks in (B.7)

C.8: **For Ranking of Bit Manufacturers of 6" P D C** Bits

Net Marks for 6" : Marks in (A.2) + Marks in (B.8)

C.9 For Ranking of Bit Manufacturers of 26**" TCR Bits**

Net Marks for 17-1/2" : Marks in (A.1) + Marks in (B.9)

Annexure-A-2 (Details & Documents to be submitted for evaluation of Bits:-

Annexure-A-2 For TCR & PDC and others to be submitted separately.

Parameters	**Queries**	**Supporting Documents Required**	**Response from bidder**	**Supporting Documents enclosed**
Experience	How long the company is in the business of bit manufacturing?	Annual report /any published document / **any other document authenticated by statutory auditor.**		Location in Bid Document
Sales Volume	Revenue from the bit sales for last three years?	Annual report /any published document / **any other document authenticated by statutory auditor.**		Location in Bid Document
R&D	Expenditure on R&D for last three years	Annual report /any published document / **any other document authenticated by statutory auditor.**		Location in Bid Document

(**Note**: In case sales volume and R&D expenditure is not reflected separately for TCR & PDC bits and others in annual report, then the bidder should submit sales volume & R&D expenditure separately for TCR & PDC bits which should be certified by Statutory Auditors' of the firm or in cases where the bidding/supporting company (as applicable) are not required to prepare Audited Financial Statements as per the Law of the Land of the country of the bidding/supporting company as applicable, the bidder shall provide documentary evidence for the same along with a certificate from a practicing Chartered Accountant or equivalent to this effect.)

Following information is to be provided for 26" ,17-1/2", 12-1/4", 8-1/2" and 6" category for TCR & PDC Bits separately. The information required is for the last three years:-

Bits	Sales Volume of Bits during last three years	Any published authentic document	Response from bidder	Supporting Documents enclosed
Bits used in deep drilling	No. of bits used for Deep Drilling Depth 2000M – 3999M Depth 4000M – 4999M Depth above 5000M	Last three years Bit record for 2000M and above depth with supporting documents in PDF & Excel both.		Location in bid document
For 26"	No. of bits used Depth in 500M & above.	Last three years Bit record for 500M and above depth with supporting documents in PDF & Excel both		
Multinational clients	No. of Premium bits supplied to following companies during last three years: 1. Shell 2. BP 3. Exxon Mobil 4. Total 5. Cheveron 6. Conoco Phillips 7. Saudi Aramco 8. Petrobras 9. Statoil 10. Petronas	Purchase reference, annual reports or any other authentic documents in PDF & XL both.		
Supplies in India	No. of bits supplied to Indian Companies during last three years for offshore	Purchase reference in PDF & XL both		

	No. of bits supplied to Indian Companies during last three years for onshore	Purchase reference in PDF & XL both		
Performance of bits	Best Five bits depth in 500 M to 1000 M Best Five bits above 1000M (For 26" Bit)	Bit Records in Bit Record Format (Annexure-A-4) with IADC Report or any other supporting Documents.		
	Best five bit performances in last three years in depth range of 2000M-3999M	Bit Records in Bit Record Format (Annexure-A-4) with IADC Report or any other supporting Documents.		
	4000M-4999M	Bit Records in Bit Record Format (Annexure-A-4) with IADC Report or any other supporting documents		
	Above 5000M	Bit Records in Bit Record Format (Annexure-A-4) with IADC Report or any other supporting documents.		

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BIT FORMAT-PDC (Annexure-A3)

BIDDER'S NAME :

ITEM : FIXED CUTTER BITS(PDC & OTHER TYPE)

BIT DETAILS (Column -1)									DESIGN FEATURES (Column -2)																
									Blade	Cutters				Gauge				Other Features							
Bit Size	Bit Nomenclature	Matrix Body	Steel body	Impregnated Bit	Bi-Centre Bit	Other Type	Number of Blades	Cutter Size (mm)	Type (Spiral/Straight)	Premium Impact Resistant Cutters	Back Reaming Cutters	Back up Row of cutters	Back up Row of Cutters on How many Blades	Gauge Length (mm)	Gauge (Taper/Under Cut/Straight)	Gauge Pad with TSP Protection	Diamond enhanced gauge protection	Deviation Control with RSS comatiable	Anti balling	Impact Resistant Feature	No.of Nozzoles	Computation Fluid Dynamics (CFD) certified	Abrasive Resistance	UCS range (kpsi)	Additional Feature/s
17 1/2"																									
12 1/4"																									
8 1/2"																									
6"																									

Note:
Column 1 - For categorisation of bits " Type & Size wise" as per Tender document & BEC. Column -2 - For matching common design features as per Tender document & BEC.

BIT FORMAT-TCR (Annexure-A3)

Bidder's Name	

ITEM: ROLLER CONE BITS

BIT DETAILS (Column -1)							DESIGN FEATURES (Column -2)																		
BIT SIZE	Bit Nomenclature	IADC	Cutting Structure		Bearing Seal Assembly		Nozzles		Diamond Inserts		Diamond Heel		Cutter/Insert			Leg Protection				Other Features				
			Chisel insert cutting structure	Conical insert cutting structure	Single seal	Twin/Metal Seal	3 nozzels	3 nozzels with Center Jet	Diamond on Gauge	Complete Diamond Cutting Structure	Diamond on Heel(30% to 50 % diamond)	Diamond on Heel (51% to 100% diamond)	Hard Facing on Cutters	Type of Hard facing on cutter	Tungsten Carbide Premium cutters	Leg Back Protection with Tungsten Carbide	Tungsten Carbide Insert Protectionon Leg & across Shirttail H/F	Diamond insert leg protection	Length of leg protection (mm)	Responsive pressure compensation	Enhanced shirttail protection	UCS range (kpsi)	Min.expected K-Revs with Rotary Drive	Additional Feature/s
26"																									
17 1/2"																									
12 1/4"																									
8 1/2"																									
6"																									
Any other Sizes																									

Note :

Column 1 - For categorisation of bits " Type & Size wise" as per Tender document & BEC.
Column -2 - For matching common design features as per Tender document & BEC.

Annexure-A-4 Bit Record Format

Bit Record Format is designed to get uniform information regarding performance parameters of the bits for TCR, PDC

Bit Record Format																	
Size:										Type (TCR/PDC):							
Sl. No.	Bit Nomenclature	Bit Serial. Number	IADC/PDC Type	Onshore/Offshore(SW/DW)If Bits are used in DW meterage should be given from sea bed only	Field / Well Name	Rig Name	Depth In Date	Depth In (Meters)	Depth Out (Meters)	Drilling Meters	Drilling Hours	ROP	Cum. Meters	Cum. Hours	Drive Mechanism (Rotary/RSS/Motor)	Dull Grading	Remark
1																	
2																	
3																	
4																	
5																	
6																	
7																	
8																	
9																	
10																	
.																	
.																	

Declaration: It is certified that all the information's mentioned above are genuine.

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(Signature & Stamp of bidder)

Annexure -VII

ODD Sizes Bit	**Relevant Group for evaluation purpose**
6 ½" PDC and TCR	6" PDC and TCR
9 ½" PDC and TCR Bit	8 ½" PDC and TCR bit
14 ¾" PDC and TCR	12 ¼" PDC and TCR
16" Bit PDC and TCR	17 ½" PDC and TCR

Annexure-II (A)

Bid Evaluation Matrix

Note: The bidder has to select "CONFIRMED / NOT CONFIRMED/ NOT APPLICABLE" by putting 'x' in relevant box ☐ against each of the BEC clause below and indicate Page no. of the bid, where the documentary proof has been enclosed.

Clause sl. no.	BEC Clause	Bidder's Response (Click on the appropriate box to indicate 'X' mark on your reply.	Remarks/ References etc.
BEC-TECHNICAL:			
A	**Vital Criteria for Acceptance of Bids: -** Bidders are advised not to take any exception/ deviations to the bid document. Exceptions/ deviations, if any, should be brought out during the Pre-bid conference. In case Pre-bid conference is not held, the exceptions/ deviations along with suggested changes are to be communicated to OIL within the date specified in the NIT and bid document. OIL after processing such suggestions may, through an addendum to the bid document, communicate to the bidders the changes in its bid document, if any. However, during evaluation of bids, OIL may ask the Bidder for Clarifications/ confirmations/deficient documents of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought or permitted. If the bidder still maintains exceptions/ deviations in the bid, such conditional/ non-conforming bids shall not be considered and may be rejected.	☐Confirmed ☐Not confirmed ☐Not applicable	
B	REJECTION CRITERIA		
B.1	**Technical Rejection Criteria** The following vital technical conditions should be strictly complied with failing which the bid will be rejected:	☐Confirmed ☐Not confirmed ☐Not applicable	
1.0	Bid should be complete covering all the scope of job/ supply and should conform to the technical specifications indicated in the bid documents, duly supported with technical catalogues/ literatures wherever required. Incomplete and non-conforming bids will be rejected outright.	☐Confirmed ☐Not confirmed ☐Not applicable	
2.0	**Eligibility of Bidders:** Bidder should preferably be a manufacturer. In case the bidder is not manufacturer, its bid also be considered provided such bid is accompanied with back-up authority	☐Confirmed ☐Not confirmed ☐Not applicable	

Clause sl. no.	BEC Clause	Bidder's Response (Click on the appropriate box to indicate 'X' mark on your reply.	Remarks/ References etc.
	letter from the concerned manufacturer, who authorizes them to market their product provided further, such an authority letter is valid at the time of bidding and should remain valid during the entire execution period of the order. Required warranty cover of the manufacturer, (as per the warranty clause of the bid document) for the product will be provided by such a bidder and an undertaking to this effect shall be provided by the bidder in the techno-commercial bid. Offers without back-up authority letter from manufacturer will not be considered.		
3.0	Bidder should indicate in their techno-commercial (blank price bid), the full range of their product in 26",17½", 12 ¼", 8 ½" & 6'' size (TCR/PDC) including bi- centre, impregnated and other special type bits along with the bit details as per bit specific formats at Annexure-A-1 to A-3 & A-4. The prices for each of above bit should be quoted as per price format in the tender separately for TCR and PDC bits.	☐Confirmed ☐Not confirmed ☐Not applicable	
4.0	Bits offered should be suitable to run with down hole motor.	☐Confirmed ☐Not confirmed ☐Not applicable	
5.0	Bits should be able to drill float shoe/collar and drill ahead. No bit changes should be required to continue drilling after drilling float shoe/collar.	☐Confirmed ☐Not confirmed ☐Not applicable	
6.0	Bidder should have required facilities for testing the product as per international standards at their premises and also agree to furnish their inspection certificate along with supplies. The bidder should have a valid API 7-1 certification at the time of the bid opening and shall maintain the validity of the same throughout the currency of the contract. Copy of valid API 7-1 certificate for bit for all manufacturing facility proposed by the Bidder must be submitted along with the bid. In case the bidder is not a manufacturer, then the bidder is required to submit valid API 7-1 certificates of the concerned manufacturer, along with the undertaking to maintain the validity of these certificates in the techno-commercial bid.	☐Confirmed ☐Not confirmed ☐Not applicable	

Clause sl. no.	BEC Clause	Bidder's Response (Click on the appropriate box to indicate 'X' mark on your reply.	Remarks/ References etc.
7.0	Bidder should furnish an undertaking for providing the product/ service support along with uninterrupted and timely supply of support and spares for at least 4 years. The bidder must give details of their after-sales service support that will be provided by them.	☐Confirmed ☐Not confirmed ☐Not applicable	
8.0	**EVALUATION METHODOLOGY**		
8.1	Evaluation of offers will be based on the "Criteria for Ranking of Bidders" and "Details and Documents submitted for evaluation of Bits", as per Annexure (A-1, A-2, A-3 & A-4.)	☐Confirmed ☐Not confirmed ☐Not applicable	
8.2	Bidders shall be technically ranked as per the net marks scored against the evaluation criteria placed at Annexure-A-1. Bidder(s) scoring highest net marks will be ranked as TR-1, the next highest as ranked as TR-2 and so on.	☐Confirmed ☐Not confirmed ☐Not applicable	
8.3	Bidder should submit price bids separately for each "Type and Size of bits", as per the following: 1. 26" TCR Bits 2.17 ½" TCR bits. 3. 12 ¼" TCR bits. 4. 8 ½" TCR bits. 5. 6" TCR bits. 6. 17 ½" PDC bits. 7. 12 ¼" PDC bits. 8. 8 ½" PDC bits. 9. 6" PDC bits. Bidder can quote for minimum one "Type and Size of bits" and maximum 9 "Type and Size of bits" as per above details. Bits are required for Petroleum Operations/ NELP areas. Bidder has to quote for all work centre of OIL (as per the list attached) of the quoted Type and Size of bit. Since features of the bits for any particular size and type are different for different bidders, bidders to furnish details of the bits in the format as per Annexure-A-3. Bidders to submit size and type wise (TCR & PDC) bit details in the format specified (Bit Format-TCR and Bit Format-PDC / Bi- centre / Impregnated / Others) for evaluation purpose	☐Confirmed ☐Not confirmed ☐Not applicable	

Clause sl. no.	BEC Clause	Bidder's Response (Click on the appropriate box to indicate 'X' mark on your reply.	Remarks/ References etc.
	in technical bid. Bidders to mention any additional feature & its advantage against each type of bit in that same format. Based on these information furnished in the bit format for each size and type of bits, nearest common bits will be identified and the list of such bits for each size and type shall be made before price bid opening. OIL's decision on selection of nearest common bits will be final and will be informed to shortlisted bidders, before price bid opening. Primarily size & IADC (for TCR only) will be matched. Common design features will be matched next against bits nomenclature of shortlisted bidders of each category. If minimum eighty percentages (80%) of design features as per bit format is matched, it will be considered as common bit. All the common bits of shortlisted bidders will be procured on Rate Contract/s basis. All uncommon bits of respective shortlisted bidders will be procured on consignment basis. Note: Any bit size not mentioned above will be included in Consignment basis.		
8.4	For assessing the reasonability of prices, bidders have to submit documents establishing the prices at which the bidder has supplied same or similar type of bits to other Oil/Gas company in last 2 years.	☐Confirmed ☐Not confirmed ☐Not applicable	
8.5	After techno-commercial evaluation the price bids of the top three highest technically ranked bidders (i.e. TR-1, TR-2 & TR-3) for each size and type of bit will be shortlisted for price bid opening subject to obtaining minimum of 45 marks as per evaluation criteria indicated at clause B.1 – 8.1 & 8.2 of BEC. In case of tie in highest technically ranked bidders who are obtaining same marks, their inter-alia ranking as TR-1, TR-2 & TR-3 and so on) will be decided on the basis of highest marks in "B" in respect of specific information as per the evaluation criteria specified at Annexure A-1. Top three (03) bidders above 45 marks are to be selected for price bid opening against each size & type (total eight categories).	☐Confirmed ☐Not confirmed ☐Not applicable	

Clause sl. no.	BEC Clause	Bidder's Response (Click on the appropriate box to indicate 'X' mark on your reply.	Remarks/ References etc.
	However, before price bid opening, the list of common bits will be identified by OIL and will be intimated to shortlisted bidders. Subsequent to price bid opening, the prices quoted for all common bits will be ranked on lowest price basis i.e. L1 (lowest), L2, & L3, The following methodology will be followed for finalization of contracts for each of the Nine (09) categories indicated at clause 8.3 above: a) Contract will be awarded to TR-1 bidder for 100% quantities for the common items for which TR-1 bidder is L1 on Rate Contract basis. However, OIL reserves its right to negotiate the prices with the bidder for ascertain rate reasonability before award of contract. b) For all other common items the L1 bidder will be awarded contract for 60% distribution of quantities on Rate Contract basis and L2 bidder will be awarded contract for 40% distribution of quantities on Rate Contract basis subject to matching of their price with L1 price. In case L2 bidder is not accepting to match their prices, for such items, contract will be awarded to L3 bidder subject to matching of their price with L1 price. In case L2/L3 bidder does not match their price, contract will be awarded to L1 bidder for 100% quantities on Rate Contract basis. However, OIL reserves its right to negotiate the prices quoted by the originally ranked L1 bidder for above items for ascertaining rate reasonability, before resorting to price matching exercise by L2/L3 as the case may be. c) The uncommon bits offered by successful bidder(s) in each category, will be included in their respective contract and will be procured on consignment basis. OIL reserves its right to negotiate the prices quoted by the above bidders for uncommon bits for ascertaining rate reasonability, before entering into consignment contract.		
8.6	Deleted	☐Confirmed ☐Not confirmed ☐Not applicable	

Clause sl. no.	BEC Clause	Bidder's Response (Click on the appropriate box to indicate 'X' mark on your reply.	Remarks/ References etc.
8.7	As the requirement is for Petroleum Operations & NELP areas, BCD will be zero. For consignment supply IGST shall be paid by the supplier & reimbursement will be made against documentary evidence. Material to be imported in the name of OIL. OIL may outright purchase suitable left over bits at the end of contract period (uncommon bits on consignment basis only) at the sole option of OIL. Quantity of bits retained at the end of contract period shall not exceed the initially ordered quantity against the contract.	☐Confirmed ☐Not confirmed ☐Not applicable	
9.0	Verification and certification of documents pertaining to Technical Bid Evaluation Criteria (BEC) All documents in support of Technical Criteria of Bid Evaluation Criteria (BEC) furnished by the bidders should be verified and certified by any one of the independent third-party inspection agency listed at Appendix-TPIA-1 a) TPIA shall Verify the authenticity, accuracy, and completeness of the bidder's previous experience, job execution records any other supporting document being submitted in respect to Technical BEC by the bidder, as stated in the tender. (excluding technical catalogues/ literature). b) The verification and certification should be "verified from original" and include name and contact details of certifying officer, TPIA name with address of TPIA branch undertaking the certification. c) TPIA will provide in addition a certificate toward verification and certification of documents pertaining to Technical Bid Evaluation Criteria (BEC) as per proforma attached at Appendix-TPIA-2 to potential bidder and the same will be submitted by the bidder in their techno-commercial bid. d) All the charges of the Third party for verification and certification shall be borne by the bidder and OIL shall have no liability (financial or otherwise) towards the same and shall not be liable for any claim/ dispute between the bidder and TPIA.	☐Confirmed ☐Not confirmed ☐Not applicable	

Clause sl. no.	BEC Clause	Bidder's Response (Click on the appropriate box to indicate 'X' mark on your reply.	Remarks/ References etc.
	e) The certificate submitted by TPIA against "NABCB accredited bodies as per requirement of 1S0/IEC 17020 as Type A" in QCI NABCB website must be valid as on date of authentication/verification of documents.		
BEC-FINANCIAL			
1.0	The bidder must have annual financial turnover from Operations of minimum INR 36,41,79,784.00 in any of the preceding 3 (Three) financial/accounting years reckoned from the original bid closing date of the tender. *[Annual Financial Turnover of the bidder from Operations shall mean - "Aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91).]*	☐Confirmed ☐Not confirmed ☐Not applicable	
2.0	"Net Worth" of the bidder should be positive for the financial/accounting year just preceding to the original bid closing date of the tender. [Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium - Aggregate value of accumulated losses (excluding revaluation reserves) - deferred expenditure - Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation"]	☐Confirmed ☐Not confirmed ☐Not applicable	
3.0	Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying **(as per format)** that 'the balance sheet/Financial Statements for the financial year xxxx-xxxx (As the case may be) has actually not been audited so far'.	☐Confirmed ☐Not confirmed ☐Not applicable	

Clause sl. no.	BEC Clause	Bidder's Response (Click on the appropriate box to indicate 'X' mark on your reply.	Remarks/ References etc.
	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. OR ii) Financial Statements (Balance Sheet & Profit & Loss account along with all the schedules/notes forming part of the Balance sheet & Profit and Loss Account) audited by the auditors appointed under the statute like Companies Act etc. wherever applicable. In cases where the bidding/ supporting company (as applicable) are not required to prepare Audited Financial Statements as per the Law of the Land of the country of the bidding/supporting company as applicable, the bidder shall provide documentary evidence for the same along with a certificate from a practicing Chartered Accountant or equivalent to this effect. The bidder must also submit the financial statement as per the accounting standards of the country of the bidding/supporting company as the case may be, duly certified by the practicing-chartered accountant or equivalent. 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		

Clause sl. no.	BEC Clause	Bidder's Response (Click on the appropriate box to indicate 'X' mark on your reply.	Remarks/ References etc.
	provide documentary evidence for the same.		
4.0	In case the Audited Balance Sheet and Profit & Loss Account submitted along with the bid are in currencies other than INR or USD, the bidder shall have to convert the figures in equivalent INR or USD considering the prevailing conversion rate on the date of Balance Sheet and Profit & Loss Account. A CA certificate is to be submitted by the bidder regarding converted figures in equivalent INR or USD.	☐Confirmed ☐Not confirmed ☐Not applicable	
5.0	In case the Bidder is subsidiary company (should be 100% owned subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits its bid based on the strength of parent/ultimate parent/holding company, then following documents need to be submitted: (i) Turnover of the parent/ultimate parent/holding company should be in line with Para **1.0** above. (ii) Net Worth of the parent/ultimate parent/holding company should be positive in line with Para 2.0 above (iii) Corporate Guarantee (as per format) on parent/ultimate parent/holding company's company letter head signed by an authorized official undertaking that they would financially support their wholly owned subsidiary company for executing the project/job in case the same is awarded to them. (iv) Documents to substantiate that the bidder is a 100% subsidiary of the parent/ultimate parent/holding company.	☐Confirmed ☐Not confirmed ☐Not applicable	
BEC-COMMERCIAL			
1.0	Bids are invited under SINGLE STAGE TWO BID SYSTEM. Bidders should upload Techno-Commercial Bid (Unpriced Bid) and Priced Bid separately at the designated fields assigned in e-tender Portal. Please note that no price details should be furnished in the Technical (i.e. Unpriced) bid. The "Unpriced Bid" shall contain all techno-commercial details except the prices/costs. Bidder not complying with above submission procedure will be rejected.	☐Confirmed ☐Not confirmed ☐Not applicable	

Clause sl. no.	BEC Clause	Bidder's Response (Click on the appropriate box to indicate 'X' mark on your reply.	Remarks/ References etc.
2.0	The prices/rates offered against the tender must remain firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price condition shall be treated as non-responsive and rejected. No discount whatsoever should be quoted separately. Rates/prices quoted must be net of all discounts.	☐Confirmed ☐Not confirmed ☐Not applicable	
3.0	Bids received in physical form shall be rejected *(except the documents specifically called for in hard copies, if any)*. Also, modifications to bids received after the bid closing date & time shall not be entertained	☐Confirmed ☐Not confirmed ☐Not applicable	
4.0	Bids containing incorrect/false/misleading statement(s) shall be rejected.	☐Confirmed ☐Not confirmed ☐Not applicable	
5.0	Validity of the bid shall be minimum 120 days from the date of actual Bid Closing Date. Bids with lesser validity shall be straightway rejected	☐Confirmed ☐Not confirmed ☐Not applicable	
6.0	Bidders must confirm that goods/materials to be supplied against the order arising out of this tender shall be of recent make, unused, of the best quality & workmanship and free from defects. The Bidder must undertake to stand guaranteed for the materials as called for in the tender. Defective goods/materials rejected by OIL, whether the entire lot or part thereof, shall be replaced immediately by the supplier at the supplier's expenses at no extra cost to OIL.	☐Confirmed ☐Not confirmed ☐Not applicable	
7.0	Successful bidder will be required to furnish a Performance Security @5% of the annualized contract value. The Performance Security must be valid for a period as called for in the tender document. Bidder must confirm the same in their Technical Bid. Offers not complying with this clause will be rejected	☐Confirmed ☐Not confirmed ☐Not applicable	
8.0	Bids must be accompanied by Bid Security for the amount as mentioned in the tender document and shall be in the prescribed format [BG or Insurance Surety Bond]. Bid Security may also be paid through online payment mode. Bid Security must be submitted within the scheduled Bid Closing date and time of the Tender. The amount of Bid Security (EMD) must be strictly as specified	☐Confirmed ☐Not confirmed ☐Not applicable	

Clause sl. no.	BEC Clause	Bidder's Response (Click on the appropriate box to indicate 'X' mark on your reply.	Remarks/ References etc.
	in the tender document. Bid Security if submitted in the form of BG/e-PBG/ISB must be valid at least for a period of 165 days from the date of original bid closing date of the tender. Bid shall be rejected without further reference, if the Bid Security (EMD) is not received strictly as above, except where exempted. OIL will not assume any responsibility whatsoever for submission of deficient/faulty Bid Security or for delay/non-delivery of the same.		
9.0	Bid must be uploaded together with the Integrity Pact *(If applicable against the tender)* and the same must be duly signed digitally. If any bidder refuses to sign Integrity Pact or declined to submit Integrity Pact, their bid shall be rejected straightway.	☐Confirmed ☐Not confirmed ☐Not applicable	
10.0	Bidders shall accept and comply with the following clauses as given in the Bid Document, failing which bid shall be liable for rejection: i) Liquidated Damages ii) Warranty/Guarantee of material iii) Arbitration / Resolution of Dispute iv) Force Majeure v) Applicable Laws	☐Confirmed ☐Not confirmed ☐Not applicable	
11.0	A bid shall be rejected straightway if it does not conform to any one of the following clauses: a) Validity of bid shorter than the validity indicated in the Tender. b) In case the party refuses to sign Integrity Pact. c) Original Bid Security not received within the stipulated date & time mentioned in the Tender. d) Bid Security with (i) validity shorter than the validity indicated in Tender and/or (ii) Bid Security amount lesser than the amount indicated in the Tender.	☐Confirmed ☐Not confirmed ☐Not applicable	
12.0	PRICE SCHEDULE: Bidder shall submit their prices as per Price Bid Format (ANNEXURE - IV). Bidders should fill up the annexure(s), sign and upload under "Notes & Attachments" > "Attachments" only	☐Confirmed ☐Not confirmed ☐Not applicable	

ANNEXURE - III

COMMERCIAL CHECK LIST

A. The Commercial Check List must be completed and returned with your offer. Please ensure that all these points are covered in your offer. These will ensure that your offer is properly evaluated. Please select "Yes" or "No" to the following questions, in the right hand column.

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

10.0	For Indian Bidders – Whether indicated the place from where the goods will be dispatched. To specify :	
10.1	For Indian Bidders – Whether road transportation charges up to Duliajan quoted?	
10.2	For Indian Bidders only - Whether offered Ex-works price is including packing/forwarding charges?	
10.3	For Indian Bidders only - Whether indicated import content in the offer?	
10.4	For Indian Bidders only - Whether offered Deemed Export prices?	
10.5	For Indian Bidders only – Whether all applicable Taxes & Duties have been quoted?	
11.0	Whether all BRC/BEC clauses accepted?	
12.0	Whether Integrity Pact with digital signature uploaded?	
12.1	Whether all the clauses in the Integrity Pact have been accepted?	
13.0	Whether indicated 'Local Content' required as per PPP-MII Policy ?	
14.0	Whether indicated the import content in Price Bid ?	
14.1	Whether submitted Undertaking towards Local Content and CA Certificate towards Local Content (as applicable) (PROFORMA – 13)	
15.0	Whether submitted Undertaking towards submission of authentic information/ documents submitted (PROFORMA – 4)	
16.0	Whether submitted Undertaking for restrictions on procurement from a bidder of a country which shares a land border with India. (Exhibit – I / III / III as applicable)	
17.0	Whether submitted Power of Attorney/ Authorization letter (Regarding authority for submission of bid) in prescribed format (PROFORMA – 14)	
18.0	Whether submitted Declaration about bidder's Financial standing i.e. the bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. (PROFORMA – 15)	
19.0	Whether submitted Declaration Blacklisting / Holiday Listing/ NCLT / NCLAT /DRT /DRAT/ Court Receivership/ Liquidation (Proforma 16A/16B)	
20.0	Whether undertaking from TPIA on document verification is submitted as per Appendix-TPIA-2	
21.0	Whether it is confirmed in the technical bid that in the event of order, duly filled ESG Questionnaire as per Proforma-20 shall be submitted within fifteen 15 (fifteen) calendar days from the date of award of contract or issue of purchase order	
22.0	Whether Undertaking on Fall clause as per Proforma-21 submitted	

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

Sl No	Requirement	Bidder's Reply
1	Offer reference & Date	
2	Name, Address, Phone No & E-mail of Bidder	
3	Bank details of Bidder	
4	Name of Manufacturer	
5	Bid validity	
6	Payment Terms	
7	Guarantee/Warranty Terms	
8	Delivery Period	
9	Country of Origin	
10	Port of Despatch/Despatching Station	
11	Confirm submission Integrity pact, if required as per NIT	
12	Confirm acceptance of PBG clause, if required as per NIT	
13	Compliance to: Liquidated Damage Warranty/Guarantee Arbitration/Resolution of Dispute Force Majeure Applicable laws	
14	Confirm submission of the balance sheet/Financial Statements for the financial year (as applicable). If not, whether declaration as per BRC submitted **(PROFORMA - 8).**	
15	Confirm submission of undertaking towards authenticity of submitted documents.	
16	Exception/Deviations quoted, if any, to be given in details or refer to respective page of the bid documents. ANNEXURE III of General Terms & Conditions" for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders) submitted in this regard?	
17	Whether submitted all the applicable Annexures as per document General Terms & Conditions" for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders).	

ANNEXURE-IV

PRICE BID FORMAT

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

Bidders Response Sheet for Indian Bidder

Procurement of Premium Bits on Rate Contract basis for all Spheres of OIL for a period of Four years (2026-30)

Name of Bidder		
Quoted Groups	**Item description**	**Bidders Response (Quoted/ Not Quoted)**
A	17 ½" TCR bits	
B	12 ¼" TCR bits	
C	8 ½" TCR bits	
D	6" TCR bits	
E	17 ½" PDC bits	
F	12 ¼" PDC bits	
G	8 ½" PDC bits	
H	6" PDC bits	
I	26" TCR bits	
J	Any other size bits	

Bidders Response Sheet for Indian Bidder

Procurement of Premium Bits on Rate Contract basis for all Spheres of OIL for a period of Four years (2026-30)

Bidder to fill their response as "Quoted/ Not Quoted" in the Yellow coloured Cells corresponding to their quote in the Price Bid Format. No prices are to be mentioned in this sheet and this sheet is to be submitted along-with the Techno-commercial Bid.

Bit Size				17-1/2"				Bit Type			TCR			
Bidding Entity name & Address (Including contact no, E-mail)								Currency of quote						
Bidders' bid No & Date								Manufacturer/Make						
Country of Origin								Factory Address						
Bit Sl No	Bit Size (Inches)	Bit Nomenclature	IADC No	Basic price inclusive of customs duty on imported raw materials and components, if any	Packing & Forwarding Charges	Unit Ex-Works (Packed)	GST Rate	GST Value	Transit Insurance charges, if any (Inclusive of GST)	Freight Charges, if any (Inclusive of GST)	FOR OIL Store, (All inclusive price for delivery at OIL godown)	HSN Code	Unit Weight Kg	Unit Volume M3
				A	B	C	D	E	F	G	H=C+E+F+G			
		Fill the details		Fill the details										
Bit # 1	17-1/2"													
Bit # 2	17-1/2"													
Bit # 3	17-1/2"													
Bit # 4	17-1/2"													
so on	so on													
Note	Bidder to submit the response sheet in the format given, bidder can add as many number of rows for different type of quoted bits.													

1	Unit prices of Drill bits for each sizes and each type of Bit should be quoted above. Serical no. Bit # 1 , # 2 , # 3 etc. are for each sizes and each type shall corresponds to respetive bits details submitted in Bit format Annexure-A-3.
2	Bidder to quote & supply bits for all spheres of OIL as per the distribution list
3	Common bits among shortlisted bidders will be finalised on the basis of the design features submitted through Bit Format. OIL's decision on selection of nearest common bits will be final and will be informed to shortlisted bidders, before price bid opening.
4	All the common bits from shortlisted eligible bidders will be procured on rate contract basis. Only uncommon bits from their respetive contracts will be procured on consignment basis i.e. supply against call out & delivery upto OIL warehouse at suppliers cost.
5	Unit price per Drill Bit to be quoted against sl.'H' above should be inclusive of packing, forwarding, freight upto OIL godowns, insurances, taxes as applicable if any. Presently for petroleum operations areas, IGST 12% is applicable against EC.
6	Unit price per Drill Bit to be quoted above should be inclusive of the CIF value of imported raw materials and components, Customs duty, applicable if any , and all taxes , duties , insurance and any other charges for delivery upto OIL Store. Unloading at OIL Store shall be arranged by OIL at its cost. Custom duty on import of raw material is not applicable as Deemed Export Benefit is available to Indian Bidder.
7	Bidder shall upload separate price formats for each size of bits, say 26" TCR Bits, 17 1/2" TCR Bits, 12 1/4" TCR Bits, 8 1/2" TCR Bits, 6" TCR Bits, 17 1/2" PDC Bits, 12 1/4" PDC Bits, 8 1/2" PDC Bits, 6" PDC Bits & any other size bits.
8	Indian bidders must indicate in their bid, the following details of the import content (i) list of materials to be imported, (ii) the quantity, (iii) their CIF value, (iv) HSN code and (v) currency(ies) involved thereof, in the supply which shall be indicated in the supply order / contract. (Custom duty is not applicable as the item is required for PEL/ML area for the raw material imported by the domestic bidder against deemed export benefit. Bidder should furnish details of import content, if any (in case of domestic manufacturer)).
9	No re-stocking charges shall be payable. For returning of bits, supplier will arrange the pickup from OIL godowns.
10	Bidder should quote the unit prices for each of offered Drill bits ,considering the total purchase volurne during the entire contract period of 4 years without any provision for price escalation and also without any provision of extension of the Contract.
11	The quoted bit price will be considered as catalogue bit Price.
12	Bidder should submit separate price bid for each size, each category
13	Ultimate Consignee Details: Rajasthan/MBP/Duliajan FHQ

Bidders Response Sheet for Indian Bidder

Procurement of Premium Bits on Rate Contract basis for all Spheres of OIL for a period of Four years (2026-30)

Bidder to fill their response as "Quoted/ Not Quoted" in the Yellow coloured Cells corresponding to their quote in the Price Bid Format. No prices are to be mentioned in this sheet and this sheet is to be submitted along-with the Techno-commercial Bid.

Bit Size				12-1/4"				Bit Type			TCR			
Bidding Entity name & Address (Including contact no, E-mail)								Currency of quote						
Bidders' bid No & Date								Manufacturer/Make						
Country of Origin								Factory Address						
Bit Sl No	Bit Size (Inches)	Bit Nomenclature	IADC No	Basic price inclusive of customs duty on imported raw materials and components, if any	Packing & Forwarding Charges	Unit Ex-Works (Packed)	GST Rate	GST Value	Transit Insurance charges, if any (Inclusive of GST)	Freight Charges, if any (Inclusive of GST)	FOR OIL Store, (All inclusive price for delivery at OIL godown)	HSN Code	Unit Weight Kg	Unit Volume M3
				A	B	C	D	E	F	G	H=C+E+F+G			
		Fill the details		Fill the details										
Bit # 1	12-1/4"													
Bit # 2	12-1/4"													
Bit # 3	12-1/4"													
Bit # 4	12-1/4"													
so on	so on													
Note	Bidder to submit the response sheet in the format given, bidder can add as many number of rows for different type of quoted bits.													

1	Unit prices of Drill bits for each sizes and each type of Bit should be quoted above. Serical no. Bit # 1 , # 2 , # 3 etc. are for each sizes and each type shall corresponds to respetive bits details submitted in Bit format Annexure-A-3.
2	Bidder to quote & supply bits for all spheres of OIL as per the distribution list
3	Common bits among shortlisted bidders will be finalised on the basis of the design features submitted through Bit Format. OIL's decision on selection of nearest common bits will be final and will be informed to shortlisted bidders, before price bid opening.
4	All the common bits from shortlisted eligible bidders will be procured on rate contract basis. Only uncommon bits from their respetive contracts will be procured on consignment basis i.e. supply against call out & delivery upto OIL warehouse at suppliers cost.
5	Unit price per Drill Bit to be quoted against sl.'H' above should be inclusive of packing, forwarding, freight upto OIL godowns, insurances, taxes as applicable if any. Presently for petroleum operations areas, IGST 12% is applicable against EC.
6	Unit price per Drill Bit to be quoted above should be inclusive of the CIF value of imported raw materials and components, Customs duty, applicable if any , and all taxes , duties , insurance and any other charges for delivery upto OIL Store. Unloading at OIL Store shall be arranged by OIL at its cost. Custom duty on import of raw material is not applicable as Deemed Export Benefit is available to Indian Bidder.
7	Bidder shall upload separate price formats for each size of bits, say 26" TCR Bits, 17 1/2" TCR Bits, 12 1/4" TCR Bits, 8 1/2" TCR Bits, 6" TCR Bits, 17 1/2" PDC Bits, 12 1/4" PDC Bits, 8 1/2" PDC Bits, 6" PDC Bits & any other size bits.
8	Indian bidders must indicate in their bid, the following details of the import content (i) list of materials to be imported, (ii) the quantity, (iii) their CIF value, (iv) HSN code and (v) currency(ies) involved thereof, in the supply which shall be indicated in the supply order / contract. (Custom duty is not applicable as the item is required for PEL/ML area for the raw material imported by the domestic bidder against deemed export benefit. Bidder should furnish details of import content, if any (in case of domestic manufacturer)).
9	No re-stocking charges shall be payable. For returning of bits, supplier will arrange the pickup from OIL godowns.
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11	The quoted bit price will be considered as catalogue bit Price.
12	Bidder should submit separate price bid for each size, each category
13	Ultimate Consignee Details: Rajasthan/MBP/Duliajan FHQ

Bidders Response Sheet for Indian Bidder

Procurement of Premium Bits on Rate Contract basis for all Spheres of OIL for a period of Four years (2026-30)

Bidder to fill their response as "Quoted/ Not Quoted" in the Yellow coloured Cells corresponding to their quote in the Price Bid Format. No prices are to be mentioned in this sheet and this sheet is to be submitted along-with the Techno-commercial Bid.

Bit Size				8-1/2"				Bit Type			TCR			
Bidding Entity name & Address (Including contact no, E-mail)								Currency of quote						
Bidders' bid No & Date								Manufacturer/Make						
Country of Origin								Factory Address						
Bit Sl No	Bit Size (Inches)	Bit Nomenclature	IADC No	Basic price inclusive of customs duty on imported raw materials and components, if any	Packing & Forwarding Charges	Unit Ex-Works (Packed)	GST Rate	GST Value	Transit Insurance charges, if any (Inclusive of GST)	Freight Charges, if any (Inclusive of GST)	FOR OIL Store, (All inclusive price for delivery at OIL godown)	HSN Code	Unit Weight Kg	Unit Volume M3
				A	B	C	D	E	F	G	H=C+E+F+G			
		Fill the details		Fill the details										
Bit # 1	8-1/2"													
Bit # 2	8-1/2"													
Bit # 3	8-1/2"													
Bit # 4	8-1/2"													
so on	so on													
Note	Bidder to submit the response sheet in the format given, bidder can add as many number of rows for different type of quoted bits.													

1	Unit prices of Drill bits for each sizes and each type of Bit should be quoted above. Serical no. Bit # 1 , # 2 , # 3 etc. are for each sizes and each type shall corresponds to respetive bits details submitted in Bit format Annexure-A-3.
2	Bidder to quote & supply bits for all spheres of OIL as per the distribution list
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5	Unit price per Drill Bit to be quoted against sl.'H' above should be inclusive of packing, forwarding, freight upto OIL godowns, insurances, taxes as applicable if any. Presently for petroleum operations areas, IGST 12% is applicable against EC.
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7	Bidder shall upload separate price formats for each size of bits, say 26" TCR Bits, 17 1/2" TCR Bits, 12 1/4" TCR Bits, 8 1/2" TCR Bits, 6" TCR Bits, 17 1/2" PDC Bits, 12 1/4" PDC Bits, 8 1/2" PDC Bits, 6" PDC Bits & any other size bits.
8	Indian bidders must indicate in their bid, the following details of the import content (i) list of materials to be imported, (ii) the quantity, (iii) their CIF value, (iv) HSN code and (v) currency(ies) involved thereof, in the supply which shall be indicated in the supply order / contract. (Custom duty is not applicable as the item is required for PEL/ML area for the raw material imported by the domestic bidder against deemed export benefit. Bidder should furnish details of import content, if any (in case of domestic manufacturer)).
9	No re-stocking charges shall be payable. For returning of bits, supplier will arrange the pickup from OIL godowns.
10	Bidder should quote the unit prices for each of offered Drill bits ,considering the total purchase volurne during the entire contract period of 4 years without any provision for price escalation and also without any provision of extension of the Contract.
11	The quoted bit price will be considered as catalogue bit Price.
12	Bidder should submit separate price bid for each size, each category
13	Ultimate Consignee Details: Rajasthan/MBP/Duliajan FHQ

Bidders Response Sheet for Indian Bidder

Procurement of Premium Bits on Rate Contract basis for all Spheres of OIL for a period of Four years (2026-30)

Bidder to fill their response as "Quoted/ Not Quoted" in the Yellow coloured Cells corresponding to their quote in the Price Bid Format. No prices are to be mentioned in this sheet and this sheet is to be submitted along-with the Techno-commercial Bid.

Bit Size				6"				Bit Type			TCR			
Bidding Entity name & Address (Including contact no, E-mail)								Currency of quote						
Bidders' bid No & Date								Manufacturer/Make						
Country of Origin								Factory Address						
Bit Sl No	Bit Size (Inches)	Bit Nomenclature	IADC No	Basic price inclusive of customs duty on imported raw materials and components, if any	Packing & Forwarding Charges	Unit Ex-Works (Packed)	GST Rate	GST Value	Transit Insurance charges, if any (Inclusive of GST)	Freight Charges, if any (Inclusive of GST)	FOR OIL Store, (All inclusive price for delivery at OIL godown)	HSN Code	Unit Weight Kg	Unit Volume M3
				A	B	C	D	E	F	G	H=C+E+F+G			
		Fill the details		Fill the details										
Bit # 1	6"													
Bit # 2	6"													
Bit # 3	6"													
Bit # 4	6"													
so on	so on													
Note	Bidder to submit the response sheet in the format given, bidder can add as many number of rows for different type of quoted bits.													

1	Unit prices of Drill bits for each sizes and each type of Bit should be quoted above. Serical no. Bit # 1 , # 2 , # 3 etc. are for each sizes and each type shall corresponds to respetive bits details submitted in Bit format Annexure-A-3.
2	Bidder to quote & supply bits for all spheres of OIL as per the distribution list
3	Common bits among shortlisted bidders will be finalised on the basis of the design features submitted through Bit Format. OIL's decision on selection of nearest common bits will be final and will be informed to shortlisted bidders, before price bid opening.
4	All the common bits from shortlisted eligible bidders will be procured on rate contract basis. Only uncommon bits from their respetive contracts will be procured on consignment basis i.e. supply against call out & delivery upto OIL warehouse at suppliers cost.
5	Unit price per Drill Bit to be quoted against sl.'H' above should be inclusive of packing, forwarding, freight upto OIL godowns, insurances, taxes as applicable if any. Presently for petroleum operations areas, IGST 12% is applicable against EC.
6	Unit price per Drill Bit to be quoted above should be inclusive of the CIF value of imported raw materials and components, Customs duty, applicable if any , and all taxes , duties , insurance and any other charges for delivery upto OIL Store. Unloading at OIL Store shall be arranged by OIL at its cost. Custom duty on import of raw material is not applicable as Deemed Export Benefit is available to Indian Bidder.
7	Bidder shall upload separate price formats for each size of bits, say 26" TCR Bits, 17 1/2" TCR Bits, 12 1/4" TCR Bits, 8 1/2" TCR Bits, 6" TCR Bits, 17 1/2" PDC Bits, 12 1/4" PDC Bits, 8 1/2" PDC Bits, 6" PDC Bits & any other size bits.
8	Indian bidders must indicate in their bid, the following details of the import content (i) list of materials to be imported, (ii) the quantity, (iii) their CIF value, (iv) HSN code and (v) currency(ies) involved thereof, in the supply which shall be indicated in the supply order / contract. (Custom duty is not applicable as the item is required for PEL/ML area for the raw material imported by the domestic bidder against deemed export benefit. Bidder should furnish details of import content, if any (in case of domestic manufacturer)).
9	No re-stocking charges shall be payable. For returning of bits, supplier will arrange the pickup from OIL godowns.
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11	The quoted bit price will be considered as catalogue bit Price.
12	Bidder should submit separate price bid for each size, each category
13	Ultimate Consignee Details: Rajasthan/MBP/Duliajan FHQ

Bidders Response Sheet for Indian Bidder

Procurement of Premium Bits on Rate Contract basis for all Spheres of OIL for a period of Four years (2026-30)

Bidder to fill their response as "Quoted/ Not Quoted" in the Yellow coloured Cells corresponding to their quote in the Price Bid Format. No prices are to be mentioned in this sheet and this sheet is to be submitted along-with the Techno-commercial Bid.

Bit Size				17-1/2"				Bit Type			PDC			
Bidding Entity name & Address (Including contact no, E-mail)								Currency of quote						
Bidders' bid No & Date								Manufacturer/Make						
Country of Origin								Factory Address						
Bit Sl No	Bit Size (Inches)	Bit Nomenclature	IADC No	Basic price inclusive of customs duty on imported raw materials and components, if any	Packing & Forwarding Charges	Unit Ex-Works (Packed)	GST Rate	GST Value	Transit Insurance charges, if any (Inclusive of GST)	Freight Charges, if any (Inclusive of GST)	FOR OIL Store, (All inclusive price for delivery at OIL godown)	HSN Code	Unit Weight Kg	Unit Volume M3
				A	B	C	D	E	F	G	H=C+E+F+G			
		Fill the details		Fill the details										
Bit # 1	17-1/2"													
Bit # 2	17-1/2"													
Bit # 3	17-1/2"													
Bit # 4	17-1/2"													
so on	so on													
Note	Bidder to submit the response sheet in the format given, bidder can add as many number of rows for different type of quoted bits.													

1	Unit prices of Drill bits for each sizes and each type of Bit should be quoted above. Serical no. Bit # 1 , # 2 , # 3 etc. are for each sizes and each type shall corresponds to respetive bits details submitted in Bit format Annexure-A-3.
2	Bidder to quote & supply bits for all spheres of OIL as per the distribution list
3	Common bits among shortlisted bidders will be finalised on the basis of the design features submitted through Bit Format. OIL's decision on selection of nearest common bits will be final and will be informed to shortlisted bidders, before price bid opening.
4	All the common bits from shortlisted eligible bidders will be procured on rate contract basis. Only uncommon bits from their respetive contracts will be procured on consignment basis i.e. supply against call out & delivery upto OIL warehouse at suppliers cost.
5	Unit price per Drill Bit to be quoted against sl.'H' above should be inclusive of packing, forwarding, freight upto OIL godowns, insurances, taxes as applicable if any. Presently for petroleum operations areas, IGST 12% is applicable against EC.
6	Unit price per Drill Bit to be quoted above should be inclusive of the CIF value of imported raw materials and components, Customs duty, applicable if any , and all taxes , duties , insurance and any other charges for delivery upto OIL Store. Unloading at OIL Store shall be arranged by OIL at its cost. Custom duty on import of raw material is not applicable as Deemed Export Benefit is available to Indian Bidder.
7	Bidder shall upload separate price formats for each size of bits, say 26" TCR Bits, 17 1/2" TCR Bits, 12 1/4" TCR Bits, 8 1/2" TCR Bits, 6" TCR Bits, 17 1/2" PDC Bits, 12 1/4" PDC Bits, 8 1/2" PDC Bits, 6" PDC Bits & any other size bits.
8	Indian bidders must indicate in their bid, the following details of the import content (i) list of materials to be imported, (ii) the quantity, (iii) their CIF value, (iv) HSN code and (v) currency(ies) involved thereof, in the supply which shall be indicated in the supply order / contract. (Custom duty is not applicable as the item is required for PEL/ML area for the raw material imported by the domestic bidder against deemed export benefit. Bidder should furnish details of import content, if any (in case of domestic manufacturer)).
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Bidders Response Sheet for Indian Bidder

Procurement of Premium Bits on Rate Contract basis for all Spheres of OIL for a period of Four years (2026-30)

Bidder to fill their response as "Quoted/ Not Quoted" in the Yellow coloured Cells corresponding to their quote in the Price Bid Format. No prices are to be mentioned in this sheet and this sheet is to be submitted along-with the Techno-commercial Bid.

Bit Size				12-1/4"				Bit Type			PDC			
Bidding Entity name & Address (Including contact no, E-mail)								Currency of quote						
Bidders' bid No & Date								Manufacturer/Make						
Country of Origin								Factory Address						
Bit Sl No	Bit Size (Inches)	Bit Nomenclature	IADC No	Basic price inclusive of customs duty on imported raw materials and components, if any	Packing & Forwarding Charges	Unit Ex-Works (Packed)	GST Rate	GST Value	Transit Insurance charges, if any (Inclusive of GST)	Freight Charges, if any (Inclusive of GST)	FOR OIL Store, (All inclusive price for delivery at OIL godown)	HSN Code	Unit Weight Kg	Unit Volume M3
				A	B	C	D	E	F	G	H=C+E+F+G			
		Fill the details		Fill the details										
Bit # 1	12-1/4"													
Bit # 2	12-1/4"													
Bit # 3	12-1/4"													
Bit # 4	12-1/4"													
so on	so on													
Note	Bidder to submit the response sheet in the format given, bidder can add as many number of rows for different type of quoted bits.													

1	Unit prices of Drill bits for each sizes and each type of Bit should be quoted above. Serical no. Bit # 1 , # 2 , # 3 etc. are for each sizes and each type shall corresponds to respetive bits details submitted in Bit format Annexure-A-3.
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8	Indian bidders must indicate in their bid, the following details of the import content (i) list of materials to be imported, (ii) the quantity, (iii) their CIF value, (iv) HSN code and (v) currency(ies) involved thereof, in the supply which shall be indicated in the supply order / contract. (Custom duty is not applicable as the item is required for PEL/ML area for the raw material imported by the domestic bidder against deemed export benefit. Bidder should furnish details of import content, if any (in case of domestic manufacturer)).
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11	The quoted bit price will be considered as catalogue bit Price.
12	Bidder should submit separate price bid for each size, each category
13	Ultimate Consignee Details: Rajasthan/MBP/Duliajan FHQ

Bidders Response Sheet for Indian Bidder

Procurement of Premium Bits on Rate Contract basis for all Spheres of OIL for a period of Four years (2026-30)

Bidder to fill their response as "Quoted/ Not Quoted" in the Yellow coloured Cells corresponding to their quote in the Price Bid Format. No prices are to be mentioned in this sheet and this sheet is to be submitted along-with the Techno-commercial Bid.

Bit Size				8-1/2"				Bit Type			PDC			
Bidding Entity name & Address (Including contact no, E-mail)								Currency of quote						
Bidders' bid No & Date								Manufacturer/Make						
Country of Origin								Factory Address						
Bit Sl No	Bit Size (Inches)	Bit Nomenclature	IADC No	Basic price inclusive of customs duty on imported raw materials and components, if any	Packing & Forwarding Charges	Unit Ex-Works (Packed)	GST Rate	GST Value	Transit Insurance charges, if any (Inclusive of GST)	Freight Charges, if any (Inclusive of GST)	FOR OIL Store, (All inclusive price for delivery at OIL godown)	HSN Code	Unit Weight Kg	Unit Volume M3
				A	B	C	D	E	F	G	H=C+E+F+G			
		Fill the details		Fill the details										
Bit # 1	8-1/2"													
Bit # 2	8-1/2"													
Bit # 3	8-1/2"													
Bit # 4	8-1/2"													
so on	so on													
Note	Bidder to submit the response sheet in the format given, bidder can add as many number of rows for different type of quoted bits.													

1	Unit prices of Drill bits for each sizes and each type of Bit should be quoted above. Serical no. Bit # 1 , # 2 , # 3 etc. are for each sizes and each type shall corresponds to respetive bits details submitted in Bit format Annexure-A-3.
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Bidders Response Sheet for Indian Bidder

Procurement of Premium Bits on Rate Contract basis for all Spheres of OIL for a period of Four years (2026-30)

Bidder to fill their response as "Quoted/ Not Quoted" in the Yellow coloured Cells corresponding to their quote in the Price Bid Format. No prices are to be mentioned in this sheet and this sheet is to be submitted along-with the Techno-commercial Bid.

Bit Size				6"				Bit Type			PDC			
Bidding Entity name & Address (Including contact no, E-mail)								Currency of quote						
Bidders' bid No & Date								Manufacturer/Make						
Country of Origin								Factory Address						
Bit Sl No	Bit Size (Inches)	Bit Nomenclature	IADC No	Basic price inclusive of customs duty on imported raw materials and components, if any	Packing & Forwarding Charges	Unit Ex-Works (Packed)	GST Rate	GST Value	Transit Insurance charges, if any (Inclusive of GST)	Freight Charges, if any (Inclusive of GST)	FOR OIL Store, (All inclusive price for delivery at OIL godown)	HSN Code	Unit Weight Kg	Unit Volume M3
				A	B	C	D	E	F	G	H=C+E+F+G			
		Fill the details		Fill the details										
Bit # 1	6"													
Bit # 2	6"													
Bit # 3	6"													
Bit # 4	6"													
so on	so on													
Note	Bidder to submit the response sheet in the format given, bidder can add as many number of rows for different type of quoted bits.													

1	Unit prices of Drill bits for each sizes and each type of Bit should be quoted above. Serical no. Bit # 1 , # 2 , # 3 etc. are for each sizes and each type shall corresponds to respetive bits details submitted in Bit format Annexure-A-3.
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7	Bidder shall upload separate price formats for each size of bits, say 26" TCR Bits, 17 1/2" TCR Bits, 12 1/4" TCR Bits, 8 1/2" TCR Bits, 6" TCR Bits, 17 1/2" PDC Bits, 12 1/4" PDC Bits, 8 1/2" PDC Bits, 6" PDC Bits & any other size bits.
8	Indian bidders must indicate in their bid, the following details of the import content (i) list of materials to be imported, (ii) the quantity, (iii) their CIF value, (iv) HSN code and (v) currency(ies) involved thereof, in the supply which shall be indicated in the supply order / contract. (Custom duty is not applicable as the item is required for PEL/ML area for the raw material imported by the domestic bidder against deemed export benefit. Bidder should furnish details of import content, if any (in case of domestic manufacturer)).
9	No re-stocking charges shall be payable. For returning of bits, supplier will arrange the pickup from OIL godowns.
10	Bidder should quote the unit prices for each of offered Drill bits ,considering the total purchase volurne during the entire contract period of 4 years without any provision for price escalation and also without any provision of extension of the Contract.
11	The quoted bit price will be considered as catalogue bit Price.
12	Bidder should submit separate price bid for each size, each category
13	Ultimate Consignee Details: Rajasthan/MBP/Duliajan FHQ

Bidders Response Sheet for Indian Bidder

Procurement of Premium Bits on Rate Contract basis for all Spheres of OIL for a period of Four years (2026-30)

Bidder to fill their response as "Quoted/ Not Quoted" in the Yellow coloured Cells corresponding to their quote in the Price Bid Format. No prices are to be mentioned in this sheet and this sheet is to be submitted along-with the Techno-commercial Bid.

Bit Size				26"				Bit Type			TCR			
Bidding Entity name & Address (Including contact no, E-mail)								Currency of quote						
Bidders' bid No & Date								Manufacturer/Make						
Country of Origin								Factory Address						
Bit Sl No	Bit Size (Inches)	Bit Nomenclature	IADC No	Basic price inclusive of customs duty on imported raw materials and components, if any	Packing & Forwarding Charges	Unit Ex-Works (Packed)	GST Rate	GST Value	Transit Insurance charges, if any (Inclusive of GST)	Freight Charges, if any (Inclusive of GST)	FOR OIL Store, (All inclusive price for delivery at OIL godown)	HSN Code	Unit Weight Kg	Unit Volume M3
				A	B	C	D	E	F	G	H=C+E+F+G			
		Fill the details		Fill the details										
Bit # 1	26"													
Bit # 2	26"													
Bit # 3	26"													
Bit # 4	26"													
so on	so on													
Note	Bidder to submit the response sheet in the format given, bidder can add as many number of rows for different type of quoted bits.													

1	Unit prices of Drill bits for each sizes and each type of Bit should be quoted above. Serical no. Bit # 1 , # 2 , # 3 etc. are for each sizes and each type shall corresponds to respetive bits details submitted in Bit format Annexure-A-3.
2	Bidder to quote & supply bits for all spheres of OIL as per the distribution list
3	Common bits among shortlisted bidders will be finalised on the basis of the design features submitted through Bit Format. OIL's decision on selection of nearest common bits will be final and will be informed to shortlisted bidders, before price bid opening.
4	All the common bits from shortlisted eligible bidders will be procured on rate contract basis. Only uncommon bits from their respetive contracts will be procured on consignment basis i.e. supply against call out & delivery upto OIL warehouse at suppliers cost.
5	Unit price per Drill Bit to be quoted against sl.'H' above should be inclusive of packing, forwarding, freight upto OIL godowns, insurances, taxes as applicable if any. Presently for petroleum operations areas, IGST 12% is applicable against EC.
6	Unit price per Drill Bit to be quoted above should be inclusive of the CIF value of imported raw materials and components, Customs duty, applicable if any , and all taxes , duties , insurance and any other charges for delivery upto OIL Store. Unloading at OIL Store shall be arranged by OIL at its cost. Custom duty on import of raw material is not applicable as Deemed Export Benefit is available to Indian Bidder.
7	Bidder shall upload separate price formats for each size of bits, say 26" TCR Bits, 17 1/2" TCR Bits, 12 1/4" TCR Bits, 8 1/2" TCR Bits, 6" TCR Bits, 17 1/2" PDC Bits, 12 1/4" PDC Bits, 8 1/2" PDC Bits, 6" PDC Bits & any other size bits.
8	Indian bidders must indicate in their bid, the following details of the import content (i) list of materials to be imported, (ii) the quantity, (iii) their CIF value, (iv) HSN code and (v) currency(ies) involved thereof, in the supply which shall be indicated in the supply order / contract. (Custom duty is not applicable as the item is required for PEL/ML area for the raw material imported by the domestic bidder against deemed export benefit. Bidder should furnish details of import content, if any (in case of domestic manufacturer)).
9	No re-stocking charges shall be payable. For returning of bits, supplier will arrange the pickup from OIL godowns.
10	Bidder should quote the unit prices for each of offered Drill bits ,considering the total purchase volurne during the entire contract period of 4 years without any provision for price escalation and also without any provision of extension of the Contract.
11	The quoted bit price will be considered as catalogue bit Price.
12	Bidder should submit separate price bid for each size, each category
13	Ultimate Consignee Details: Rajasthan/MBP/Duliajan FHQ

Bidders Response Sheet for Indian Bidder

Procurement of Premium Bits on Rate Contract basis for all Spheres of OIL for a period of Four years (2026-30)

Bidder to fill their response as "Quoted/ Not Quoted" in the Yellow coloured Cells corresponding to their quote in the Price Bid Format. No prices are to be mentioned in this sheet and this sheet is to be submitted along-with the Techno-commercial Bid.

Bit Size				Any other size				Bit Type						
Bidding Entity name & Address (Including contact no, E-mail)								Currency of quote						
Bidders' bid No & Date								Manufacturer/Make						
Country of Origin								Factory Address						
Bit Sl No	Bit Size (Inches)	Bit Nomenclature	IADC No	Basic price inclusive of customs duty on imported raw materials and components, if any	Packing & Forwarding Charges	Unit Ex-Works (Packed)	GST Rate	GST Value	Transit Insurance charges, if any (Inclusive of GST)	Freight Charges, if any (Inclusive of GST)	FOR OIL Store, (All inclusive price for delivery at OIL godown)	HSN Code	Unit Weight Kg	Unit Volume M3
				A	B	C	D	E	F	G	H=C+E+F+G			
		Fill the details		Fill the details										
Bit # 1	Any other size													
Bit # 2	Any other size													
Bit # 3	Any other size													
Bit # 4	Any other size													
so on	so on													
Note	Bidder to submit the response sheet in the format given, bidder can add as many number of rows for different type of quoted bits.													

1	Unit prices of Drill bits for each sizes and each type of Bit should be quoted above. Serical no. Bit # 1 , # 2 , # 3 etc. are for each sizes and each type shall corresponds to respetive bits details submitted in Bit format Annexure-A-3.
2	Bidder to quote & supply bits for all spheres of OIL as per the distribution list
3	Common bits among shortlisted bidders will be finalised on the basis of the design features submitted through Bit Format. OIL's decision on selection of nearest common bits will be final and will be informed to shortlisted bidders, before price bid opening.
4	All the common bits from shortlisted eligible bidders will be procured on rate contract basis. Only uncommon bits from their respetive contracts will be procured on consignment basis i.e. supply against call out & delivery upto OIL warehouse at suppliers cost.
5	Unit price per Drill Bit to be quoted against sl.'H' above should be inclusive of packing, forwarding, freight upto OIL godowns, insurances, taxes as applicable if any. Presently for petroleum operations areas, IGST 12% is applicable against EC.
6	Unit price per Drill Bit to be quoted above should be inclusive of the CIF value of imported raw materials and components, Customs duty, applicable if any , and all taxes , duties , insurance and any other charges for delivery upto OIL Store. Unloading at OIL Store shall be arranged by OIL at its cost. Custom duty on import of raw material is not applicable as Deemed Export Benefit is available to Indian Bidder.
7	Bidder shall upload separate price formats for each size of bits, say 26" TCR Bits, 17 1/2" TCR Bits, 12 1/4" TCR Bits, 8 1/2" TCR Bits, 6" TCR Bits, 17 1/2" PDC Bits, 12 1/4" PDC Bits, 8 1/2" PDC Bits, 6" PDC Bits & any other size bits.
8	Indian bidders must indicate in their bid, the following details of the import content (i) list of materials to be imported, (ii) the quantity, (iii) their CIF value, (iv) HSN code and (v) currency(ies) involved thereof, in the supply which shall be indicated in the supply order / contract. (Custom duty is not applicable as the item is required for PEL/ML area for the raw material imported by the domestic bidder against deemed export benefit. Bidder should furnish details of import content, if any (in case of domestic manufacturer)).
9	No re-stocking charges shall be payable. For returning of bits, supplier will arrange the pickup from OIL godowns.
10	Bidder should quote the unit prices for each of offered Drill bits ,considering the total purchase volurne during the entire contract period of 4 years without any provision for price escalation and also without any provision of extension of the Contract.
11	The quoted bit price will be considered as catalogue bit Price.
12	Bidder should submit separate price bid for each size, each category
13	Ultimate Consignee Details: Rajasthan/MBP/Duliajan FHQ

Bidders Response Sheet for Foreign Bidder

Procurement of Premium Bits on Rate Contract basis for all work centers of OIL for a period of Four years (2026-30)

Name of Bidder		
Quoted Groups	**Item description**	**Bidders Response (Quoted/ Not Quoted)**
A	17 ½" TCR bits	
B	12 ¼" TCR bits	
C	8 ½" TCR bits	
D	6" TCR bits	
E	17 ½" PDC bits	
F	12 ¼" PDC bits	
G	8 ½" PDC bits	
H	6" PDC bits	
I	26" TCR Bits	
J	Any Other Size	

Bidders Response Sheet for Foreign Bidder

Procurement of Premium Bits on Rate Contract basis for all Spheres of OIL for a period of four years (2026-30)

Bidder to fill their response as "Quoted/ Not Quoted" in the Yellow coloured Cells corresponding to their quote in the Price Bid Format. No prices are to be mentioned in this sheet and this sheet is to be submitted along-with the Techno-commercial Bid.

Bit Size				17.5"			Bit Type		TCR		
Bidding Entity name & Address (Including contact no, E-mail)							Currency of quote				
Bidders' bid No & Date							Manufacturer/Make				
Country of Origin							Port of Dispatch				
Bit Sl No	Bit Size (Inches)	Bit Nomenclature	IADC No (if applicable)	Unit Price (FOB) Vessel	Unit C&F Value		Unit CIF Value		HSN Code	Unit Weight Kg	Unit Volume M3
					C&F (Air)	C&F (Sea)	CIF (Air)	CIF(Sea)			
					Kolkata /Mumbai	Kolkata	Kolkata /Mumbai	Kolkata			
				A	B1	B2	C1	C2			
Fill the Details				Fill the Details						Fill the Details	
Bit # 1	17.5"										
Bit # 2	17.5"										
Bit # 3	17.5"										
Bit # 4	17.5"										
so on	so on										
	Indian Agent Commission if any (included in FOB quoted price) = (indicate as percentage of FOB)										
Note	a) Bidder to submit the response sheet in the format given, bidder can add as many number of rows for different type of quoted bits.										
	b) Bidder to quote the freight charges for both Air & sea. For award of uncommon bits on consignment basis, air freight shall be considred for evaluation. For common bits, to be awared on rate contract basis, sea freight shall be considred for evaluation										

1	Unit prices of Drill bits for each sizes and each type of Bit should be quoted above. Serial no. Bit # 1 , # 2 , # 3 etc. are for each sizes and each type shall correspnds to respetive bits details submitted in Bit format Annexure-A-3.					
2	Bidder to quote & supply bits for all spheres.					
3	Common bits among shortlisted bidders will be finalised on the basis of the design features submitted through Bit Format. OIL's decision on selection of nearest common bits will be final and will be informed to shortlisted bidders, before price bid opening.					
4	All the common bits from shortlisted eligible bidders will be procured on rate contract basis. Only uncommon bits from their respetive contracts will be procured on consignment basis					
5	Uncommon Bits will be procured on consignment basis and delivered to the respective OIL warehouse. Concessional GST against EC (as per notifications issued by the government from time to time) and delivery charges limited to **3%** of the CIF (Air) value (which includes Custom Clearance Charges, Port clearance charges & handling charges, ~~**taxes & duties as applicable if any**~~, Inland transportation & insurance charge etc upto warehouse) will be applicable for the warehouse delivery of Uncommon Bits on a consignment basis. For petroleum operations areas, concessional IGST is applicable against EC. For procurement on consignment basis, recommendatory letter will be issued by OIL. Unloading at OIL Store shall be arranged by OIL at its cost.					
6	Bidder shall upload separate price formats for each size of bits, say 26" TCR Bits,17 1/2" TCR Bits, 12 1/4" TCR Bits, 8 1/4" TCR Bits, 6" TCR Bits, 17 1/2" PDC Bits, 12 1/4" PDC Bits, 8 1/2" PDC Bits & 6" PDC Bits.					
7	No re-stocking charges shall be payable. Re-export of unutilized bits returned by OIL within 06 months of delivery is the responsibility of supplier only at their cost.					
8	Bidder should quote the unit prices for each of offered Drill bits ,considering the total purchase volume during the entire contract period of **4 years** without any provision for price escalation and also without any provision of extension of the contract.					
9	The quoted bit price will be considered as catalogue bit price.					
10	Bidder should quote FOB price, C&F (Air & sea) & CIF (Air & sea) price of kolkata Air port/sea port as tabulated below .					
11	**For Common Bits Congsignee details : CIF(Sea) : Kolkata for Dulajan FHQ, Rajasthan and MBP** **Consignee Details:(for CIF Air) as mentioned below-**					
	Mumbai		Rajasthan			
	Kolkata		MBP/Duliajan FHQ			
12	The quoted rates shall remain firm throughout validity of bid & execution of the contract, if awarded by OIL.					
13	Indian Agent Commission (IAC), if any shall be paid in non-convertible Indian Rupees only.					

Bidders Response Sheet for Foreign Bidder

Procurement of Premium Bits on Rate Contract basis for all Spheres of OIL for a period of four years (2026-30)

Bidder to fill their response as "Quoted/ Not Quoted" in the Yellow coloured Cells corresponding to their quote in the Price Bid Format. No prices are to be mentioned in this sheet and this sheet is to be submitted along-with the Techno-commercial Bid.

Bit Size				12.25"			Bit Type		TCR			
Bidding Entity name & Address (Including contact no, E-mail)							Currency of quote					
Bidders' bid No & Date							Manufacturer/Make					
Country of Origin							Port of Dispatch					
Bit Sl No	Bit Size (Inches)	Bit Nomenclature	IADC No (if applicable)	Unit Price (FOB) Vessel	Unit C&F Value		Unit CIF Value		HSN Code	Unit Weight Kg	Unit Volume M3	
					C&F (Air)	C&F (Sea)	CIF (Air)	CIF(Sea)				
					Kolkata /Mumbai	Kolkata	Kolkata /Mumbai	Kolkata				
				A	B1	B2	C1	C2				
Fill the Details				Fill the Details						Fill the Details		
Bit # 1	12.25"											
Bit # 2	12.25"											
Bit # 3	12.25"											
Bit # 4	12.25"											
so on	so on											
	Indian Agent Commission if any (included in FOB quoted price) = (indicate as percentage of FOB)											

Note	a) Bidder to submit the response sheet in the format given, bidder can add as many number of rows for different type of quoted bits.
	b) Bidder to quote the freight charges for both Air & sea. For award of uncommon bits on consignment basis, air freight shall be considred for evaluation. For common bits, to be awared on rate contract basis, sea
1	Unit prices of Drill bits for each sizes and each type of Bit should be quoted above. Serial no. Bit # 1 , # 2 , # 3 etc. are for each sizes and each type shall correspnds to respetive bits details submitted in Bit format Annexure-A-3.

2	Bidder to quote & supply bits for all spheres .					
3	Common bits among shortlisted bidders will be finalised on the basis of the design features submitted through Bit Format. OIL's decision on selection of nearest common bits will					
4	All the common bits from shortlisted eligible bidders will be procured on rate contract basis. Only uncommon bits from their respetive contracts will be procured on consignment basis i.e. supply against call out & delivery upto OIL warehouse at suppliers cost.					
5	Uncommon Bits will be procured on consignment basis and delivered to the respective OIL warehouse. Concessional GST against EC (as per notifications issued by the government from time to time) and delivery charges limited to **3%** of the CIF (Air) value (which includes Custom Clearance Charges, Port clearance charges & handling charges, ~~**taxes & duties as applicable if any**~~, Inland transportation & insurance charge etc upto warehouse) will be applicable for the warehouse delivery of Uncommon Bits on a consignment basis. For petroleum operations areas, concessional IGST is applicable against EC. For procurement on consignment basis, recommendatory letter will be issued by OIL. Unloading at OIL Store shall be arranged by OIL at its cost.					
6	Bidder shall upload separate price formats for each size of bits, say 26" TCR Bits,17 1/2" TCR Bits, 12 1/4" TCR Bits, 8 1/4" TCR Bits, 6" TCR Bits, 17 1/2" PDC Bits, 12 1/4" PDC Bits, 8 1/2" PDC Bits & 6" PDC Bits.					
7	No re-stocking charges shall be payable. Re-export of unutilized bits returned by OIL within 06 months of delivery is the responsibility of supplier only at their cost.					
8	Bidder should quote the unit prices for each of offered Drill bits ,considering the total purchase volume during the entire contract period of **4 years** without any provision for price escalation and also without any provision of extension of the contract.					
9	The quoted bit price will be considered as catalogue bit price.					
10	Bidder should quote FOB price, C&F (Air & sea) & CIF (Air & sea) price of kolkata Air port/sea port as tabulated below .					
11	**For Common Bits Congsignee details : CIF(Sea) : Kolkata for Dulajan FHQ, Rajasthan and MBP** **Consignee Details:(for CIF Air) as mentioned below-**					
	Mumbai		Rajasthan			
	Kolkata		MBP/Duliajan FHQ			
12	The quoted rates shall remain firm throughout validity of bid & execution of the contract, if awarded by OIL.					
13	Indian Agent Commission (IAC), if any shall be paid in non-convertible Indian Rupees only.					

Bidders Response Sheet for Foreign Bidder

Procurement of Premium Bits on Rate Contract basis for all Spheres of OIL for a period of four years (2026-30)

Bidder to fill their response as "Quoted/ Not Quoted" in the Yellow coloured Cells corresponding to their quote in the Price Bid Format. No prices are to be mentioned in this sheet and this sheet is to be submitted along-with the Techno-commercial Bid.

Bit Size				8.5 "			Bit Type		TCR			
Bidding Entity name & Address (Including contact no, E-mail)							Currency of quote					
Bidders' bid No & Date							Manufacturer/Make					
Country of Origin							Port of Dispatch					
Bit Sl No	Bit Size (Inches)	Bit Nomenclature	IADC No (if applicable)	Unit Price (FOB) Vessel	Unit C&F Value		Unit CIF Value		HSN Code	Unit Weight Kg	Unit Volume M3	
					C&F (Air)	C&F (Sea)	CIF (Air)	CIF(Sea)				
					Kolkata /Mumbai	Kolkata	Kolkata /Mumbai	Kolkata				
				A	B1	B2	C1	C2				
Fill the Details				Fill the Details						Fill the Details		
Bit # 1	8.5"											
Bit # 2	8.5"											
Bit # 3	8.5"											
Bit # 4	8.5"											
so on	so on											
	Indian Agent Commission if any (included in FOB quoted price) = (indicate as percentage of FOB)											

Note	a) Bidder to submit the response sheet in the format given, bidder can add as many number of rows for different type of quoted bits.
	b) Bidder to quote the freight charges for both Air & sea. For award of uncommon bits on consignment basis, air freight shall be considred for evaluation. For common bits, to be awared on rate contract basis, sea freight shall be considred for evaluation
1	Unit prices of Drill bits for each sizes and each type of Bit should be quoted above. Serial no. Bit # 1 , # 2 , # 3 etc. are for each sizes and each type shall correspnds to respetive bits details submitted in Bit format Annexure-A-3.

2	Bidder to quote & supply bits for all spheres .					
3	Common bits among shortlisted bidders will be finalised on the basis of the design features submitted through Bit Format. OIL's decision on selection of nearest common bits will					
4	All the common bits from shortlisted eligible bidders will be procured on rate contract basis. Only uncommon bits from their respetive contracts will be procured on consignment basis i.e. supply against call out & delivery upto OIL warehouse at suppliers cost.					
5	Uncommon Bits will be procured on consignment basis and delivered to the respective OIL warehouse. Concessional GST against EC (as per notifications issued by the government from time to time) and delivery charges limited to **3%** of the CIF (Air) value (which includes Custom Clearance Charges, Port clearance charges & handling charges, ~~**taxes & duties as applicable if any**~~, Inland transportation & insurance charge etc upto warehouse) will be applicable for the warehouse delivery of Uncommon Bits on a consignment basis. For petroleum operations areas, concessional IGST is applicable against EC. For procurement on consignment basis, recommendatory letter will be issued by OIL. Unloading at OIL Store shall be arranged by OIL at its cost.					
6	Bidder shall upload separate price formats for each size of bits, say 26" TCR Bits,17 1/2" TCR Bits, 12 1/4" TCR Bits, 8 1/4" TCR Bits, 6" TCR Bits, 17 1/2" PDC Bits, 12 1/4" PDC Bits, 8 1/2" PDC Bits & 6" PDC Bits.					
7	No re-stocking charges shall be payable. Re-export of unutilized bits returned by OIL within 06 months of delivery is the responsibility of supplier only at their cost.					
8	Bidder should quote the unit prices for each of offered Drill bits ,considering the total purchase volume during the entire contract period of **4 years** without any provision for price escalation and also without any provision of extension of the contract.					
9	The quoted bit price will be considered as catalogue bit price.					
10	Bidder should quote FOB price, C&F (Air & sea) & CIF (Air & sea) price of kolkata Air port/sea port as tabulated below .					
11	**For Common Bits Congsignee details : CIF(Sea) : Kolkata for Dulajan FHQ, Rajasthan and MBP** **Consignee Details:(for CIF Air) as mentioned below-**					
	Mumbai		Rajasthan			
	Kolkata		MBP/Duliajan FHQ			
12	The quoted rates shall remain firm throughout validity of bid & execution of the contract, if awarded by OIL.					
13	Indian Agent Commission (IAC), if any shall be paid in non-convertible Indian Rupees only.					

Bidders Response Sheet for Foreign Bidder

Procurement of Premium Bits on Rate Contract basis for all Spheres of OIL for a period of four years (2026-30)

Bidder to fill their response as "Quoted/ Not Quoted" in the Yellow coloured Cells corresponding to their quote in the Price Bid Format. No prices are to be mentioned in this sheet and this sheet is to be submitted along-with the Techno-commercial Bid.

Bit Size				6"			Bit Type		TCR		
Bidding Entity name & Address (Including contact no, E-mail)							Currency of quote				
Bidders' bid No & Date							Manufacturer/Make				
Country of Origin							Port of Dispatch				
Bit Sl No	Bit Size (Inches)	Bit Nomenclature	IADC No (if applicable)	Unit Price (FOB) Vessel	Unit C&F Value		Unit CIF Value		HSN Code	Unit Weight Kg	Unit Volume M3
					C&F (Air)	C&F (Sea)	CIF (Air)	CIF(Sea)			
					Kolkata /Mumbai	Kolkata	Kolkata /Mumbai	Kolkata			
				A	B1	B2	C1	C2			
Fill the Details				Fill the Details						Fill the Details	
Bit # 1	6"										
Bit # 2	6"										
Bit # 3	6"										
Bit # 4	6"										
so on	so on										
	Indian Agent Commission if any (included in FOB quoted price) = (indicate as percentage of FOB)										

Note	a) Bidder to submit the response sheet in the format given, bidder can add as many number of rows for different type of quoted bits.
	b) Bidder to quote the freight charges for both Air & sea. For award of uncommon bits on consignment basis, air freight shall be considred for evaluation. For common bits, to be awared on rate contract basis, sea
1	Unit prices of Drill bits for each sizes and each type of Bit should be quoted above. Serial no. Bit # 1 , # 2 , # 3 etc. are for each sizes and each type shall correspnds to respetive bits details submitted in Bit format Annexure-A-3.

2	Bidder to quote & supply bits for all spheres .					
3	Common bits among shortlisted bidders will be finalised on the basis of the design features submitted through Bit Format. OIL's decision on selection of nearest common bits will					
4	All the common bits from shortlisted eligible bidders will be procured on rate contract basis. Only uncommon bits from their respetive contracts will be procured on consignment basis i.e. supply against call out & delivery upto OIL warehouse at suppliers cost.					
5	Uncommon Bits will be procured on consignment basis and delivered to the respective OIL warehouse. Concessional GST against EC (as per notifications issued by the government from time to time) and delivery charges limited to **3%** of the CIF (Air) value (which includes Custom Clearance Charges, Port clearance charges & handling charges, ~~**taxes & duties as applicable if any**~~, Inland transportation & insurance charge etc upto warehouse) will be applicable for the warehouse delivery of Uncommon Bits on a consignment basis. For petroleum operations areas, concessional IGST is applicable against EC. For procurement on consignment basis, recommendatory letter will be issued by OIL. Unloading at OIL Store shall be arranged by OIL at its cost.					
6	Bidder shall upload separate price formats for each size of bits, say 26" TCR Bits,17 1/2" TCR Bits, 12 1/4" TCR Bits, 8 1/4" TCR Bits, 6" TCR Bits, 17 1/2" PDC Bits, 12 1/4" PDC Bits, 8 1/2" PDC Bits & 6" PDC Bits.					
7	No re-stocking charges shall be payable. Re-export of unutilized bits returned by OIL within 06 months of delivery is the responsibility of supplier only at their cost.					
8	Bidder should quote the unit prices for each of offered Drill bits ,considering the total purchase volume during the entire contract period of **4 years** without any provision for price escalation and also without any provision of extension of the contract.					
9	The quoted bit price will be considered as catalogue bit price.					
10	Bidder should quote FOB price, C&F (Air & sea) & CIF (Air & sea) price of kolkata Air port/sea port as tabulated below .					
11	**For Common Bits Congsignee details : CIF(Sea) : Kolkata for Dulajan FHQ, Rajasthan and MBP** **Consignee Details:(for CIF Air) as mentioned below-**					
	Mumbai		Rajasthan			
	Kolkata		MBP/Duliajan FHQ			
12	The quoted rates shall remain firm throughout validity of bid & execution of the contract, if awarded by OIL.					
13	Indian Agent Commission (IAC), if any shall be paid in non-convertible Indian Rupees only.					

Bidders Response Sheet for Foreign Bidder

Procurement of Premium Bits on Rate Contract basis for all Spheres of OIL for a period of four years (2026-30)

Bidder to fill their response as "Quoted/ Not Quoted" in the Yellow coloured Cells corresponding to their quote in the Price Bid Format. No prices are to be mentioned in this sheet and this sheet is to be submitted along-with the Techno-commercial Bid.

Bit Size				17.5"			Bit Type	PDC			
Bidding Entity name & Address (Including contact no, E-mail)							Currency of quote				
Bidders' bid No & Date							Manufacturer/Make				
Country of Origin							Port of Dispatch				
Bit Sl No	Bit Size (Inches)	Bit Nomenclature	IADC No (if applicable)	Unit Price (FOB) Vessel	Unit C&F Value		Unit CIF Value		HSN Code	Unit Weight Kg	Unit Volume M3
					C&F (Air)	C&F (Sea)	CIF (Air)	CIF(Sea)			
					Kolkata /Mumbai	Kolkata	Kolkata /Mumbai	Kolkata			
				A	B1	B2	C1	C2			
Fill the Details				Fill the Details						Fill the Details	
Bit # 1	17.5"										
Bit # 2	17.5"										
Bit # 3	17.5"										
Bit # 4	17.5"										
so on	so on										
	Indian Agent Commission if any (included in FOB quoted price) = (indicate as percentage of FOB)										

Note	a) Bidder to submit the response sheet in the format given, bidder can add as many number of rows for different type of quoted bits.
	b) Bidder to quote the freight charges for both Air & sea. For award of uncommon bits on consignment basis, air freight shall be considred for evaluation. For common bits, to be awared on rate contract basis, sea
1	Unit prices of Drill bits for each sizes and each type of Bit should be quoted above. Serial no. Bit # 1 , # 2 , # 3 etc. are for each sizes and each type shall correspnds to respetive bits details submitted in Bit format Annexure-A-3.

2	Bidder to quote & supply bits for all spheres.					
3	Common bits among shortlisted bidders will be finalised on the basis of the design features submitted through Bit Format. OIL's decision on selection of nearest common bits will					
4	All the common bits from shortlisted eligible bidders will be procured on rate contract basis. Only uncommon bits from their respetive contracts will be procured on consignment basis i.e. supply against call out & delivery upto OIL warehouse at suppliers cost.					
5	Uncommon Bits will be procured on consignment basis and delivered to the respective OIL warehouse. Concessional GST against EC (as per notifications issued by the government from time to time) and delivery charges limited to **3%** of the CIF (Air) value (which includes Custom Clearance Charges, Port clearance charges & handling charges, ~~**taxes & duties as applicable if any**~~, Inland transportation & insurance charge etc upto warehouse) will be applicable for the warehouse delivery of Uncommon Bits on a consignment basis. For petroleum operations areas, concessional IGST is applicable against EC. For procurement on consignment basis, recommendatory letter will be issued by OIL. Unloading at OIL Store shall be arranged by OIL at its cost.					
6	Bidder shall upload separate price formats for each size of bits, say 26" TCR Bits,17 1/2" TCR Bits, 12 1/4" TCR Bits, 8 1/4" TCR Bits, 6" TCR Bits, 17 1/2" PDC Bits, 12 1/4" PDC Bits, 8 1/2" PDC Bits & 6" PDC Bits.					
7	No re-stocking charges shall be payable. Re-export of unutilized bits returned by OIL within 06 months of delivery is the responsibility of supplier only at their cost.					
8	Bidder should quote the unit prices for each of offered Drill bits ,considering the total purchase volume during the entire contract period of **4 years** without any provision for price escalation and also without any provision of extension of the contract.					
9	The quoted bit price will be considered as catalogue bit price.					
10	Bidder should quote FOB price, C&F (Air & sea) & CIF (Air & sea) price of kolkata Air port/sea port as tabulated below .					
11	**For Common Bits Congsignee details : CIF(Sea) : Kolkata for Dulajan FHQ, Rajasthan and MBP** **Consignee Details:(for CIF Air) as mentioned below-**					
	Mumbai		Rajasthan			
	Kolkata		MBP/Duliajan FHQ			
12	The quoted rates shall remain firm throughout validity of bid & execution of the contract, if awarded by OIL.					
13	Indian Agent Commission (IAC), if any shall be paid in non-convertible Indian Rupees only.					

Bidders Response Sheet for Foreign Bidder

Procurement of Premium Bits on Rate Contract basis for all Spheres of OIL for a period of four years (2026-30)

Bidder to fill their response as "Quoted/ Not Quoted" in the Yellow coloured Cells corresponding to their quote in the Price Bid Format. No prices are to be mentioned in this sheet and this sheet is to be submitted along-with the Techno-commercial Bid.

Bit Size				12.25"			Bit Type		PDC		
Bidding Entity name & Address (Including contact no, E-mail)							Currency of quote				
Bidders' bid No & Date							Manufacturer/Make				
Country of Origin							Port of Dispatch				
Bit Sl No	Bit Size (Inches)	Bit Nomenclature	IADC No (if applicable)	Unit Price (FOB) Vessel	Unit C&F Value		Unit CIF Value		HSN Code	Unit Weight Kg	Unit Volume M3
					C&F (Air)	C&F (Sea)	CIF (Air)	CIF(Sea)			
					Kolkata /Mumbai	Kolkata	Kolkata /Mumbai	Kolkata			
				A	B1	B2	C1	C2			
Fill the Details				Fill the Details						Fill the Details	
Bit # 1	12.25"										
Bit # 2	12.25"										
Bit # 3	12.25"										
Bit # 4	12.25"										
so on	so on										
	Indian Agent Commission if any (included in FOB quoted price) = (indicate as percentage of FOB)										
Note	a) Bidder to submit the response sheet in the format given, bidder can add as many number of rows for different type of quoted bits.										
	b) Bidder to quote the freight charges for both Air & sea. For award of uncommon bits on consignment basis, air freight shall be considered for evaluation. For common bits, to be awared on rate contract basis, sea										

1	Unit prices of Drill bits for each sizes and each type of Bit should be quoted above. Serial no. Bit # 1 , # 2 , # 3 etc. are for each sizes and each type shall correspnds to respetive bits details submitted in Bit format Annexure-A-3.					
2	Bidder to quote & supply bits for all spheres.					
3	Common bits among shortlisted bidders will be finalised on the basis of the design features submitted through Bit Format. OIL's decision on selection of nearest common bits will					
4	All the common bits from shortlisted eligible bidders will be procured on rate contract basis. Only uncommon bits from their respetive contracts will be procured on consignment basis i.e. supply against call out & delivery upto OIL warehouse at suppliers cost.					
5	Uncommon Bits will be procured on consignment basis and delivered to the respective OIL warehouse. Concessional GST against EC (as per notifications issued by the government from time to time) and delivery charges limited to **3%** of the CIF (Air) value (which includes Custom Clearance Charges, Port clearance charges & handling charges, ~~**taxes & duties as applicable if any**~~, Inland transportation & insurance charge etc upto warehouse) will be applicable for the warehouse delivery of Uncommon Bits on a consignment basis. For petroleum operations areas, concessional IGST is applicable against EC. For procurement on consignment basis, recommendatory letter will be issued by OIL. Unloading at OIL Store shall be arranged by OIL at its cost.					
6	Bidder shall upload separate price formats for each size of bits, say 26" TCR Bits,17 1/2" TCR Bits, 12 1/4" TCR Bits, 8 1/4" TCR Bits, 6" TCR Bits, 17 1/2" PDC Bits, 12 1/4" PDC Bits, 8 1/2" PDC Bits & 6" PDC Bits.					
7	No re-stocking charges shall be payable. Re-export of unutilized bits returned by OIL within 06 months of delivery is the responsibility of supplier only at their cost.					
8	Bidder should quote the unit prices for each of offered Drill bits ,considering the total purchase volume during the entire contract period of **4 years** without any provision for price escalation and also without any					
9	The quoted bit price will be considered as catalogue bit price.					
10	Bidder should quote FOB price, C&F (Air & sea) & CIF (Air & sea) price of kolkata Air port/sea port as tabulated below .					
11	**For Common Bits Congsignee details : CIF(Sea) : Kolkata for Dulajan FHQ, Rajasthan and MBP** **Consignee Details:(for CIF Air) as mentioned below-**					
	Mumbai		Rajasthan			
	Kolkata		MBP/Duliajan FHQ			
12	The quoted rates shall remain firm throughout validity of bid & execution of the contract, if awarded by OIL.					
13	Indian Agent Commission (IAC), if any shall be paid in non-convertible Indian Rupees only.					

Bidders Response Sheet for Foreign Bidder

Procurement of Premium Bits on Rate Contract basis for all Spheres of OIL for a period of four years (2026-30)

Bidder to fill their response as "Quoted/ Not Quoted" in the Yellow coloured Cells corresponding to their quote in the Price Bid Format. No prices are to be mentioned in this sheet and this sheet is to be submitted along-with the Techno-commercial Bid.

Bit Size				8.5"			Bit Type		PDC		
Bidding Entity name & Address (Including contact no, E-mail)							Currency of quote				
Bidders' bid No & Date							Manufacturer/Make				
Country of Origin							Port of Dispatch				
Bit Sl No	Bit Size (Inches)	Bit Nomenclature	IADC No (if applicable)	Unit Price (FOB) Vessel	Unit C&F Value		Unit CIF Value		HSN Code	Unit Weight Kg	Unit Volume M3
					C&F (Air)	C&F (Sea)	CIF (Air)	CIF(Sea)			
					Kolkata /Mumbai	Kolkata	Kolkata /Mumbai	Kolkata			
				A	B1	B2	C1	C2			
Fill the Details				Fill the Details						Fill the Details	
Bit # 1	8.5"										
Bit # 2	8.5"										
Bit # 3	8.5"										
Bit # 4	8.5"										
so on	so on										
	Indian Agent Commission if any (included in FOB quoted price) = (indicate as percentage of FOB)										

Note	a) Bidder to submit the response sheet in the format given, bidder can add as many number of rows for different type of quoted bits.
	b) Bidder to quote the freight charges for both Air & sea. For award of uncommon bits on consignment basis, air freight shall be considred for evaluation. For common bits, to be awared on rate contract basis, sea
1	Unit prices of Drill bits for each sizes and each type of Bit should be quoted above. Serial no. Bit # 1 , # 2 , # 3 etc. are for each sizes and each type shall correspnds to respetive bits details submitted in Bit format Annexure-A-3.

2	Bidder to quote & supply bits for all spheres of the as per the distribution list attached at BEC para 2.3.					
3	Common bits among shortlisted bidders will be finalised on the basis of the design features submitted through Bit Format. OIL's decision on selection of nearest common bits will					
4	All the common bits from shortlisted eligible bidders will be procured on rate contract basis. Only uncommon bits from their respetive contracts will be procured on consignment basis i.e. supply against call out & delivery upto OIL warehouse at suppliers cost.					
5	Uncommon Bits will be procured on consignment basis and delivered to the respective OIL warehouse. Concessional GST against EC (as per notifications issued by the government from time to time) and delivery charges limited to **3%** of the CIF (Air) value (which includes Custom Clearance Charges, Port clearance charges & handling charges, ~~**taxes & duties as applicable if any**~~, Inland transportation & insurance charge etc upto warehouse) will be applicable for the warehouse delivery of Uncommon Bits on a consignment basis. For petroleum operations areas, concessional IGST is applicable against EC. For procurement on consignment basis, recommendatory letter will be issued by OIL. Unloading at OIL Store shall be arranged by OIL at its cost.					
6	Bidder shall upload separate price formats for each size of bits, say 26" TCR Bits,17 1/2" TCR Bits, 12 1/4" TCR Bits, 8 1/4" TCR Bits, 6" TCR Bits, 17 1/2" PDC Bits, 12 1/4" PDC Bits, 8 1/2" PDC Bits & 6" PDC Bits.					
7	No re-stocking charges shall be payable. Re-export of unutilized bits returned by OIL within 06 months of delivery is the responsibility of supplier only at their cost.					
8	Bidder should quote the unit prices for each of offered Drill bits ,considering the total purchase volume during the entire contract period of **4 years** without any provision for price escalation and also without any					
9	The quoted bit price will be considered as catalogue bit price.					
10	Bidder should quote FOB price, C&F (Air & sea) & CIF (Air & sea) price of kolkata Air port/sea port as tabulated below .					
11	**For Common Bits Congsignee details : CIF(Sea) : Kolkata for Dulajan FHQ, Rajasthan and MBP** **Consignee Details:(for CIF Air) as mentioned below-**					
	Mumbai		Rajasthan			
	Kolkata		MBP/Duliajan FHQ			
12	The quoted rates shall remain firm throughout validity of bid & execution of the contract, if awarded by OIL.					
13	Indian Agent Commission (IAC), if any shall be paid in non-convertible Indian Rupees only.					

Bidders Response Sheet for Foreign Bidder

Procurement of Premium Bits on Rate Contract basis for all Spheres of OIL for a period of four years (2026-30)

Bidder to fill their response as "Quoted/ Not Quoted" in the Yellow coloured Cells corresponding to their quote in the Price Bid Format. No prices are to be mentioned in this sheet and this sheet is to be submitted along-with the Techno-commercial Bid.

Bit Size				6"			Bit Type	PDC			
Bidding Entity name & Address (Including contact no, E-mail)							Currency of quote				
Bidders' bid No & Date							Manufacturer/Make				
Country of Origin							Port of Dispatch				
Bit Sl No	Bit Size (Inches)	Bit Nomenclature	IADC No (if applicable)	Unit Price (FOB) Vessel	Unit C&F Value		Unit CIF Value		HSN Code	Unit Weight Kg	Unit Volume M3
					C&F (Air)	C&F (Sea)	CIF (Air)	CIF(Sea)			
					Kolkata /Mumbai	Kolkata	Kolkata /Mumbai	Kolkata			
				A	B1	B2	C1	C2			
Fill the Details				Fill the Details						Fill the Details	
Bit # 1	6"										
Bit # 2	6"										
Bit # 3	6"										
Bit # 4	6"										
so on	so on										
	Indian Agent Commission if any (included in FOB quoted price) = (indicate as percentage of FOB)										

Note	a) Bidder to submit the response sheet in the format given, bidder can add as many number of rows for different type of quoted bits.
	b) Bidder to quote the freight charges for both Air & sea. For award of uncommon bits on consignment basis, air freight shall be considred for evaluation. For common bits, to be awared on rate contract basis, sea
1	Unit prices of Drill bits for each sizes and each type of Bit should be quoted above. Serial no. Bit # 1 , # 2 , # 3 etc. are for each sizes and each type shall correspnds to respetive bits details submitted in Bit format Annexure-A-3.

2	Bidder to quote & supply bits for all spheres of the as per the distribution list attached at BEC para 2.3.					
3	Common bits among shortlisted bidders will be finalised on the basis of the design features submitted through Bit Format. OIL's decision on selection of nearest common bits will					
4	All the common bits from shortlisted eligible bidders will be procured on rate contract basis. Only uncommon bits from their respetive contracts will be procured on consignment basis i.e. supply against call out & delivery upto OIL warehouse at suppliers cost.					
5	Uncommon Bits will be procured on consignment basis and delivered to the respective OIL warehouse. Concessional GST against EC (as per notifications issued by the government from time to time) and delivery charges limited to **3%** of the CIF (Air) value (which includes Custom Clearance Charges, Port clearance charges & handling charges, ~~**taxes & duties as applicable if any**~~, Inland transportation & insurance charge etc upto warehouse) will be applicable for the warehouse delivery of Uncommon Bits on a consignment basis. For petroleum operations areas, concessional IGST is applicable against EC. For procurement on consignment basis, recommendatory letter will be issued by OIL. Unloading at OIL Store shall be arranged by OIL at its cost.					
6	Bidder shall upload separate price formats for each size of bits, say 26" TCR Bits,17 1/2" TCR Bits, 12 1/4" TCR Bits, 8 1/4" TCR Bits, 6" TCR Bits, 17 1/2" PDC Bits, 12 1/4" PDC Bits, 8 1/2" PDC Bits & 6" PDC Bits.					
7	No re-stocking charges shall be payable. Re-export of unutilized bits returned by OIL within 06 months of delivery is the responsibility of supplier only at their cost.					
8	Bidder should quote the unit prices for each of offered Drill bits ,considering the total purchase volume during the entire contract period of **4 years** without any provision for price escalation and also without any					
9	The quoted bit price will be considered as catalogue bit price.					
10	Bidder should quote FOB price, C&F (Air & sea) & CIF (Air & sea) price of kolkata Air port/sea port as tabulated below .					
11	**For Common Bits Congsignee details : CIF(Sea) : Kolkata for Dulajan FHQ, Rajasthan and MBP** **Consignee Details:(for CIF Air) as mentioned below-**					
	Mumbai		Rajasthan			
	Kolkata		MBP/Duliajan FHQ			
12	The quoted rates shall remain firm throughout validity of bid & execution of the contract, if awarded by OIL.					
13	Indian Agent Commission (IAC), if any shall be paid in non-convertible Indian Rupees only.					

Bidders Response Sheet for Foreign Bidder

Procurement of Premium Bits on Rate Contract basis for all Spheres of OIL for a period of four years (2026-30)

Bidder to fill their response as "Quoted/ Not Quoted" in the Yellow coloured Cells corresponding to their quote in the Price Bid Format. No prices are to be mentioned in this sheet and this sheet is to be submitted along-with the Techno-commercial Bid.

Bit Size				26"			Bit Type		TCR		
Bidding Entity name & Address (Including contact no, E-mail)							Currency of quote				
Bidders' bid No & Date							Manufacturer/Make				
Country of Origin							Port of Dispatch				
Bit Sl No	Bit Size (Inches)	Bit Nomenclature	IADC No (if applicable)	Unit Price (FOB) Vessel	Unit C&F Value		Unit CIF Value		HSN Code	Unit Weight Kg	Unit Volume M3
					C&F (Air)	C&F (Sea)	CIF (Air)	CIF(Sea)			
					Kolkata /Mumbai	Kolkata	Kolkata /Mumbai	Kolkata			
				A	B1	B2	C1	C2			
Fill the Details				Fill the Details						Fill the Details	
Bit # 1	26"										
Bit # 2	26"										
Bit # 3	26"										
Bit # 4	26"										
so on	so on										
	Indian Agent Commission if any (included in FOB quoted price) = (indicate as percentage of FOB)										

Note	a) Bidder to submit the response sheet in the format given, bidder can add as many number of rows for different type of quoted bits.
	b) Bidder to quote the freight charges for both Air & sea. For award of uncommon bits on consignment basis, air freight shall be considred for evaluation. For common bits, to be awared on rate contract basis, sea freight
1	Unit prices of Drill bits for each sizes and each type of Bit should be quoted above. Serial no. Bit # 1 , # 2 , # 3 etc. are for each sizes and each type shall correspnds to respetive bits details submitted in Bit format Annexure-A-3.

2	Bidder to quote & supply bits for all spheres of the as per the distribution list attached at BEC para 2.3.					
3	Common bits among shortlisted bidders will be finalised on the basis of the design features submitted through Bit Format. OIL's decision on selection of nearest common bits will					
4	All the common bits from shortlisted eligible bidders will be procured on rate contract basis. Only uncommon bits from their respetive contracts will be procured on consignment basis i.e. supply against call out & delivery upto OIL warehouse at suppliers cost.					
5	Uncommon Bits will be procured on consignment basis and delivered to the respective OIL warehouse. Concessional GST against EC (as per notifications issued by the government from time to time) and delivery charges limited to **3%** of the CIF (Air) value (which includes Custom Clearance Charges, Port clearance charges & handling charges, ~~**taxes & duties as applicable if any**~~, Inland transportation & insurance charge etc upto warehouse) will be applicable for the warehouse delivery of Uncommon Bits on a consignment basis. For petroleum operations areas, concessional IGST is applicable against EC. For procurement on consignment basis, recommendatory letter will be issued by OIL. Unloading at OIL Store shall be arranged by OIL at its cost.					
6	Bidder shall upload separate price formats for each size of bits, say 26" TCR Bits,17 1/2" TCR Bits, 12 1/4" TCR Bits, 8 1/4" TCR Bits, 6" TCR Bits, 17 1/2" PDC Bits, 12 1/4" PDC Bits, 8 1/2" PDC Bits & 6" PDC Bits.					
7	No re-stocking charges shall be payable. Re-export of unutilized bits returned by OIL within 06 months of delivery is the responsibility of supplier only at their cost.					
8	Bidder should quote the unit prices for each of offered Drill bits ,considering the total purchase volume during the entire contract period of **4 years** without any provision for price escalation and also without any provision of					
9	The quoted bit price will be considered as catalogue bit price.					
10	Bidder should quote FOB price, C&F (Air & sea) & CIF (Air & sea) price of kolkata Air port/sea port as tabulated below .					
11	**For Common Bits Congsignee details : CIF(Sea) : Kolkata for Dulajan FHQ, Rajasthan and MBP** **Consignee Details:(for CIF Air) as mentioned below-**					
	Mumbai		Rajasthan			
	Kolkata		MBP/Duliajan FHQ			
12	The quoted rates shall remain firm throughout validity of bid & execution of the contract, if awarded by OIL.					
13	Indian Agent Commission (IAC), if any shall be paid in non-convertible Indian Rupees only.					

Bidders Response Sheet for Foreign Bidder

Procurement of Premium Bits on Rate Contract basis for all Spheres of OIL for a period of four years (2026-30)

Bidder to fill their response as "Quoted/ Not Quoted" in the Yellow coloured Cells corresponding to their quote in the Price Bid Format. No prices are to be mentioned in

Bit Size		Any other bit size	Bit Type	
Bidding Entity name & Address (Including contact no, E-mail)			Currency of quote	
Bidders' bid No & Date			Manufacturer/Make	
Country of Origin			Port of Dispatch	

Bit Sl No	Bit Size (Inches)	Bit Nomenclature	IADC No (if applicable)	Unit Price (FOB) Vessel	Unit C&F Value		Unit CIF Value		HSN Code	Unit Weight Kg	Unit Volume M3
					C&F (Air)	C&F (Sea)	CIF (Air)	CIF(Sea)			
					Kolkata /Mumbai	Kolkata	Kolkata /Mumbai	Kolkata			
				A	B1	B2	C1	C2			
Fill the Details				Fill the Details						Fill the Details	
Bit # 1											
Bit # 2											
Bit # 3											
Bit # 4											
so on	so on										
	Indian Agent Commission if any (included in FOB quoted price) = (indicate as percentage of FOB)										

Note	a) Bidder to submit the response sheet in the format given, bidder can add as many number of rows for different type of quoted bits.
	b) Bidder to quote the freight charges for both Air & sea. For award of uncommon bits on consignment basis, air freight shall be considred for evaluation. For common bits, to be awared on rate contract basis, sea freight shall be considred for
1	Unit prices of Drill bits for each sizes and each type of Bit should be quoted above. Serial no. Bit # 1 , # 2 , # 3 etc. are for each sizes and each type shall correspnds to respetive bits
2	Bidder to quote & supply bits for all spheres of the as per the distribution list attached at BEC para 2.3.
3	Common bits among shortlisted bidders will be finalised on the basis of the design features submitted through Bit Format. OIL's decision on selection of nearest common bits will
4	All the common bits from shortlisted eligible bidders will be procured on rate contract basis. Only uncommon bits from their respetive contracts will be procured on consignment basis
5	Uncommon Bits will be procured on consignment basis and delivered to the respective OIL warehouse. Concessional GST against EC (as per notifications issued by the government from time to time) and delivery charges limited to **3%** of the CIF (Air) value (which includes Custom Clearance Charges, Port clearance charges & handling charges, ~~**taxes & duties as applicable if any**~~, Inland transportation & insurance charge etc upto warehouse) will be applicable for the warehouse delivery of Uncommon Bits on a consignment basis. For petroleum operations areas, concessional IGST is applicable against EC. For procurement on consignment basis, recommendatory letter will be issued by OIL. Unloading at OIL Store shall be arranged by OIL at its cost.
6	Bidder shall upload separate price formats for each size of bits, say 26" TCR Bits,17 1/2" TCR Bits, 12 1/4" TCR Bits, 8 1/4" TCR Bits, 6" TCR Bits, 17 1/2" PDC Bits, 12 1/4" PDC Bits, 8 1/2" PDC Bits & 6" PDC Bits.
7	No re-stocking charges shall be payable. Re-export of unutilized bits returned by OIL within 06 months of delivery is the responsibility of supplier only at their cost.
8	Bidder should quote the unit prices for each of offered Drill bits ,considering the total purchase volume during the entire contract period of **4 years** without any provision for price escalation and also without any provision of extension of the contract.
9	The quoted bit price will be considered as catalogue bit price.
10	Bidder should quote FOB price, C&F (Air & sea) & CIF (Air & sea) price of kolkata Air port/sea port as tabulated below .
11	**For Common Bits Congsignee details : CIF(Sea) : Kolkata for Dulajan FHQ, Rajasthan and MBP** **Consignee Details:(for CIF Air) as mentioned below-**
	Mumbai — Rajasthan
	Kolkata — MBP/Duliajan FHQ
12	The quoted rates shall remain firm throughout validity of bid & execution of the contract, if awarded by OIL.
13	Indian Agent Commission (IAC), if any shall be paid in non-convertible Indian Rupees only.

PART - B

Annexure - H		**AA: General Notes to Bidders** **BB: Additional Notes to Bidders**
Appendix - A1		**Public Procurement (Preference To Make In India) order (PPP-MII Order).**
Appendix - A2		**Policy for providing preference to Domestically Manufactured Iron & Steel Products (DMI & SP)**
Appendix - A3		**Amendment to DMI&SP vide Gazette notification No. S-13026/1/2020-IDD dated 31.12.2020, Ministry of Steel for certain amendment to DMI&SP policy**
Appendix - A4		**Restrictions on procurement from a bidder of a country which shares a land border with India.**
General Terms & Conditions	**:**	**General Terms & Conditions" for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders).**
Proforma - 1	**:**	**Format for Bid Security**
Proforma - 2	**:**	**Format for Integrity Pact**
Proforma - 3	**:**	**Format for Performance Security**
Proforma - 4	**:**	**Format for undertaking towards submission of authentic information/ documents**
Exhibits – I, II & III	**:**	**Format for undertaking towards compliance of restriction on procurement from a bidder of a country which shares a land border with India**
Proforma - 6		**Form 10F**
Proforma - 7	**:**	**Format for No Business Connection or Permanent Establishment Certificate**
Proforma - 8	**:**	**Format for undertaking towards compliance of Financial Criteria**
Proforma - 9	**:**	**Format for Annual Turn Over and Networth Certificate**
Proforma - 10	**:**	**Format for Corporate Guarantee towards Financial Standing**
Proforma - 11	**:**	**Format for Authorization letter For attending Tender Opening**
Proforma – 12	**:**	**Format for Exception / Deviation**
Proforma – 13	**:**	**Format for Undertaking For Local Content**
Proforma – 14	**:**	**Format for Power of Attorney / Authorization letter (Regarding authority for submission of bid)**
Proforma – 15	**:**	**Format for Bidders financial standing**
Proforma – 16 A **Proforma – 16 B**	**:**	**Format for declaration that bidder is not under holiday list/delisted/blacklisted/debarred** **Format for declaration of NCLT / NCLAT /DRT /DRAT/ Court Receivership/ Liquidation**
Proforma – 17	**:**	**Format for Inspection Certificate to be issued by Independent Inspection Agencies against Document Verification Clause**
Proforma - 18	**:**	**Format for Bank Guarantee linked with Advance Payment**
Proforma -19	**:**	**Format for Insurance surety bond for Bid security and Performance security**
Proforma -20	**:**	**Format for Sustainable Development (SD) and Environment, Social & Governance (ESG) Policy**

ANNEXURE – H

AA: GENERAL NOTES TO BIDDERS:

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

1.1 Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.

2.0 The tender will be governed by "General Terms & Conditions" for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders) including Amendments & Addendum to "General Terms & Conditions" for e-Procurement. However, if any of the clauses of the Bid Rejection Criteria (BRC) / Bid Evaluation Criteria (BEC) mentioned here contradict the clauses in the "General Terms & Conditions" for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders) of the tender and/or elsewhere, those mentioned in this BEC / BRC shall prevail.

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

4.0 Bidders are requested to go through **the '*Vendor User Manual*', '*Guidelines to Bidders for participating in OIL e-tenders*', '*New Instruction to bidders for submission of bid*' and '*Vendor User Manual for e-tendering*'** available in the e-portal home page before submitting offer in the e-portal.

5.0 Bids are invited online under **SINGLE STAGE TWO BID SYSTEM**. Bidders must prepare the **TECHNO-COMMERCIAL BID (UNPRICED)** as well as the **PRICED BID** separately and upload both these bids in OIL's e-procurement portal at the designated fields separately assigned. Please note that no price details should be furnished in the Technical (i.e. Unpriced) bid. The "Unpriced Bid" shall contain all techno-commercial details except the prices/costs. The "Price Bid" must contain the price schedule and the bidder's commercial terms and conditions. Bidder not complying with above submission procedure will be rejected. Please do refer the User Manual provided on the portal on the procedure "How to create Response for submitting offer."

5.1 **The bidder has to submit both the "TECHNO-COMMERCIAL UNPRICED BID" and "PRICED BID" through electronic form in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. Details of prices as per Price Bid format (Price Schedule) to be uploaded as attachment in the Attachment Tab "Notes and Attachments". Any offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria mentioned in the tender.**

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

Bidders are requested to go through the 'New Vendor Manual', 'Guidelines to Bidders for participating in OIL e-tenders', 'New Instruction to bidders for submission of bid' and 'Vendor User Manual for e-tendering' available in the e-portal home page before submitting offer in system.



5.2 In Technical Bid opening, only Technical Rfx will be opened. Therefore, the bidder should ensure that "TECHNO-COMMERCIAL UNPRICED BID should contain details as mentioned in the technical specifications as well as BEC/ BRC and upload the same in the Technical RFx Response-> User - > Technical Bid. No price should be given in above Technical Rfx otherwise the offer will be rejected. Please go through the help document in details before uploading the document and ensure uploading of technical bid in the Technical RFx Response-> User - > Technical Bid only. The "PRICE BID" must contain the price schedule and the bidder's commercial terms and conditions. Details of prices as per Price Schedule can be uploaded as Attachment under the attachment option under "Notes & Attachments".

6.0 **For the convenience of the qualified Bidders and to improve transparency, the rates/costs quoted by bidders against OIL's e-tenders shall be available for online viewing by such Bidders whose price bids are opened by Company. A Bidder can view item-wise rates/costs of all other such peer bidders against the tender immediately after price bid opening, if the e-tender is floated by Company with PRICE CONDITION. In case the Price Bid is invited by Company through attachment form under "Notes & Attachments" (i.e., NO PRICE CONDITION), Bidder must upload their detailed Price-Bid as per the prescribed format under "Notes & Attachment", in addition to filling up the "Total Bid Value" Tab taking into account the cost of all individual line items and other applicable charges like freight, tax, duties, levies etc.. Under NO PRICE Condition (i.e. Price Bid in attachment form), the "Total Bid Value" as calculated & quoted by the Bidder shall only be shared amongst the eligible bidders and Company will not assume any responsibility whatsoever towards calculation errors/omissions therein, if any. Notwithstanding to sharing the "Total Bid Value" or the same is whether filled up by the Bidder or not, Company will evaluate the cost details to ascertain the inter-se-ranking of bidders strictly as per the unloaded attachment and Bid Evaluation Criteria only. Online view of pries as above shall be available to the Bidders only upto seven days from the date of Price-Bid opening of the e-tender.**

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

8.0 The prices must be strictly submitted as per the price bid format only uploaded under tab "Notes & Attachment". The prices/rates offered against the tender must remain firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price condition shall be treated as non-responsive and rejected. No discount whatsoever should be quoted separately. Rates/prices quoted must be net of all discount.

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

10.0 **BID SECURITY:**

All the Bids must be accompanied by Bid Security for the amount as mentioned in the NIT *or an equivalent amount in freely convertible currency and shall be in the form of Insurance Surety Bonds/DD/FDR (account OIL INDIA LIMITED)/NEFT/RTGS/Electronic fund transfer to designated account of OIL/online payment through OIL's e-portal/Bank Guarantee (BG) (including e-Bank Guarantee) in OIL's prescribed format* **(PROFORMA – 1)** *or as an irrevocable Letter of Credit (L/C) from any of the following Banks .*

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

b) In case of foreign bidder, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India, or

c) Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India or Bid security shall also be acceptable through online payment modes.

Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Schedule Bank of India shall not be acceptable. Bank Guarantees issued by Banks in India should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

10.1 Any bid not accompanied by Bid Security (in Original) will be rejected outright without any further reference.

10.2 In case of Online payment of Bid Security, bidder shall submit Online transaction details to OIL as proof of submission of Bid security. The online payment of Bid Security amount should be received in OIL's bank account on or before the Bid closing date and time failing which the offer will be rejected outright without any further reference.

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

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

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

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

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

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

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

10.10 The bidders will extend the validity of the Bid Security, if and whenever specifically advised by OIL, at the

bidder's cost.

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

10.12 In case, the Bid Security in the form of a Bank Guarantee/ Letter of Credit is found to be not genuine or issued by a fake banker or issued under the fake signatures, the bid submitted by the concerned bidder shall be rejected and the bidder shall be banned from participating in future tenders in accordance with the provisions of Company's Banning Policy, 2023. Further, the Bid Security submitted by such bidder shall be invoked without any further reference, besides other penal action, as the Company may think appropriate.

10.13 In case of Bank Guarantee, The Bank Guarantee issuing bank branch must ensure the following:

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

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

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

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

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

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

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

10.14 The Bid Security of the unsuccessful bidders will be returned after finalization of tender whereas the Bid Security of the successful bidder will be discharged on such bidder's furnishing the Performance Security to OIL against the Purchase Order secured by the bidder within the stipulated time frame. The successful bidder will however, extend validity of the Bid Security till such time the Performance Security is furnished.

10.15 The Bid Security will be forfeited:

a) If a bidder withdraws his bid during the period of validity of bid or any extension thereof duly agreed by the bidder,

OR

b) If the successful Bidder do not accept the order or fails to furnish the Performance Security within 30 days of placement of order or before the expiry of Bid Security (unless extended), whichever is earlier.

10.16 Bidders are requested to contact OIL within 4 months of Bid submission for return of their Bid Security. A copy of Bid security and Tender No. against which the Bid security was submitted should be sent to concerned dealing officer of OIL for return of the Bid security.

10.17 For timely return of Bid Security, bidders shall submit following details alongwith their technical bid.

- For Bank Guarantee((BG) or Irrevocable Letter of Credit (L/C) = Name, Email id, Phone number and Address where the Bid Security is to be returned by Courier.

- Online payment = Name, Email id, Phone number and Bank details (Bank Name, Branch Name, Branch Address, IFSC Code, Unique identifier code, Company name) where the Bid Security amount shall be returned by Online transfer.

In case of non-submission of above details, return of Bid Security may be delayed.

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

10.19 If Bid Security /Earnest Money Deposit (EMD) is not applicable. Instead of EMD /Bid Security, all the bidders shall be required to sign a “Bid Security Declaration” accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the NIT/ Purchase order, they shall be suspended for the period of 2 (two) years. This suspension of two years shall be automatic without conducting any enquiry. Bidders shall submit “Bid Securing Declaration” as per enclosed PROFORMA – 1A along with their Technical bids.

10.20 INSTRUCTIONS FOR FURNISHING "BID SECURITY DEPOSIT" BY "INSURANCE SURETY BOND"

a) The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

b) The Company shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

c) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

d) The expiry date and values should be arrived at in accordance with instructions provided in the “Forwarding Letter” of the Tender.

e) The Insurance Surety Bond by bidders will be given from Insurer as specified in the Tender.

f) A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that the said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser at its address as mentioned at "ITB".

g) Bidder must indicate the full postal address of the Insurer along with the Insurer 's E-mail / Phone from where the Insurance Surety Bond has been issued.

h) Bidder must indicate Name, Address, Contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom /where the Surety Bond can be got confirmed by the Company.

10.21 **Submission of Bid Security and Performance Security in the form of Electronic Bank Guarantee (e-BG)**

Oil India Ltd. has now adopted Electronic Bank Guarantee (e-BG) for Bid Security and Performance Security in addition to the existing provisions. Electronic Bank Guarantee (e-BG) is a digitally signed BG issued by banks which is transmitted directly from banks to beneficiaries in electronic form through a platform provided by National E-Governance Services Limited (NeSL).

Submission of Bid Security/Performance Security, as applicable, in the form of Electronic bank Guarantee (e-BG) is also acceptable:

Sl. No.	Bank Name	Sl. No.	Bank Name
1	AU Small Finance Bank	18	Indian Bank
2	Axis bank	19	Indian Overseas Bank
3	Bank of Baroda	20	Induslnd Bank
4	Bank of India	21	Karnataka Bank
5	Bank of Maharashtra	22	Karur Vysya Bank
6	Canara Bank	23	Kotak Mahindra Bank
7	Central Bank of India	24	Punjab and Sind bank
8	City Union Bank	25	Punjab National Bank
9	DBS Bank	26	RBL Bank
10	DCB Bank	27	Standard Chartered
11	Dhanlaxmi Bank	28	State Bank of India
12	Federal bank	29	South Indian Bank
13	HDFC Bank	30	Tamilnad Mercantile Bank Ltd
14	HSBC Bank	31	UCO Bank
15	ICICI Bank	32	Union Bank of India
16	IDBI Bank	33	Yes Bank
17	IDFC First Bank		

Beneficiary details for issue of e-BG are:

Sl. No.	**Particulars**	**Details**
1	Name	Oil India Limited
2	PAN	AAACO2352C
3	Date of Incorporation	18-02-1959
4	Email ID	
5	Mobile No.	
6	Local Address	
7	Registered Address	Duliaian, Dibrugarh, Assam-786602

11.0 Please note that all tender forms and supporting documents are to be submitted through OIL's e-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribing tender no. and due date to GM Materials, Materials Department, Oil India Limited, Duliajan- 786602, Assam on or before 13:00 hrs (IST) on the Bid Closing Date mentioned in the Tender.

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

11.1 Bidders must ensure that their bid is uploaded in the system before the tender closing date and time. Also, they must ensure that above documents which are to be submitted in a sealed envelope are also submitted at the above-mentioned address before the bid closing date and time, failing which the offer shall be rejected.

12.0 **AMENDMENT OF TENDER DOCUMENTS:**
At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the tender Documents through issuance of Corrigendum(s)/Addendum(s).

12.1 The Corrigendum(s)/ Addendum(s) will be uploaded in OIL's E-Tender Portal in the Tab "Technical Rfx" and under External Area - "Amendments" folder. The Company may, at its discretion, extend the deadline for bid submission. Bidders are expected to take the Corrigendum(s)/ Addendum(s) into account in preparation and submission of their bid. Bidders are to check from time to time the e-tender portal ["Technical RFx" Tab and under the folder "Amendments"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.

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

14.0 Original Bid Closing Date shall be considered by OIL for evaluation of BRC Criteria in case of any extension of the original bid closing date.

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

15.1 To ascertain the substantial responsiveness of the bid, OIL reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by OIL, failing which the offer will be summarily rejected. However, bidder(s) must note that there should not be any additional financial involvement arising out of such post tender clarifications.

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

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

17.0 Indian Bidders shall indicate the following in their offer:

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

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

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

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

18.0 Foreign Bidders shall indicate the following in their offer:

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

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

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

19.1 Seller shall inform the shipping details (Vessel details, Estimated Time of Arrival etc.) immediately on receipt of Bill of Lading. Detention & Demurrages, if any, due to early arrival of vessel, shall be to bidder's account.

20.0 In case of placement of order, OIL reserves the right to convert the order from FOB Port of export to C&F Kolkata term considering the ocean freight quoted by the bidder in their offer. In case the order is converted to C&F Kolkata Port, the performance security amount shall also be enhanced considering the quoted ocean freight charges.

20.1 Bidder should confirm in their quotation that in case of C&F order, their nominated freight forwarder should provide Delivery Order under Single Window facility having office of local agent in India at Kolkata and offer 14 days free detention time of containers at discharging port.

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

22.0 In case any payment receipt of the foreign bidder against the order is subject to tax deduction at source in India, the Bidder shall quote their prices gross of Indian income tax. i.e., inclusive of Indian Income Tax at the applicable prevailing rate as per Indian Income Tax rules. OIL shall deduct at source the tax as applicable while making payments against each invoice for the services in India. Certificate for Tax Deducted at Source (TDS) shall be provided to the Seller.

23.0 Both Indian bidder and Foreign bidder must note that no trans-shipment en route is permitted. However, under exceptional circumstances, trans-shipment maybe allowed with prior consent of OIL. No charges shall be payable for such transshipment and consequent handling/storage of the goods.

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

should be kept firm through delivery/despatch.

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

26.0 **ROAD DESPATCH**

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

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

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

27.0 Net. Weight, Gross Weight & Volume, Indian Agent's Name and its Commission, Payment Terms, Ocean Freight/Air Freight Charges, Port of Loading, Delivery period, Country of origin with manufacturer's name, etc. should be clearly mentioned in the bid.

28.0 **SHORT SHIPMENTS**

Seller should thoroughly check all items in the packing before effecting shipment. If any item(s) are found short packed in sound boxes on examination at project site, Seller shall be responsible to supply short packed items free of charge on receipt of advice from Purchaser.

29.0 **IMPORTANT NOTES**:

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

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

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

30.0 OIL shall be entering into an Integrity Pact, **if applicable** with the bidders as per format enclosed vide **PROFORMA - 2** of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact have 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:

DR. TEJENDRA MOHAN BHASIN,
Former Vigilance Commissioner, CVC
E-mail: tmbhasin@gmail.com

SHRI RAM PHAL PAWAR, IPS (Retd.),
Former Director, NCRB, MHA
E-mail: rpawar61@hotmail.com; ramphal.pawar@ips.gov.in

SHRI AJIT MOHAN SHARAN, IAS (Retd.)
Former Secretary, Ministry of Ayush, Govt. of India
E-mail: ams057@gmail.com

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

30.2 In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms and conditions of the contract. The fees/expenses on dispute resolution shall be equally shared by both the parties.

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

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

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

32.0 **PERFORMANCE SECURITY**

Unless otherwise specified, the Seller shall furnish Performance Security to Purchaser in the form of, Insurance Surety Bonds, account payee Bank Draft/Cashier's cheque/Banker's cheque/NEFT/RTGS/ Electronic fund transfer to designated account of OIL or Fixed Deposit Receipt (FDR) (account OIL INDIA LIMITED) or Bank Guarantee (including e-Bank Guarantee) or irrevocable Letter of Credit (LC) within 30 days of notification of purchase order/contract for the value and validity as per terms of Purchase order/contract. Performance Security shall be strictly as per the format prescribed vide **PROFORMA-3** to this document.

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

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

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

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

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

32.6 The amount of Performance Security and the date of expiry of the Performance Security shall be as specified in the LOA/Purchase Order. Unless specified otherwise, the amount of Performance Security in case of Procurement of Goods shall be 3% of order value (excluding taxes & duties).

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

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

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

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

32.11 The Performance Security shall be payable to Purchaser as compensation for any breach or loss resulting from Supplier's failure to fulfil its obligations under the Purchase Order/Contract. In the event of such default on the part of Seller, the Performance Security shall be encashed unconditionally and the proceeds thereof shall be forfeited without any further reference to the Seller. In such an eventuality, the Seller shall be liable to face penal actions including debarment as per OIL's Banning Policy, 2023.

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

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

32.14 Failure of the successful Bidder to comply with the requirements of above clauses shall constitute sufficient grounds for annulment of the award and forfeiture of their Bid Security or Performance Security. The defaulting party shall also be debarred from business as per OIL's Banning Policy, 2023

32.15 In case, the Performance Security in the form of a Bank Guarantee/ Letter of Credit is found to be not genuine or issued by a fake banker or issued under the fake signatures, the LOI/Purchase Order issued/placed on the bidder shall be treated as cancelled forthwith and the bidder shall be banned from participating in future tenders in accordance with the provisions of Company's Banning Policy, 2023. Further, the Bid Security submitted by such bidder shall be invoked without any further reference, besides other penal action, as the Company may think appropriate.

32.16 In case of Bank Guarantee, The Bank Guarantee issuing bank branch must ensure the following:
The Bank Guarantee issued by the bank must be routed through SFMS platform as per the following details:

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

(iii) MT 760/MT 767 COV for amendment of bank guarantee.

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

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

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

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

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

32.18 In case Annual Maintenance Contract (AMC) is required and OIL intends to enter into a separate contract with the successful bidder for AMC, the Successful bidder must undertake to submit separate Performance Security against the AMC at the applicable rate & validity to be stipulated in the contract. (3% of annualized contract value valid for three months beyond entire execution period).

32.19 INSTRUCTIONS FOR FURNISHING "PERFORMANCE SECURITY DEPOSIT" BY "INSURANCE SURETY BOND"

a) The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

b) The Company shall be the Creditor, the Contractor shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

c) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Contractor /Insurer issuing the Insurance Surety Bond.

d) The expiry date and values should be arrived at in accordance with instructions provided in the "Forwarding Letter" of the Tender.

e) The Insurance Surety Bond by Contractors will be given from Insurer as specified in the Tender.

f) A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that the said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser at its address as mentioned at "ITB".

g) Contractor must indicate the full postal address of the Insurer along with the Insurer 's
E-mail / Phone from where the Insurance Surety Bond has been issued.

h) Contractor must indicate Name, Address, Contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom /where the Surety Bond can be got confirmed by the Company.

33.0 Bidder upload completely filled up Commercial Check List **(Annexure – D)** and Bid Evaluation matrix (Technical) **(Annexure – E)** and Bid Evaluation Matrix (BRC) **(Annexure – F)** failing which their offer may

be liable for rejection.

34.0 **PAYMENT TERMS**

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

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

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

36.0 **The items covered in this Tender shall be used by Oil India Limited in the PEL/ML areas and hence concessional GST @12 % (for foreign & indigenous bidder) will be applicable as per Govt. Policy in vogue.**

As per Notification no. 30/2024-Customs dated 23.07.2024, items appearing in List 33 (See S. No. 404 of the Table) shall only be eligible for Nil rate of Customs Duty towards import (for foreign bidders) as per Govt. Policy in vogue.

Overseas Bidders are not required to include Customs Duty and IGST components in their quoted cost, since all applicable taxes & Duties in India shall be to the account of Oil India Limited.

In the event of an order on indigenous bidder, OIL will issue Project Authority Certificate (PAC) under Deemed Export Benefit Scheme, where import content is declared by the bidder for availing Custom Duty benefit on the import content.

Supplier shall arrange to provide all necessary documents (invoice etc.) to OIL for applying Essentiality Certificate on receipt of request from OIL, if any. Further, Suppliers shall affect dispatch only on receipt of relevant certificates/shipment clearance from OIL, failing which all related liabilities shall be to Supplier's account.

In the event of order, the successful bidder shall submit proforma/commercial invoice atleast **45 days** before effecting Delivery/Dispatch of the items for processing Essentiality Certificate (EC) application.

37.0 Quantity of Individual item may be increased or decrease at the time of final placement of order. The minimum FOB/FCA charges in case of partial order for reduced quantity/enhanced quantity shall have to be indicated by the bidder. In case, this is not indicated specifically, the charges quoted would be pro-rata calculated and the same will be binding on the bidder.

38.0 **FURNISHING FRAUDULENT INFORMATION/ DOCUMENT**:

If it is found that a Bidder has furnished fraudulent document/information, the Bid Security/ Performance Security shall be forfeited and the party will be debarred for a period of 3(three) years from date of detection of such fraudulent act, besides the legal action. In case of major and serious fraud, period of debarment may be enhanced. In this regard, bidders are requested to submit an Undertaking as per **PROFORMA - 4** along with their offer failing which their offer shall be liable for rejection.

39.0 **COUNTRY OF ORIGIN**

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

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

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

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

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

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

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

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

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

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

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

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

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

database etc. that may be necessary to match the invoices on GSTN common portal and enable OIL to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.

8. In case Input Tax Credit of GST is denied or demand is recovered from OIL by the Central / State Authorities on account of any non-compliance by bidders, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify OIL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. OIL, at its discretion, may also withhold/recover such disputed amount from the pending payments of the bidders.

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

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

41.0 **PUBLIC PROCUREMENT POLICY AND PURCHASE PREFERENCE TO MICRO AND SMALL ENTERPRISES:**

Bidders to note that Govt. of India under Micro, Small and Medium Enterprises Development (MSMED) Act 2006, has proclaimed the Public Procurement Policy, 2012 with effect from 1st April, 2012 in respect of procurement of goods and services, produced and provided by micro and small enterprises, by its Ministries, Departments and Public Sector Undertakings for promotion and development of Micro and Small Enterprises. Clause on applicability of Public Procurement Policy for procurement of goods from Micro and Small Enterprises (MSE) in the tender is furnished in "General Terms & Conditions" for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders) including Amendments & Addendum to "General Terms & Conditions" for e-Procurement. Bidders are requested to take note of the same and to submit their offers accordingly.

41.1 Categorisation and various criteria applicable to MSE bidders shall be guided by the Gazette notification no. CG-DL-E-26062020-220191 dated 26.06.2020 and Amendment vide Gazette Notification no. CG-DL-E-16062021-227649 dated 16th June, 2021 , CG-DL·E-21032025-261838 elated 21.03.2025 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.*

41.2 For availing benefits of Purchase Preference under Public Procurement Policy, the interested MSE Bidders must ensure that they are the manufacturer of tendered item(s) and registered with the appropriate authority for the said item(s). The technical offer of such MSE Bidders must include a valid copy of relevant MSE Certificate issued by appropriate authority specifying the item as per tender. Purchase Preference of 15% (fifteen percent) shall be extended to the eligible MSE Bidder (i.e. Manufacturer of tendered goods for procurement) over non-MSE L1 Bidder and PO shall be awarded for full tender quantity on such MSE bidder, subject to matching their quoted rates/costs with non-MSE L1 Bidder.

42.0 **PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) ORDER (PPP-MII Order).**

Public Procurement (Preference to Make in India), Order 2017 issued by Department for Promotion of Industry and Internal Trade (DPIIT), Government of India vide notification no. No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 and as amended time to time shall be applicable for procurement. Bidders are required to go through details of the Policy while submitting their bid.

42.1 MOP&NG vide Notification No File No.FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26.04.2022 has modified Para 14 of the PPP-MII Order (Appendix A1) as below:

a. Limit for exemption of small purchase under Para 4 of the PPP-Mll Order, 2017 shall be Rs. 1 crore.
b. Local value addition through services such as transportation, insurance, installation, commissioning, training and after sales services support like AMC/CMC etc. shall continue to be considered in local content calculation.
c. HP-HT operations in upstream oil and gas business activities shall be exempted from applicability of the Order.

43.0 **POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS (DMI&SP):**

Policy for providing preference to domestically manufactured Iron and Steel products in govt. procurement, notified vide Gazette of India No 324 dated 29.05.2019 read with clarifications, if any issued by MoS on the policy **shall be applicable / not applicable for this tender (Refer special notes of tender)**. Bidders are required to confirm acceptance to the conditions of this policy.

Bidders who comply with all the provisions specified in **APPENDIX - A2** attached to this Tender Document and submit all the undertakings and documents applicable under the revised policy shall only be accepted.

43.1 Vide Gazette notification No. S-13026/1 /2020- IDD dated 31.12.2020, Ministry of Steel has issued certain amendment to the aforesaid policy. A copy of the said Gazette notification is also enclosed as **APPENDIX - A3**. Steel Policy notified vide Notification No. CG-DL-E-01042025-262208 dated 01.04.2025 and as amended from time to time by Ministry of Steel, Government of India is **applicable / not applicable for this tender (Refer special notes of tender)**. Bidders are requested to take note of the same and to submit their offers accordingly, wherever applicable.

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

"Banning Policy dated 17th March, 2023 as uploaded in OIL's website (www.oilindia.in) in line the provisions of Office Memorandum no. F.1/20/2018-PPD dated 02.11.2021 issued by Department of Expenditure, Ministry of Finance, Govt of India will be applicable against the tender (and order in case of award) to deal with any agency (bidder/contractor/supplier/vendor/service provider) who commits deception, default, fraud or indulged in other misconduct of whatsoever nature in the tendering process and/or order execution processes.

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

At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the tender Documents through issuance of Corrigendum(s)/Addendum(s). Bidders are expected to take the Corrigendum(s)/ Addendum(s) into account in preparation and submission of their bid. No separate intimation for Corrigendum(s)/Addendum(s) published by OIL shall be sent to the Bidders.

44.1 The bidder shall fill up and submit proforma of declaration of Blacklisting / Holiday Listing/ NCLT / NCLAT /DRT /DRAT/ COURT RECEIVERSHIP/ LIQUIDATION (as per Proforma – 16) along with the technical bid).

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

In case a Startup (*defined as per Ministry of Commerce and Industry (Department of Industrial Policy and Promotion, DIPP*) latest notification]/ MSE is interested in supplying the tendered item but does not meet the Pre-Qualifying Criteria (PQC)/ Proven Track Record (PTR) indicated in the tender document, the Startup/MSE is requested to write a detailed proposal separately, and not against the present tender requirement, to the tender issuing authority about its product. Such proposals shall be accompanied by relevant documents in support of MSE (where applicable) or in case of Startup, following documents shall be given:

1. Certificate of Recognition issued by the Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India.
2. Certificate of incorporation.
3. Audited Profit & Loss (P&L) Statement of all the Financial Years since incorporation. In case where the Balance sheet has not been prepared, bidder shall submit a certificate in original from its CEO/CFO stating the turnover of the bidding entity separately for each Financial Years since incorporation along with a declaration stating the reason for not furnishing the audited P&L Statement. This certificate shall be endorsed by a Chartered Accountant/Statutory Auditor.

The Proposal shall be examined by OIL and OIL may consider inviting a detailed offer from the Startup/MSE with the intent to place a TRIAL or TEST Order, provided the Startup/MSE meets the Quality and Technical Specifications.

In case the Startup/MSE is successful in the Trial Order, the vendor shall be considered for PQC exemption/relaxation (as the case may be) for the next tender for such item till the time it remains a Startup/MSE.

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

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

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

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

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

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

47.0 CERTIFICATION OF DOCUMENTS BY INDEPENDENT THIRD-PARTY INSPECTION AGENCIES (TPIA):

47.1 Oil India Limited (OIL) has engaged the following 17 (Seventeen) Independent Inspection Agencies for a period of 04 (Four) years up to 06.06.2028 to verify and certify various documents submitted by the bidders required against BEC/BRC of the tender:

Sl. No.	Name of Independent Inspection Agency	Contact E-mail ID
i.	M/s. Dr. Amin Controllers Pvt. Ltd.	a. rkjain@rcaindia.net b. Pradeep.mathur@rcaindia.net c. info@rcaindia.net
ii.	M/s. TUV India Private Limited	a. noida@tuv-nord.com b. mumbai@tuv-nord.com c. salim@tuv-nord.com
iii.	M/s Conformity India International Private Limited	a. mktg@ciindia.in
iv.	M/s Ravi Energic Private Limited	a. baroda@ravienergic.com b. tpia@ravienergic.com
v.	M/s SGS India Private Limited	a. dhaval.vora@sgs.com b. sgs.india@sgs.com
vi.	M/s Assure Quality Management Certification Services Private Limited	a. aqmcs@aqmcs.com
vii.	M/s. IRCLASS Systems and Solutions Private Limited	a. industrial_services@irclass.org b. Bhavesh.satam@irclass.org
viii.	M/s. TÜV Rheinland (India) Pvt. Ltd.	a. Shailesh.deotale@ind.tuv.com b. Kaushal.gohil@ind.tuv.com c. info@ind.tuv.com d. ravi.kumar@ind.tuv.com
ix.	M/s Gulf LIoyd Industrial Services (I) Pvt. Ltd.	a. contact@gulfllloyds.com b. inspection@gulfllloyds.com
x.	M/s Baltic Testing India Pvt. Ltd.	a. office@balticcontrolindia.com
xi.	M/s Sanmarg Engineering Validation & Assessment	a. Amitra@sanmargeva.com
xii.	M/s Meenar Global Consultants LLP	a. sales@mgellp.in
xiii.	M/s Rites Limited	a. nrinspn@rites.com b. info@rites.com c. sbu.ninsp@rites.com
xiv.	M/s Bureau Veritas (India) Private Limited	a. bvindia.corporate@bureauveritas.com
xv.	M/s TUV SUD South Asia Private Limited	a. Hemant.chavan@tuvsud.com b. Jayashree.rane@tuvsud.com

xvi.	M/s Adornment Engineers India Private Limited	a. jks@adornmentengineers.com
xvii.	M/s TCRC Inspections Pvt. Ltd.	a. admin@tereinspections.com b. ashismallick@teregroup.com c. tenders@teregroup.com

47.2 Bidders are required to have their documents, as mandated under the Bid Evaluation Criteria (BEC) / Bid Rejection Criteria (BRC) of the tender, verified and certified by any one of the empanelled Independent Third-Party Inspection Agencies listed above. The Inspection Certificate, duly issued by the selected agency, must be submitted along with the Technical Bid. All costs related to verification and certification by the Third-Party Inspection Agencies shall be borne solely by the respective bidders. Payments in this regard shall be made directly by the bidders to the Inspection Agencies. OIL shall not be held responsible for any payment-related dispute between the bidders and the inspection agencies.

47.3 The verified and certified documents must be submitted along with the Technical Bid. Any bid submitted with un-verified supporting documents shall not be considered. However, in case a bidder submits its bid along with all relevant supporting documents as per BEC/BRC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered, provided it is accompanied by an **Undertaking by the Bidder on their official letterhead towards submission of the duly verified and certified copies/ Inspection Certificate within 07 (Seven) days from the actual date of bid opening to be sent to address Office of GM-MATERIALS, Materials Department, Oil India Limited, Duliajan -786602, Assam, India and copy of the verified documents to email id : tuhin_roy@oilindia.in.** No reminders or clarifications will be issued by the Company in this regard, and failure to submit the verified/ certified documents within the stipulated time shall result in outright rejection of the bid, at the sole risk and responsibility of the bidder. If a bidder does not submit the undertaking towards submission of third party certification within 7 days from date of Bid Closing date, but certified document reaches us within the cut-off date of above seven (7) days, then such bids shall be considered.

47.4 The methodology of verification/certification of documents followed by the agencies is broadly as under, but not limited to:

(a) It is the sole responsibility of the bidders intending to participate in the tender to thoroughly understand the requirements of the tender, particularly the documents required under BEC/BRC. The bidders must present all relevant documents to any of the empanelled third-party certifying agencies for verification/certification. Neither OIL nor the Inspection Agencies shall be responsible for the selection or appropriateness of the documents submitted for verification. It is entirely the bidder's responsibility to ensure that the appropriate documents are verified/certified in support of BEC/BRC compliance.

(b) The concerned Independent Third-Party Inspection Agencies shall depute their qualified/competent inspector to the Bidder's premises to check the original documents and certify the copies which the bidder shall submit along with their bids. OIL will reserve the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL. Verification/Certification of documents by OIL's empanelled third-party inspection agencies shall not automatically make the bidder techno-commercially-acceptable or eligible for award of contract.

(c) Verification/Certification of documents are normally categorized as under:

i **General Requirement:**
- Check Bidder's PAN Card
- Check Bidder's GST Certificate
- Check Bidder's Certificate of Incorporation
- Power of Attorney

ii Additional Documents : (If applicable against the tender)

- Bidders general structure and organization
- Joint Ventures Agreements – To cross-check with JV Partners
- Consortium Agreements – To cross-check with Consortium Partners
- Holding/Parent/Subsidiary/Sister Subsidiary/Co-Subsidiary Company – To check the Share Holding pattern, Corporate Guarantee etc.

iii Technical Criteria

- To check Experience Proof- Completion Certificates, Reference contact verification, Original Work Order/Contract Copy and any other document(s), if called for vide BEC/BRC of the Tender.
- Health, Safety and Environmental Management Policy

iv Financial Criteria

- Line of credit, if incorporated in the tender.

Notes:

(i) Bidder's self-declared undertakings, Audited Balance Sheet & Profit-loss statement and/or CA certificate having UDIN are not required to be verified by the TPI agency. If any documents, LOI/LOA/Contracts, etc., submitted towards BEC/BRC experience criteria are issued by Oil India Limited, such documents need not be verified by TPI agency.

(ii) Undertaking from TPI Agency as per format (**Proforma-17)** enclosed should be submitted along with the Bid.

(iii) **In case of clarifications sought by OIL against BEC/BRC, supporting documents (historical in nature) to those submitted in the original bid will also have to be verified from the same TPI agency which has originally verified their bid documents. OIL shall categorically mention the documents that are to be submitted with TPI verification in the clarification sought. In case the bidder fails to submit the TPI verified documents, as sought by OIL, as part of their clarification, their offer will be liable for rejection.**

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

Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide office memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020(order-Public Procurement no.1) has proclaimed the insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 w.e.f. 23rd July, 2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence of India on matters directly or indirectly related thereto including national security. Clause on applicability of above restriction is furnished as **APPENDIX – A4** of the tender document. Bidders are requested to take note of the clauses and submit their offers accordingly, wherever applicable.

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

Bidders must submit duly sealed & signed undertaking as per format provided vide, "**Exhibits – I, II & III**" along with the technical bid.

48.0 **TAX RESIDENCY CERTIFICATE CLAUSE:**

1. In accordance with Income Tax Act, 1961 Foreign bidders shall undertake in their Technical bid that

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

(a) Tax residency certificate (Current) from the Government /Tax Department of the country of residence;
(b) Form 10F as per Rule 21 AB of the Indian Income Tax Rules, 1962; (**PROFORMA - 6)**
(c) No Permanent Establishment in India Declaration (**PROFORMA – 7**)

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

3. However, in the cases of pure supply of goods (other than the cases of procurement of software or any other intellectual property). the following modalities will be adopted:

a. **If there exists a DT AA between India and the country of tax residency of the supplier:**
Since the above amendment in Section 9(1) would not have any bearing on DTAA provisions, the receipts of the supplier may continue to be treated as non-taxable under DTAA subject to fulfilment of following conditions:

(i) Remittances are to be made exclusively for supply of goods and no service of any kind is to be rendered by the non-resident whether in or outside India.
(ii) Risk and title to the goods passes from the non-resident supplier to OIL outside India.
(iii) Payment would be received by the non-resident supplier outside India; and
(iv) The non-resident, at its option,
Furnishes copy of a valid Tax Residency Certificate (TRC), Form 10F and confirms that it does not have a Permanent Establishment (PE) in India in terms of the applicable Double Taxation Avoidance Agreement (DTAA)
OR
A nil Tax Deduction Certificate from the Income Tax Authority of India with requisite jurisdiction.

b. **If the non-resident s9:1pplier obtains a certificate u/s. 197 /195(3)-** TDS need to be deducted as per the directions contained in such certificate.
c. **In any other case- (i.e. where there is no DTAA) and supply involves pure supply of goods and payment exceeds Rs. 2 Crore as per amendment u/s 9(I):**
The non-resident shall be deemed to constitute Business connection in India and in such a situation TDS has to be made based on a 197 /195(3)/195(2) certificate issued by the Income Tax Authorities in India in order to avoid any future litigation."

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

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

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

value specified in column (9) and in the currency and as per unit of measurement as specified in the above Notification.

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

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

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

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

In case of Items where Third Party Inspection clause is present:

After placement of Purchase order the successful bidder shall submit Soft copy of Third Party Inspection certificate and other certificates stipulated in the PO to the following in advance after completion of Third Party Inspection:

GM- Materials, OIL INDIA LIMITED, Duliajan, Assam, Pin – 786602

After successful verification of the documents by OIL, despatch clearance shall be provided and payment shall be made by OIL.

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

Based on the initiatives of Government of India to help MSE vendors get immediate access to liquid fund based on Buyers credit rating by discounting, OIL has registered itself on TReDS platform with M/s RXIL and M/s A TREDS Ltd. (Invoice Mart). MSE vendors can avail this benefit by registering themselves with any of the exchanges providing e-discounting / electronic factoring services on TReDS platform and following the procedures defined therein, provided OIL is also participating in such TReDS Platform as a Buyer.

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

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

(iii) OIL shall not be liable for any special, indirect, punitive, incidental, or consequential damages or

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

Note:

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

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

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BB: ADDITIONAL NOTES TO THE BIDDER

1.0 BIDDER TO ADHERE:

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

2.0 EFFECTIVE DATE OF CONTRACT/ ORDER:

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

3.0 CONFIDENTIAL INFORMATION:

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

4.0 PATENT AND OTHER RIGHTS:

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

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

5.0 ASSIGNMENT:

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

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

6.0 TAXES, DUTIES & LEVIES:

6.1. DOMESTIC SUPPLIER:

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

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

(i) OIL-Provisional GSTIN:
(ii) GST Registration Details of Supplier:
(iii) Item-wise HSN Code:
(iv) Applicable Rate of GST:
(v) Total amount of benefit passed on to OIL due to reduction in rate of Tax (if so) or from Input Tax Credit by way of commensurate reduction in Prices under Anti Profiteering clause:

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

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

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

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

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

(f) In case Input Tax Credit of GST is denied to OIL or demand is recovered from OIL by the Central State Authorities on account of any non-compliance by Vendor/Supplier/Contractor, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify OIL in respect of all such claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. OIL, at its discretion, may also withhold/recover such an amount demanded and recovered by the authorities/ state authorities from the pending payments of the Vendor/Supplier/Contractor.

(g) In case of ICB tender, wherever OIL issues Project Authority Certificate to domestic Seller for availing duty-free import of raw material and component, any variation in the custom duty

within the contractual completion period of the purchase order/contract shall be to Purchaser's account on CIF value of import declared by the Seller in its Bid.

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

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

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

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

13.2 FOREIGN SUPPLIER:

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

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

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

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

e) As per Income Tax Act, 1961 Foreign bidders should submit (along with their technical bid) following particulars, which are required to be furnished by OIL to Income Tax Department for complying with the requirements for making remittances to non-residents as per Income Tax Act, 1961 (as amended from time to time):

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.0 CHANGE IN LAW:

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

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

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

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

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

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

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

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

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

8.0 TRANSFER OF TITLE AND RISK OF LOSS:

8.1. For Indigenous Material(s):

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

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

8.2. For Imported Material(s):

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

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

9.0 LIMITATION OF LIABILITY:

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

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

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

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

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

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

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

10.0 INDEMNITY AGREEMENT:

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

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

11.0 TRANSIT INSURANCE:

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

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

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

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

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

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

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

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

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

12.0 PROGRESS REPORT:

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

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

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

13.0 LANGUAGE:

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

14.0 REPEAT ORDER:

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

15.0 SUB-CONTRACTS / ASSIGNMENT:

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

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

16.0 TIME IS THE ESSENCE OF PURCHASE ORDER/CONTRACT:

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

17.0 DELIVERY:

17.1. **For Foreign Bidders only:**

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

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

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

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

17.2. **For Indian Bidders only:**

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

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

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

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

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

18.0 INGREDIENTS DISCLOSURE:

(a) If any of the items ordered constitute or contain "hazardous or toxic chemicals" or "hazardous substances" or flammable or hazardous "petroleum products" or "dangerous goods" as defined by International Air Transport Association (IATA) or State or local law, rule or regulation, Seller shall provide at the time of delivery all required notices and information and approval from OIL before shipment. Seller agrees to maintain such information current and shall provide Buyer with any amended, altered or revised information on a timely basis. Seller warrants that the

goods supplied under this Agreement do not contain any substance whose use is prohibited under International Air Transport Association (IATA) or State or local law, rule or regulation.

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

19.0 PACKING & MARKING OF GOODS/EQUIPMENT:

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

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

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

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

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

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

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

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

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

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

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

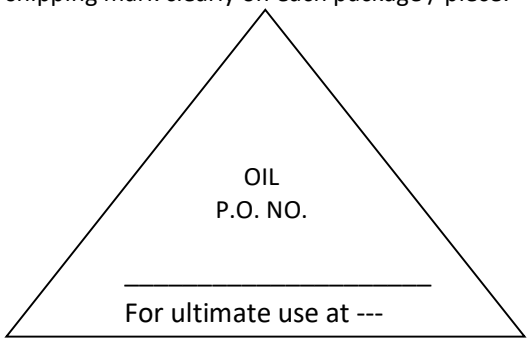
19.12. All spares are to be labelled with purchaser’s order number and item number in addition to seller’s part number, if any.

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

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

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

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



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

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

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

19.17. Road Despatch by domestic Suppliers:

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

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

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

19.19. Weight and Size Limitation of Packages:

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

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

20.0 TRANSPORTATION:

20.1. OVERSEAS/FOREIGN SUPPLIER:

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

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

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

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

20.2. DOMESTIC/INDIGENOUS SUPPLIER:

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

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

20.3. Both Indian bidder and Foreign bidder must note that no trans-shipment en route is permitted. However, under exceptional circumstances, trans-shipment maybe allowed with prior consent of OIL. No charges shall be payable for such transhipment and consequent handling/storage of the goods.

21.0 DOCUMENTATION (FOR OVERSEAS/ FOREIGN SUPPLIERS):

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

	Addressee	**List of Documents**	**No. of copies**
(A)	To Purchaser's Banker through whom the L/C is established:	i) Clear negotiable Bill of Lading (Complete set)/ AWB duly signed and without any overwriting	-1
		ii) Negotiable Copy of Invoice	-1
		iii) Certificate of Origin copy	-1
		iv) Declaration of Third-Party Inspection (TPI) Agency as per **Proforma C** in **original, whenever involved**	-1

(B)	To Head (Kolkata Office) Oil India Limited 15A, Hemanta Basu Sarani Kolkata-700 001 Fax No. (91) 33-22101390/ 22202596	i) ii) iii) iv) v) vi) vii) viii) ix)	Copy of non-negotiable Bill of Lading/ AWB Copy of non-negotiable invoice signed as in original in all pages Certificate of Origin Packing List Catalogues/ Literature, wherever applicable Safety data sheet sets (in case of chemicals) Tax Residency Certificate Form No 10F (PROFORMA - D). No Business Connection or Permanent Establishment Certificate (PROFORMA - E).	-3 -5 -3 -2 -1 -2 -1 -1 -1
(C)	To concerned purchase official, Oil India Limited (To be incorporated sphere wise)	i) ii) iii) iv) v)	Copy of non-negotiable Bill of Lading / AWB Copy of non-negotiable invoice Test / Inspection / TPI Certificate, If any (**Original**+Copy) Literature / Catalogue, if applicable Packing List	-1 -1 -2 -1 -1
(D)	To concerned finance official, Oil India Limited (To be incorporated sphere wise)	i) ii)	Copy of non-negotiable invoice Bill of Lading/AWB/ House AWB	-1 -1

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

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

22.0 <u>DOCUMENTATION (FOR DOMESTIC/INDIGENOUS SUPPLIERS):</u>

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

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

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

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

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

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

(II) WHEREVER DOCUMENTS TO BE NEGOTIATED THROUGH BANK:

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

		v) vi) vii) viii)	Mill inspection certificate, if any (Original) Third Party Inspection certificate, if any (Original) Copy of declaration by third party inspector as per Proforma C enclosed Warranty Certificate (Original)
D)	To concerned purchase official Oil India Limited		One set consisting of copies of the documents as mentioned in (B) above

23.0 INSPECTION AND TEST:

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

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

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

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

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

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

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

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

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

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

24.0 PRICE REDUCTION SCHEDULE FOR DELAY IN DELIVERY:

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

24.2. Deductions shall apply as per following formula:

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

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

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

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

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

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

25.0 FORCE MAJEURE:

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

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

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

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

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

26.0 TERMINATION OF PURCHASE ORDER:

26.1. Termination for Non-performance:

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

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

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

26.1.3. In case of termination of the purchase order, due to reason mentioned at para 26.1.1, the vendor shall be put on holiday as per the provision of Banning Policy, 2023 of the Purchaser.

26.2. Termination on account of Death:

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

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

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

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

26.4. Termination for Convenience:

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

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

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

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

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

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

26.8. Termination for submission of fraudulent documents:
If any information given by a bidder is found to be incorrect in any particular considered by OIL to be relevant for the evaluation of the bid/ tender, or is found by OIL to misrepresent or conceal facts, or if any of the documents submitted by the bidder in support of or relevant to the bid/ tender is found by OIL to be forged, false or fabricated, OIL shall reject the bid, and without prejudice to any other right(s) of action or remedy available to OIL, OIL shall forfeit the Earnest Money given by the bidder list as per the provision of Banning Policy, 2023 of OIL. If prior to the discovery of the incorrect information, misrepresentation or forged, false or fabricated document (s), the bid has resulted in a Purchase Order/Contract, the Purchase Order/Contract shall be liable to be terminated by OIL. In such situation the performance security / EMD shall be forfeited.

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

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

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

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

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

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

28.0 APPLICABLE LAW AND JURISDICTION OF COURT:

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

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

29.0 SETTLEMENT OF DISPUTES AND ARBITRATION:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

29.2. <u>ARBITRATION (APPLICABLE IN CASE OF PURCHASE ORDER AWARDED ON CPSE AND GOVT. DEPARTMENTS/ORGANIZATIONS):</u>
In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

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

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

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

29.3. <u>ARBITRATION (APPLICABLE TO MICRO, SMALL AND MEDIUM ENTERPRISE)</u>
In the event of any dispute or difference relating to, arising from or connected with the Purchase Order, efforts shall be made to resolve the dispute(s) amicably by mutual consultation and in case such dispute(s) cannot be resolved through mutual consultation, then same shall be resolved through the procedure as prescribed in Section-18 of the Micro, Small and Medium Enterprises Development Act, 2006

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31.0 <u>EXCLUSIONS</u>

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

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

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

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

32.0 SET-OFF:

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

33.0 DISPOSAL OF REJECTED MATERIALS AT PURCHASER'S SITE:

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

34.0 ERRING / DEFAULTING AGENCIES:

Erring and defaulting agencies like bidder, Seller, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 17th March, 2023 available in OIL's website: www.oil-india.com. Moreover, OIL reserves the right to take legal or any other action on the basis of merit of the case.

35.0 LIABILITY OF UNION GOVERNMENT OF INDIA:

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

36.0 WAIVERS:

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

37.0 SEVERABILITY:

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

38.0 SIGNING OF BIDS:

Bids are to be submitted online in etender portal. The bid including all uploaded documents shall be signed by duly authorized representative of the bidder holding a Power of Attorney to bind the Bidder to the contract. The letter of authorisation (as per Proforma-L) shall be indicated by written Power of Attorney accompanying the Bid.

39.0 BIDDERS FINANCIAL STANDING:

The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking (as per Proforma-M) to this effect with bid.

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APPENDIX – A1

PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) ORDER (PPP-MII Order).

No. P-45021/2/2017-PP (BE-II)
Government of India
Ministry of Commerce and Industry
Department for Promotion of Industry and Internal Trade
(Public Procurement Section)

Udyog Bhawan, New Delhi
Dated: 16th September, 2020

To

All Central Ministries/Departments/CPSUs/AII concerned

Subject: Public Procurement (Preference to Make in India), Order 2017- Revision; regarding.

Department for Promotion of Industry and Internal Trade, in **partial modification [Paras 2, 3, 5, 10 & 13] of Order No.P-45021/2/2017-B.E.-II dated 15.6.2017 as amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018, Order No.P- 45021/2/2017-B.E.-11 dated 29.05.2019 and Order No.P-45021/2/2017-B.E.-II dated 04.06.2020, hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017" dated 16.09.2020 effective with immediate effect.**

Whereas it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

Whereas procurement by the Government is substantial in amount and can contribute towards this policy objective, and

Whereas local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

Now therefore the following Order is issued:

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.

2. **Definitions:** For the purposes of this Order:

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under this Order.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under this Order.

'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under this Order.

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

'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.

'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

'Works' means all works as per Rule 130 of GFR- 2017, and will also include *'turnkey works'.*

3. Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local suppliers' for different types of procurement

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

(b) Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by sub- para 3(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.

(c) For the purpose of this Order, works includes Engineering, Procurement and Construction

(EPC) contracts and services include System Integrator (SI) contracts.

3A. Purchase Preference

(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.

(b) In the procurements of goods or works, which are covered by para 3(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.

ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(c) In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.

ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

(d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

3B. Applicability in tenders where contract is to be awarded to multiple bidders - In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

a) In case there is sufficient local capacity and competition for the item to be procured, as

notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.

b) In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.

c) If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/ 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above.

4. **Exemption of small purchases**: Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

5. **Minimum local content:** The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/ 'Class-II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier'/ 'Class-II local supplier' respectively.

6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.

7. **Requirement for specification in advance**: The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.

8. **Government E-marketplace**: In respect of procurement through the Government E- marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.

9. **Verification of local content:**

a. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.

b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.

d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.

e. Nodal Ministries and procuring entities may prescribe fees for such complaints.

f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.

h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:

   i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;

   ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);

   iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

10. **Specifications in Tenders and other procurement solicitations:**

a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.

b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier'/ 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.

c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.

d. Reciprocity Clause

i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.

ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.

iii. The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.

iv. State Governments should be encouraged to incorporate similar provisions in their respective tenders.

v. The term 'entity' of a country shall have the same meaning as under the FOi Policy of DPIIT as amended from time to time.

e. Specifying foreign certifications/ unreasonable technical specifications/ brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non- availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned.

f. "All administrative Ministries/Departments whose procurement exceeds *Rs.* 1000 Crore per annum shall notify/ update their procurement projections every year, including those of the PSEs/PSUs, for the next 5 years on their respective website."

10A. Action for non-compliance of the Provisions of the Order: In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise. shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.

11. **Assessment of supply base by Nodal Ministries**: The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its

calculation, with a view to avoiding cost increase from the operation of this Order.

12. **Increase in minimum local content:** The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.

13. **Manufacture under license/ technology collaboration agreements with phased indigenization**: While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

13A. In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. Procuring entities, while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. The procuring Ministries/Departments shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.

14. **Powers to grant exemption and to reduce minimum local content:** The administrative Department undertaking the procurement (including procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,

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

    A copy of every such order shall be provided to the Standing Committee and concerned Nodal Ministry / Department. The Nodal Ministry / Department concerned will continue to have the power to vary its notification on Minimum Local Content.

15. **Directions to Government companies**: In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.

16. **Standing Committee**: A standing committee is hereby constituted with the following membership:

    Secretary, Department for Promotion of Industry and Internal Trade-Chairman Secretary, Commerce-Member
    Secretary, Ministry of Electronics and Information Technology-Member Joint Secretary (Public Procurement), Department of Expenditure-Member Joint Secretary (DPIIT)-Member-Convenor

    The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

17. **Functions of the Standing Committee:** The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee

    a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
    b. shall annually assess and periodically monitor compliance with this Order
    c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
    d. may require furnishing of details or returns regarding compliance with this Order and related matters
    e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
    f. may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization
    g. may consider any other issue relating to this Order which may arise.

18. **Removal of difficulties**: Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.

19. **Ministries having existing policies**: Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.

20. **Transitional provision**: This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.

****

File No: FP-20013/2/2017-FP-PNG-Part (4) (E-41432)
Government of India
Ministry of Petroleum and Natural Gas
(Flagship Programme Cell)

Shastri Bhawan, New Delhi
Dated 26th April, 2022

Sub: Public Procurement (Preference to Make in India) (PPP-Mil) Order, 2017-reg.

Sir/Madam,

I am directed to refer to this Ministry's letter of even number dated 23.02.2022 regarding Policy to Provide Purchase Preference (linked with local content) (PP-LC) in all Public Sector Undertakings under the Ministry of Petroleum and Natural Gas (MoP&NG) and to say that Public Procurement (Preference to Make in India) Order, 2017 issued by DPIIT and as amended time to time shall be applicable to all the Public Sector Unde1takings and their wholly owned subsidiaries under MoP&NG; Joint Ventures that have 51 % or more equity by one or more Public Sector Undertakings under MoP&NG; attached and subordinate offices of MoPNG w.e.f. 01.04.2022.

2. Moreover, as per para 14 of the PPP-MII Order, the following modifications in the order shall be applicable on the procuring entities under this Ministry:

a. Limit for exemption of small purchase under para 4 of the PPP-MII Order, 2017 shall be Rs. 1 crore.
b. Local value addition through services such as transportation, insurance, installation, commissioning, training and after sales services support like AMC/ CMC etc. shall continue to be considered in local content calculation.
c. HP-HT operations in upstream oil and gas business activities shall be exempted from applicability of the Order.

3. This issues with the approval of Hon'ble Minister, Petroleum and Natural Gas.

****

APPENDIX – A2

POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS

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

1.0 Background

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

1.2 Definitions

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

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

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

1.6 Government for the purpose of the Policy means Government of India.

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

1.8 MoS shall mean Ministry of Steel, Government of India.

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

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

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

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

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

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

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

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

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

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

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

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

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

1.22 Domestic value addition requirement

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

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

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

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

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

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

1.29 Certification and audit

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

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

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

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

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

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

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

1.37 Sanctions

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

FORM-1

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

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

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

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

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

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

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

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

i. Name and details of the Bidder (Registered Office, Manufacturing unit location, nature of legal entity)
ii. Date on which this certificate is issued
iii. Iron & Steel Products for which the certificate is produced
iv. Procuring agency to whom the certificate is furnished (OIL)

v. Percentage of domestic value addition claimed and whether it meets the threshold value of domestic value addition prescribed
vi. Name and contact details of the unit of the manufacturer (s)
vii. Net Selling Price of the iron & steel products
viii. Freight, insurance and handling till plant
ix. List and total cost value of input steel (imported) used to manufacture the iron & steel products
x. List and total cost of input steel which are domestically sourced.
xi. Please attach domestic value addition certificates from suppliers, if the input is not in house.
xii. For imported input steel, landed cost at Indian port with break-up of CIF value, duties & taxes, port handling charges and inland freight cost.

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

Notes:

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

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

3.0 Domestic value addition requirement

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

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

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

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

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

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APPENDIX - A4

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

1.0 Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide office memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020 (order-Public Procurement no.1) has proclaimed the insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 w.e.f. 23rd July, 2020 and amended vide O.M. No. F.7/10/2021-PPD (1) dated 23.02.2023 (order public procurement no. 4) from Procurement Policy Division, Department of Expenditure, Ministry of Finance forwarded by Department of Public Enterprises vide O.M. No. F. No. DPE/7 (4)/2017-Fin dated 24.02.2023 regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence of India on matters directly or indirectly related thereto including national security. Bidders are requested to take note of the following clauses and submit their offers accordingly wherever applicable.

Bidders must submit duly sealed & signed undertaking as per format provided vide, "Exhibits - I, II & III" along with the technical bid.

1.0 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 [Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)]. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent: authority to be eligible to bid in this tender.

2.0 "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' m certain contexts) means any person or from or company, including any 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.

3.0 "Bidder (or entity) 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 A natural person who is a citizen of such a country; or
f. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

4.0 The beneficial owner for the purpose of para 3.0 above will be as under:

4.1 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 percent 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 shareholder's agreements or voting agreements.

4.2 In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

4.3 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 of or entitlement: to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4.4 Where no natural person is identified under (4.1) or (4.2) or (4.3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

4.5 In case of a 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.

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

6.0 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

7.0 Validity of Registration: The registration should be valid at the time of submission of bid and at the time of acceptance of bid. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.

8.0 Undertaking regarding compliance: The bidders are required to provide undertakings as per **Exhibits - I, II & III** along with their bid towards compliance of the above guidelines for participation in this tender. If the undertakings given by a bidder whose bid is accepted is found to be false, this would be a ground for debarment/ action as per OIL's Banning Policy and further legal action in accordance with law.

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PROFORMA – 1

BID SECURITY FORM

To:
M/s. OIL INDIA LIMITED,
MATERIALS DEPARTMENT

Whereas ..... (hereinafter called 'the Bidder') has submitted their Bid No. ..... dated..... against OIL INDIA LIMITED, DULIAJAN, ASSAM, INDIA (hereinafter called the Purchaser) 's tender No..... for the supply of ..... (hereinafter called 'the Bid')
KNOW ALL MEN by these presents

That we .....of .....having our registered office at ..... (hereinafter called 'the Bank') are bound unto the Purchaser, in the sum of ..... for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the said Bank this .....day of .....

THE CONDITIONS of this obligation are :

1. If the Bidder withdraws their Bid during the period of Bid validity specified by the Bidder,
or
2. If the Bidder, having been notified of the acceptance of their bid by the Purchaser during the period of bid validity :
   a) fails or refuses to accept the order ; or
   b) fails or refuses to furnish the performance security
   or
3. If the Bidder furnishes fraudulent document/information in their bid.

We undertake to pay to the Purchaser up to the above amount upon receipt of their first written demand (by way of letter /fax/Email) without the Purchaser having to substantiate their demand, provided that in their demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of any of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including _____ (Bidder to indicate specific date as mentioned in the tender), and any demand in respect thereof should reach the Bank not later than the above date.

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

Notwithstanding anything contained herein:

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

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

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

Date: _____
Place: _____

****

PROFORMA – 1 (A)

BID SECURITY DECLARATION

To,

M/s. Oil India Limited
……..,
…….

Sub: ……
Tender No:…….

Dear Sir,

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

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

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

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

2. having been notified of the acceptance of our Bid by the OIL INDIALIMITED during the period of bid validity:

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

3. having indulged in corrupt/fraudulent/collusive/coercive practice as per procedure.

Place:
Date:

[Signature of Authorized Signatory of Bidder]

Name:
Designation:
Seal:

****

PROFORMA – 2

MODIFIED IP DOCUMENT DATED 30.05.2025

INTEGRITY PACT

Between

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

And

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

Preamble:

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

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

Section: 1 -Commitments of the Principal

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

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

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

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

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

Section: 2 -Commitments of the Bidder~~/Contractor~~

(1) The Bidder commits itself to take all measures necessary to prevent corruption. During his participation in the tender process, the Bidder commits himself to observe the following principles:

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

(ii) The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications,

Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

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

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

(v) Bidders to disclose any transgressions with any other public/government organization that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgressions (s) is/are to be reported by the bidders shall be the last **three years** to be reckoned from date of bid submission. The transgression (s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.

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

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

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

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

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

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

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

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

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

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

5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties or as mentioned in Section 9 - Pact Duration whichever is later. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

Section 4 -Compensation for Damages

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

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

Section 5 -Previous transgression

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

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

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

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

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

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

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

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

Section: 8 -External Independent Monitor/Monitors

(1) The Principal appoints competent and credible Independent External Monitor (IEM) for this Pact.

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

(3) The Bidder accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder. The Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

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

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

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

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

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

(9) In case of any complaints referred under IP Program, the role of IEMs is advisory and the advice of IEM is non-binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP.

Section:9 -Pact Duration

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

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

Section:10 -Other provisions

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

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

(3) In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the principal contractor shall be solely responsible for the adherence to the provisions of IP by the sub-contractor (s).

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

…….	**……..**
For the Principal	**For the Bidder/Contractor**
Date :	Witness 1: .....
Place :	Witness 2: .....

****

PROFORMA – 3

PERFORMANCE SECURITY FORM

To:
M/s. OIL INDIA LIMITED,
MATERIALS DEPARTMENT

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

Notwithstanding anything contained herein:

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

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

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

Date: _____
Place: _____

****

UNDERTAKING BY VENDOR ON SUBMISSION OF BANK GUARANTEE

To,

Oil India Limited,
Materials Department,
Duliajan, Assam - 786602

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

BG issuing bank details:

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

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

Authorized Signature: _____
Name: _____
Vendor Code: _____
Email ID: _____
Mobile No.: _____

Enclosure: Original bank guarantee

****

PROFORMA - 4

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

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

Ref. No_____ Date _____

To,

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

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

Sir,

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

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

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

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

Signature of Authorised Signatory

Name :
Designation :
Phone No.
Place :
Date :

(Affix Seal of the Organization here, if applicable)

Format for Undertaking by Bidders towards compliance of Order No. F.7/10/2021-PPD (1) dated 23.02.2023 issued by Department of Expenditure, Ministry of Finance, Govt. of India

Exhibit - I

UNDERTAKING TOWARDS COMPLIANCE OF PROVISIONS FOR RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH INDIA

We, M/s _____ , have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; we certify that we are not from such a country/or if from such a country, have been registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and are eligible to be considered. (*wherever applicable, evidence of valid registration by the Competent Authority shall be attached*)

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)

****

Exhibit – II

UNDERTAKING FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTIONG

We, M/s _____ , have read the clause regarding restnct10ns on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such-countries, we certify that we are not from such a country/or if from such a country, have been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered. (*wherever applicable, evidence of valid registration by the Competent Authority shall be attached*)

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)

****

Exhibit – III

ADDITIONAL UNDERTAKING BY BIDDER IN CASES OF SPECIFIED TRANSFER OF TECHNOLOGY

We, M/s _____ , have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that we do not have any ToT arrangement requiring registration with the competent authority.

OR

We, M/s _____ , have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement:. We certify that we have valid registration to participate in this procurement. (*Evidence of valid registration by the Competent Authority shall be attached*)

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

****

PROFORMA - 6

FORM NO. 10F

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

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

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

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

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

Signature: ……
Name: ……
Address: ……
Permanent Account Number or Aadhaar Number ……

Verification

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

Verified today the …….. day of……

……

Signature of the person providing the information

Place: ……

Notes **:**

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

PROFORMA - 7

(On the official Letter Head of the Bidder)

NO BUSINESS CONNECTION OR PERMANENT ESTABLISHMENT CERTIFICATE

Date:

To

Oil India Limited
Duliajan, Assam
India - 786602

Sir,

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

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

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

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

For ……

Authorised Signatory

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

Definition of Business Connection

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

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

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

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

PROFORMA - 8

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

Ref: Clause No. A.2 (3.0) - Financial Criteria of the BEC
Tender No.: _____

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

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

Place :…….
Date :……. **Signature of the authorized signatory**

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

PROFORMA – 9

CERTIFICATE OF ANNUAL TURNOVER & NETWORTH

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

TO WHOM IT MAY CONCERN

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

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

Annual Financial Turnover of the bidder from operations shall mean: "Aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91).

Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium – Aggregate value of accumulated losses (excluding revaluation reserves) – deferred expenditure – Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation"

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

Place:
Date:
UDIN:
Seal:

Membership Code & Registration No.:
Signature

Applicable for Global Tenders.

PROFORMA – 10

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

DEED OF GUARANTEE

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

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

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

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

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

PROFORMA - 11

PROFORMA OF AUTHORISATION LETTER FOR ATTENDING TENDER OPENING

Ref No. Date

TO,
GM- MATERIALS
MATERIALS DEPARTMENT
P.O. DULIAJAN, PIN-786602
DIST. DIBRUGARH, ASSAM, INDIA

Dear Sir,

Sub: OIL's Tender No. _____

For _____Mr _____has been authorized to be present at the time of opening of above tender due on at on my/our behalf.

Yours faithfully

Signature of Bidder

Name: Designation :

For & on behalf of :

Copy to: Mr _ _ _ _ _ _ for information and for production before the (MM) at the opening of bids.

****

PROFORMA – 12

EXCEPTION / DEVIATION PROFORMA

OIL expects the bidders to fully accept the terms and conditions of the bidding documents. However, should the bidder experience some exception and deviations to the terms of the bidding documents, the same should be indicated here and put in unpriced bid. In order to be considered responsive, Bidder's offer must specifically include the following statement :

(a) We certify that our offer complies with all NIT requirements and specifications without any deviations.

Or

(b) We certify that our offer complies with all NIT requirements and specifications with the following deviations :

Clause No. of Bidding Document	Full compliance/ not agreed	Exception/ deviations taken by the Bidders	Remarks

Signature of the Bidder

Name :

Seal of the company

****

PROFORMA – 13

UNDERTAKING FOR LOCAL CONTENT
(To be submitted in the letter head of the bidder)

Tender No. _____

We,_____ (Name of the bidder) have submitted Bid against Tender No. _____dated _____ for_____. We hereby undertake that we meet the mandatory minimum local content requirement as mandated by Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India as revised vide Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 (and as amended time to time) with modifications as notified vide MoPNG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022 (including subsequent amendments thereof, if any). The percentage of Local Content is _____%.

We further declare that the percentage of Local content for the tendered Goods/Services has been calculated in conjunction with the directive issued by Ministry of Petroleum and Natural Gas vide notification no. FP-20013/2/2017-FP- PNG-Part (4) (E-41432) dated 26.03.2024.

For and on behalf of _____
Authorized signatory _____
Name _____
Designation _____
Contact No. _____

****

PROFORMA – 14

LETTER OF AUTHORITY

TO,
GM- MATERIALS
MATERIALS DEPARTMENT
P.O. DULIAJAN, PIN-786602
DIST. DIBRUGARH, ASSAM, INDIA

Dear Sir,

Sub: OIL's Tender No. _____

We _____of _____ confirm that Mr. _____ (Name and address) is authorised to represent us to Bid, negotiate and conclude the agreement on our behalf with you against OIL's Tender No. _____for any commercial /Legal purpose etc.

We confirm that we shall be bound by all and whatsoever our said representative shall commit.

Authorised Person's Signature: _____
Name: _____
Designation: _____

Yours faithfully,
Signature:
Name & Designation _____
For & on behalf of _____

Note: This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person competent and having the power of attorney (power of attorney shall be annexed) to bind such Bidder.

****

Proforma – 15

UNDERTAKING FOR BIDDERS FINANCIAL STANDING

TO,
GM- MATERIALS
MATERIALS DEPARTMENT
P.O. DULIAJAN, PIN-786602
DIST. DIBRUGARH, ASSAM, INDIA

Dear Sir,

Sub: OIL's Tender No. _____

We, _____ (Name of the bidder) have submitted Bid against Tender No. _____dated _____**.** We hereby undertake that we are not under liquidation, court receivership or similar proceedings, we are not bankrupt.

For and on behalf of _____
Authorized signatory _____
Name _____
Designation _____
Contact No. _____

****

Proforma – 16 A

DECLARATION THAT BIDDER IS NOT UNDER HOLIDAY LIST/DELISTED/BLACKLISTED/DEBARRED

To,
GM- MATERIALS
MATERIALS DEPARTMENT
P.O. DULIAJAN, PIN-786602
DIST. DIBRUGARH, ASSAM, INDIA

TENDER NO. _____

Tender Description: _____

Sub: Undertaking/Declaration regarding Holiday List, debarment etc.

Ref: Tender No. _____

a) We, ____(Name of the bidder) solemnly affirm that we have read and understood OIL's Banning Policy as available at OIL's website https://www.oil-india.com/banning-policy and accept the Banning Policy in toto without any demur, protest, reservations and agree to be bound by the said Policy.

b) We, hereby declare that neither our company nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently put on holiday list/banning list by OIL debarring us/them from carrying on business dealings with OIL.

c) We, also hereby declare that neither our company nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, have not been involved in any previous transgressions in the last 3 years with any other company in any country conforming to the TI (Transparency International) approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

d) We, disclose the following allied concerns, partners or associates or directors or proprietors involved in any capacity in terms of the definition of Allied firms given in the "Banning Policy" of Oil India Limited:

Sl. No.	Name	Address	PAN No.	GST No.	OIL Vendor Code

Place: _____
Date: _____

_____
(Name & Signature of the authorized signatory of the bidder)

****

Proforma – 16 B

PROFORMA OF DECLARATION OF NCLT / NCLAT /DRT /DRAT/ COURT RECEIVERSHIP/ LIQUIDATION

TO,
GM- MATERIALS
MATERIALS DEPARTMENT
P.O. DULIAJAN, PIN-786602
DIST. DIBRUGARH, ASSAM, INDIA

Dear Sir,

Sub: OIL's Tender No. _____

We hereby declare that we are not undergoing insolvency resolution process or liquidation or bankruptcy proceeding as on date. In respect of corrupt or fraudulent practice (s), except as indicated below:-

(Here give particulars of blacklisting or holiday listing and /or inquiry and in the absence thereof state "NIL")

In understood that if this declaration is found to be false in any particular , Oil India Limited shall have the right to reject my / our bid, and if the bid has resulted in a contract, the contract is liable to be terminated without prejudice to any other right or remedy (include blacklisting or holiday listing) available to Oil India Limited.

For and on behalf of _____
Authorized signatory _____
Name _____
Designation _____
Contact No. _____

****

Proforma - 17

PROFORMA FOR UNDERTAKING FROM THIRD PARTY DOCUMENT VERIFICATION INSPECTION AGENCY

(To be submitted on official letter head)

TO,
GM- MATERIALS
MATERIALS DEPARTMENT
P.O. DULIAJAN, PIN-786602
DIST. DIBRUGARH, ASSAM, INDIA

Sir

SUB : OIL's tender No. …….

M/s_____having registered office at _____intend to participate in the above referred tender of OIL INDIA LIMITED.

The tender conditions stipulated that the bidder shall submit documents pertaining to Bid Evaluation Criteria / Bid Rejection Criteria (BEC / BRC), duly verified and certified by designated independent Third Party Document Verification Inspection Agency.

In this regard , we hereby certify that copies of documents pertaining to Bid Evaluation Criteria / Bid Rejection Criteria (BEC / BRC), submitted to us by the bidder. M/s _____have been verified and certified by us with originals and found to be genuine and authentic. We have signed and stamped on the copies of all the verified and certified documents having_____nos. pages.

Note: In the event of any requirement, OIL reserves the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL.

Thanking you,

Authorized Person's Signature:_____

Name:_____

****

Proforma – 18

FORMAT FOR BANK GUARANTEE LINKED WITH ADVANCE PAYMENT

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

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

AND WHEREAS it has been stipulated by you in the said Contract that the Seller shall furnish you with a Bank Guarantee from a recognized Bank for the sum specified therein as security for advance payment in accordance with the Contract.

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

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

This Guarantee is valid until the ..... day of .....

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

A. Issuing Bank

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

B. Controlling Office

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

Signature & Seal of the guarantors

Date ……..

…… Witness

****

Proforma – 19

PROFORMA OF "INSURANCE SURETY BOND" FOR "BID SECURITY"

(To be stamped in accordance with the Stamp Act)

To **M/s OIL INDIA LIMITED,** **Address:** **PIN- XXXXXXX**	**Insurance Surety Bond (ISB) No.**	
	Date of ISB	
	ISB Valid up to (Expiry date)	
	Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)	
	Stamp Sl. No./e-Stamp Certificate No.	

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company's) Tender No. _____ KNOW ALL MEN BY these presents that we _____ (Name & address of the "Insurer") _____ having our registered office at _____ (hereinafter called " Insurer "), its successors and assignees, unconditionally and irrevocably undertake to pay forthwith to the Company an amount of Rs. …… (Rupees …….. only) (hereinafter referred to as the "Surety Bond") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder shall fail to fulfil or comply with all or any of the conditions mentioned below or referred in the Tender document in this regards.

Any such written demand made by the Company stating that the Bidder is in default of the due and faithful fulfilment and compliance with the aforesaid conditions shall be final, conclusive and binding on the Surety, Insurer.

SEALED with the said Insurer this _____day of _____20 _____

THE CONDITIONS of these obligations are:

1. If the Bidder withdraws their Bid within its original/extended validity; or

2. The Bidder modifies/ revises their bid suomoto; or

3. The Bidder does not accept the contract; or

4. The Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/contract; or

5. If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice.

NOW, THEREFORE, the Surety Insurer hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Surety Insurer or any absorption, merger or amalgamation of the Bidder or the Surely Insurer with any other person.

2. In order to give full effect to this Surety Bond, the Company shall be entitled to treat the Surety Insurer as the principal debtor:

3. The Surety Insurer declares that it has the power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.

4. Notwithstanding anything contained herein:

a) The Insurer's liability under this Insurance Surety Bond shall not exceed (currency in figures) . . . . . (currency in words only).

b) This Insurance Surety Bond shall remain in force upto _____ and any extension(s) thereof; and

c) The Surety insurer shall be released and discharged from all liability under this Insurance Surety Bond unless a written claim or demand is issued to the insurer on or before the midnight of …….. (indicate date of expiry of claim period which includes minimum **three months** from the expiry of this Insurance Surety Bond) and any extension(s) thereof. If a claim has been received by us within the said date, all the rights of Company under this Insurance Surety Bond shall be valid and shall not cease until we have satisfied that claim.

In witness whereof the insurer, through its authorized officer, has set its hand and stamp on this

_____day of_____20____at_____.

Witness: **Issuing Authority:**

…… ……

(Signature) Signature of the Authorised Signatory)

…… ……

(Name) (Name)

…… ……

(Designation & official address) (Designation with Insurer Stamp)

Authorised Vide

Power of Attorney No……

Date.....

INSTRUCTIONS FOR FURNISHING "BID SECURITY DEPOSIT" BY "INSURANCE SURETY BOND"

a) The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

b) The Company shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

c) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

d) The expiry date and values should be arrived at in accordance with instructions provided in the "Forwarding Letter" of the Tender.

e) The Insurance Surety Bond by bidders will be given from Insurer as specified in the Tender.

f) A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that the said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser at its address as mentioned at "ITB".

g) Bidder must indicate the full postal address of the Insurer along with the Insurer's E-mail / Phone from where the Insurance Surety Bond has been issued.

h) Bidder must indicate Name, Address, Contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom / where the Surety Bond can be got confirmed by the Company.

PROFORMA OF "INSURANCE SURETY BOND" FOR "PERFORMANCE SECURITY"

(To be stamped in accordance with the Stamp Act)

To **M/s OIL INDIA LIMITED,** **Address:** **PIN- XXXXXXX**	**Insurance Surety Bond (ISB) No.**	
	Date of ISB	
	ISB Valid up to (Expiry date)	
	Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)	
	Stamp Sl. No./e-Stamp Certificate No.	

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

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with an Insurance Surety Bond (ISB) as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we (May incorporate the Insurer) have agreed to give the Contractor such an Insurance Surety Bond; NOW THEREFORE we hereby affirm that we are Insurer on behalf of the Contractor, up to a total of (Amount of ISB 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 stating the default/breach committed by the Contractor 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 ISB, and we hereby waive notice of such change, addition or modification.

NOW, THEREFORE, the Surety Insurer hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Surety Bond shall not be affected by any change in the constitution or winding up of the Contractor or the Surety Insurer or any absorption, merger or amalgamation of the Contractor or the Surely Insurer with any other person.

2. In order to give full effect to this Surety Bond, the Company shall be entitled to treat the Surety Insurer as the principal debtor.

3. The Surety Insurer declares that it has the power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.

4. Notwithstanding anything contained herein:

a) The Insurer's liability under this Insurance Surety Bond shall not exceed (currency in figures) ..... (currency in words only) . . . . .

b) This Insurance Surety Bond shall remain in force upto _____ and any extension(s) thereof; and

c) The Surety insurer shall be released and discharged from all liability under this Insurance Surety Bond unless a written claim or demand is issued to the insurer on or before the midnight of

…….. (indicate date of expiry of claim period which includes minimum **three months** from the expiry of this Insurance Surety Bond) and any extension(s) thereof. If a claim has been received by us within the said date, all the rights of Company under this Insurance Surety Bond shall be valid and shall not cease until we have satisfied that claim.

In witness whereof the insurer, through its authorized officer, has set its hand and stamp on this

_____day of_____20___at _____.

Witness: **Issuing Authority:**

…… ……

(Signature) Signature of the Authorised Signatory)

…… ……

(Name) (Name)

…… ……

(Designation & official address) (Designation with Insurer Stamp)

Authorised Vide

Power of Attorney No……

Date.....

INSTRUCTIONS FOR FURNISHING "PERFORMANCE SECURITY DEPOSIT" BY "INSURANCE SURETY BOND"

a) The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

b) The Company shall be the Creditor, the Contractor shall be the Principal debtor and the Insurance company/ Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

c) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Contractor / Insurer issuing the Insurance Surety Bond.

d) The expiry date and values should be arrived at in accordance with instructions provided in the "Forwarding Letter" of the Tender.

e) The Insurance Surety Bond by Contractors will be given from Insurer as specified in the Tender.

f) A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that the said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser at its address as mentioned at "ITB".

g) Contractor must indicate the full postal address of the Insurer along with the Insurer's E-mail / Phone from where the Insurance Surety Bond has been issued.

h) Contractor must indicate Name, Address, Contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom / where the Surety Bond can be got confirmed by the Company.

****

Proforma – 20

Format for Sustainable Development (SD) and Environment, Social & Governance (ESG) Questionnaire.

Explanatory Note-ESG Questionnaire for Suppliers & Vendors

1 Emissions Reporting

What are Greenhouse Gas (GHG) Emissions?

Greenhouse gas (GHG) emissions refer to gases that trap heat in the Earth's atmosphere, contributing to global warming and climate change. These include carbon dioxide (CO2), methane (CIL), and nitrous oxide (N2O), among others. GHG emissions are generated from various sources, such as burning fossil fuels, industrial activities, and deforestation.

What are Scope 1 and Scope 2 Emissions?

- **Scope 1 Emissions:** Direct emissions from sources owned or controlled by your company (e.g., fuel combustion in company-owned vehicles, boilers, and generators).
- **Scope 2 Emissions:** Indirect emissions from purchased electricity, steam, heating, and cooling consumed by your company. These emissions occur at the power generation source but are attributed to your business due to electricity consumption.

How to Calculate GHG Emissions?

Emissions are typically calculated using the following formula:
GHG Emissions (kg CO2e) = Consumption data x Emission Factor

- **Consumption Data:** Fuel consumption (liters), electricity use (kWh), etc.
- **Emission Factor:** Standard values published by organizations like the IPCC

Examples:

1. **Fuel Consumption-Based Calculation (Scope 1):**
   - If you use 1,000 liters of diesel in company vehicles, and the emission factor for diesel is 2.68 kg CO2e per liter, your emissions are: 1,000x2.68=2,680 kg CO2e
2. Electricity Consumption-Based Calculation (Scope 2):
   - If your facility consumes 5,000 kWh of electricity, and the emission factor for your electricity provider is 0.4 kg CO_2e per kWh, your emissions are: 5,000x0.4=2,000 kg CO_2e

Sample Responses:

Question	Sample Response
What was the GHG emission for FY24	**a)** Scope 1: 10,500 kg CO2e **b)** Scope 2: 8,200 kg CO2e
What was the GHG emission per unit revenue for FY24?	a) Scope 1: 2.5 kg CO2e per INR 1,000 revenue **b)** Scope 2: 1.8 kg CO2e per INR 1,000 revenue

Questionnaire for vendors and suppliers			Response
1. Emissions	What was the GHG emission for the last financial year ?	a) Scope 1 GHG emissions (kg CO_2e)	
		b) Scope 2 GHG emissions (kg CO_2e)	
	What was the GHG emission per unit of revenue for the last financial year?	a) Scope 1 GHG emissions (kg CO_2e)	
		b) Scope 2 GHG emissions (kg CO_2e)	
2. Decarbonization strategy & targets	Do you have a Net Zero target? If yes, please state the year		
	Do you have an emissions reduction target? If yes, are the targets absolute emissions based, or intensity based?		
	Please state the target for reduction in next financial year	a) Scope 1 GHG emissions/emissions intensity	
		b) Scope 2 GHG emissions/emissions intensity	
	Please provide information on a few decarbonization initiatives undertaken (describe the initiatives and their respective impact)		
3. Waste & Water Mgt.	Do you have any initiatives for waste management including solid wastes, liquid wastes and hazardous waste?		
	Do you have any initiatives for water management including monitoring of water consumption and withdrawals, and if applicable, treatment of wastewater?		
4. Disclosures	Are your current emissions verified? If yes, please name the assuring body		
	Are your emissions targets validated (eg: SbTi)? If yes, please name the methodology		
	Are you rated by any of the ESG rating agencies? If yes, please specify the agency and rating		

Suppliers and vendors may refer to the explanatory note for any questions or clarifications pertaining to any of the questions above.

2 Decarbonization Strategy & Targets

Net Zero and Emission Reduction Targets

- **Net Zero Target:** A Net Zero target refers to a commitment to reducing emissions to as close to zero as possible, with residual emissions offset by carbon capture or other means. OIL would like to know if your organization has set any targets of becoming net zero, and if so, what is the targeted year.

- **There are 2 types of defining the target:**

  Absolute Reduction: A fixed percentage decrease in emissions over a period (e.g., 10% reduction by 2030).
  Intensity-Based Reduction: Reduction in emissions per unit of production or revenue (e.g., 15% reduction per product by 2025).

Sample Responses:

Question	Sample Response
Do you have a Net Zero target? If yes, please state the year	Yes, by 2040
Do you have an emissions reduction target? If yes, are the targets absolute emissions based, or intensity based?	Yes, we aim for an absolute 40% reduction by 2030, and 100% by 2040
Please state the target for reduction in FY24.	a) Scope 1: 10% absolute reduction b) Scope 2: 10% absolute reduction
Please provide information on a few initiatives undertaken (describe the initiatives)	Afforestation EV inclusion Electrification of gas-based equipment Renewable energy setup
How much of the reduction targets have been achieved till date? (eg: more than 80% achieved, less than 20% etc)	~5 % reduction has been achieved

3. Waste & Water

Management Waste

Management Initiatives

In order to answer the question regarding waste management initiatives, vendors and suppliers may mention few of the initiatives that their organizations have undertaken that may include (but are not limited to):

- Recycling and reusing materials
- Proper disposal of hazardous waste
- Reducing landfill waste through composting or waste-to-energy programs

Water Conservation Initiatives

Similar to the waste management initiatives, in order to answer the question regarding water conversation initiatives, vendors and suppliers may mention few of the initiatives that their organizations have undertaken that may include (but are not limited to):

- Monitoring water consumption with meters
- Installing water-efficient fixtures
- Treating wastewater before discharge

Sample Responses:

Question	sample Response
Do you have any initiatives for waste management including solid wastes, liquid wastes and hazardous waste?	Yes, we recycle 60% of our production waste and have SOPs in place for proper dispose of hazardous materials.
Do you have any initiatives for water management including monitoring of water consumption and withdrawals, and if applicable, treatment of wastewater?	Yes, we have meters to monitor water withdrawals and have a wastewater treatment process.

4. Disclosures

Verification & **Validation of Emissions Data**

- **Current emissions verification:** There are certain third-party agencies that verify an organization's emissions. These organizations provide independent assessments to ensure transparency and accuracy in emissions reporting. Verification by such agencies enhances credibility and aligns businesses with best sustainability practices. In case your organization's current emissions are validated by such a third-party agency, please specify the name of such an agency.

- **Emissions target validation:** If you have a target of reducing your carbon footprint, certain organizations validate the roadmap of achieving a lower carbon footprint. In case you have prepared a roadmap and submitted it to SBTi or Transition Pathways Initiatives, and have received certificates that have validated the targets, please specify the agency that has validated your targets.

- **ESG Ratings:** Certain agencies assess organizations based on their disclosures, monitoring capabilities, and control measures, among other factors. Some of these agencies, such as CDP and S&P, are globally recognized for their ratings. If your organization has received a rating from any of these agencies, please specify the agency's name and your assigned rating.

Sample Responses:

Question	Sample Response
Are your current emissions verified? If yes, please name the assuring body	Yes, verified by XYZ agency
Are your emissions targets validated (eg: SbTi)? If yes, please name the methodology	Yes, validated by SBTi
Are you rated by any of the ESG rating agencies? If yes, please specify the agency and rating	Yes, CDP rating: D.

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Proforma-21

TO
GM-MATERIALS (HoD)
Materials Department
P.O. DULIAJAN, PIN-786602
Dist. Dibrugarh, Assam India

SUB: Tender No. SDG0093P26 dated 22.08.2025 for procurement of Premium Bits on "as and when required basis" under Rate Contract

We _____ (name of the supplier) hereby confirm that rates quoted by us for the subject goods and services are the same and not higher than those quoted with other Government, public sector or private organizations. We further undertake that in case we quote a lower rate to other Governments, public sector or private organizations for the subject goods and services during currency of the contract, we shall reimburse the excess amount.

Authorised Person's Signature: _____

Name: _____

Yours faithfully,

Signature: _____

Name & Designation _____

For & on behalf of _____

NOTE: This undertaking shall be on printed letter head of the bidder and shall be signed by a person competent and having the power of attorney (Power of attorney shall be annexed) to bind such Bidder