



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

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TENDER NO. SSG1976P23/P3

DATE: 07.11.2022

INVITATION TO e-BID

Dear Sirs,

OIL invites online International Competitive Bids (ICB) under Single Stage Two Bid System for supply of **Tube Retrieval, Surface Controlled, Sub-Surface Safety Valve (TR-SCSSSV) with Accessories** through e-Procurement. The details of the tender are as under:

1. Details of items with specification, quantity and special notes are given in **Annexure**.
2. General terms and Conditions of the tender are as per attached document No. MM/GLOBAL/E-01/2005-July2012.
3. The prescribed Bid Forms for submission of bids are available in the tender document folder. Technical Checklist and Commercial Checklist vide Annexure IV must be filled-up and submitted along with the technical bid.
4. Type of Bidding : **SINGLE STAGE TWO BID SYSTEM**
5. Performance Security : **Applicable**
6. Bid Closing/Opening Date : **14.12.2022**
7. Type of Tender : **International Competitive Bidding**
8. Bid Security : **Not Applicable (However filling up of Bid Securing Declaration is necessary)**
9. Bid Security Validity : **Not Applicable**
10. Bid Validity : **Minimum 120 days from the Bid Closing Date**
11. Integrity Pact : **Applicable**

Special Note:

- 1.0** The tender will be governed by “General Terms & Conditions” for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005-July2012 for E-procurement (ICB Tenders) including Amendment and Addendum.
- 2.0** Please note that all tender forms and supporting documents are to be submitted through OIL’s e-Procurement site only except following documents which are to be submitted manually (*in addition to uploading in e-tender portal*) in sealed envelope super-scribed with Tender No. and Due date to **The GM Materials-(HoD), Materials Department, Oil India Limited, Duliajan-786602, Assam** on or before **13:00 Hrs (IST)** on the Bid Closing Date mentioned in the Tender.

- a) Original Bid Security/EMD (if applicable)
- b) Voluminous document, if any, like Literature, Detailed Catalogue of the products etc.
- c) Any other document required to be submitted in original as per tender requirement.

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

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

- 8.0** 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.
- 9.0** Please refer to Annexure-CCC (BEC/BRC) applicable against this tender. Please ensure compliance to BEC/BRC and submit the requisite documentation, failing which, offer may be liable for rejection.
- 10.0** To ascertain substantial responsiveness of the bid, OIL reserves the right to ask the bidder for clarifications in respect of Clauses covered under the BRC also and such clarifications fulfilling the BRC clauses must be received on or before the deadline given by the company, failing which, the offer will be summarily rejected.
- 11.0** The prices of the items should be quoted as per Annexure P and uploaded separately under the tab “Notes & Attachment”.
- 12.0** Bid must be submitted electronically only through OIL's e-procurement portal. Bid submitted in any other form will be rejected.
- 13.0** Please refer to the "New Vendor Manual (effective 12.04.2017)" available in the login Page of the OIL's E-tender Portal.
- 14.0** OIL INDIA LIMITED (OIL) has upgraded its E-tender Portal. All the bidders are requested to go through the following two documents before uploading their bid. These documents are also uploaded as part of NIT.
- 15.1 Guidelines to Bidders for participating in OIL.
- 15.2 Instruction to bidder for submission.
- 15.0** **Bids received in physical form against online invitation through e-portal shall be rejected** (except the documents specifically called for in hard copies, if any). Similarly, Bids received after the bid closing date and time shall be rejected. Also, modifications to bids received after the bid closing date & time shall not be considered.
- 16.0** Revision, clarification, addendum, corrigendum, time extension etc to the tender will be hosted on OIL website only. No separate notification shall be issued. Bidders are requested to visit OIL website regularly to keep themselves updated.

Yours Faithfully,

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

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

Tender No. & Date : SSG1976P23/P3 07.11.2022

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

Bidding Type : Two Bid

Bid Closing On : 14.12.2022 at 13:00 hrs. (IST)

Bid Opening On : 14.12.2022 at 13:00 hrs. (IST)

Performance Guarantee : Applicable

OIL INDIA LIMITED invites Global tenders for items detailed below:

Item No./ Mat. Code	Material Description	Quantity	UOM
10 05188290	<p>TUBING RETRIEVABLE TYPE, SURFACE CONTROLLED SUB SURFACE SAFETY VALVES WITH ACCESSORIES CONFORMING TO API 14A STANDARD</p> <p>SCSSSV, 3.5" VAM TOP,L-80,9Cr - 1Mo. Tubing Retrievable Surface Controlled Sub Surface Safety Valve (SCSSSV) to run with 3.5 inch OD tubing, complete with integral or separate full bore no-go nipple of seal bore dia 2.8120(+0.003") inch suitable for installation of wire line safety valve having following features:</p> <ol style="list-style-type: none"> 1. Flapper type valve with straight through flow path, self-equalizing type, with metal to metal seal for body joints and between flapper and seat. 2. End connection: 3.5 inch, VAM Top Box X Pin. 3. Min ID 2.812(+/- 0.003"), Max OD 6.0". 4. Flapper security: The valve design should protect the flapper and the flapper pin from damage due to attempts to open the valve against pressure differential. The valve design should also protect the flapper sealing surface while snap closure. The flapper assembly to be protected from the flow path. 5. API monogrammed. 6. Material of construction: L80, 9 Cr.- 1 Mo. 7. Critical items metallurgy. <ol style="list-style-type: none"> a) Flapper - inconel 718/925. b) Flapper seat- inconel 718/925. c) Flapper pin - MP35N/ ELGILOY. d) Flapper spring - MP35N/ELGILOY. e) Power spring- X-750. 8. Suitable for 10000 psi WP, 275 ° F WT. 9. Average setting depth: 600 feet. 10. Single rod piston arrangement with non-elastomeric seals in hydraulic chamber. 11. Maximum pressure for hydraulic operating system: 3500 psi. 12. Control line connection ¼" NPT box (if any other type of connection is used then suitable connectors are to be provided for each valve). 13. Fail safe close mechanism. 14. With permanent lock open feature, to lock flapper in open position. In 	3	NO

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Item No./ Mat. Code	Material Description	Quantity	UOM
	<p>case, this feature exposes the well fluid to the control line/ annulus, then suitable pack-off, equal in quantity to the number of differential safety valve should be provided. Safety valve with any kind of puncturing of any part of the safety valve during permanent lock opening process is not acceptable.</p> <p>15. Class of service: API 14 A, Class- 2.</p> <p>16. The SCSSSV design should have a dedicated exercising profile in it.</p>		
20 05188292	<p>PERMANENT LOCK OPEN TOOL(PLO),3.5" SCSSSV.</p> <p>Suitable tool to lock out flapper permanent lock in SCSSSV mentioned under material code: 05-18-8290.</p> <p>1. If any additional attachment such as deposit sleeve is required for each lock out operation then such attachments should be supplied equal to 20% of number of safety valves in the particular group.</p> <p>2. Connection: 1.1/16" X 10 TPI and/ or 15/16" X 10 TPI.</p> <p>3. Suitable fishing Neck: Bidder to specify.</p>	2	NO
30 05188294	<p>REDRESS KITS FOR PLO, 3.5" SCSSSV.</p> <p>Redress kit must include, as per design of the manufacturer, all the sub-items required to redress the Differential safety valve (3.5" SCSSSV) for subsequent use.</p> <p>NOTE:</p> <p>Bidder shall provide the list of all the sub-items of Redress kit, indicating item description, part number and quantity.</p> <p>Bidder shall confirm that sub-items mentioned in the above redress- kit are sufficient for redressing of Permanent lock open tool for subsequent use.</p>	2	NO
40 05188302	<p>EXERCISING TOOL, 3.5" SCSSSV.</p> <p>The exercising tool shall have a profile corresponding to the profile of the SCSSSV mentioned under mat code: 05-18-8290.</p>	2	NO
50 05188336	<p>ACCESSORIES for 1/4" SEAMLESS CONTROL LINE</p> <p>Accessories for " Seamless & continuous control line, 1/4" OD X 0.035", 600 feet long,Stainless Steel 316 annealed, WP 5000 PSI, Suitable for operating temperature of 275 ° F", comprising of the following quantities:</p> <p>1. Four (04) rolls of Stainless steel 316 strip, each 100 ft long, 3/8 inch width,0.025 inch thick, for clamping control line to tubing.</p> <p>2. Four (04) boxes of Stainless steel 316 buckles, in boxes of 100 each, suitable for 3/8 inch strip.</p> <p>3. One (01) no. of SS strip Banding tool suitable for 3/8 inch strip, Make Bandit or equivalent, along with every 04 rolls of SS Strip (Sl. no. 1 above).</p> <p>4. Two (02) nos. Male connector, 1/4" tube X 1/4" NPT pin, Stainless steel 316, WP 5000 PSI, Test pressure 7500 PSI, Make: Parker/ Swagelock/ Hoke/ Gyrolock, along with every 04 rolls of SS Strip (Sl. no. 1 above).</p> <p>5. Two (02) nos. 1/4" tube plug (pin type) for capping tube end, Stainless steel 316, WP 5000 PSI, Test pressure 7500 PSI, Make: Parker/ Swagelock/ Hoke/ Gyrolock, along with every 04 rolls of SS Strip (Sl. no. 1 above).</p>	10	SET

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Item No./ Mat. Code	Material Description	Quantity	UOM
	<p>6. Two (02) nos. 1/4 inch tube plug (box type), Stainless steel 316, WP 5000 PSI, Test pressure 7500 PSI, Make: Parker/ Swagelock/ Hoke/ Gyrolock, along with every 04 rolls of SS Strip (Sl. no. 1 above).</p> <p>7. Eight (08) nos. Male connector, 1/4" tube X 1/2" NPT pin, Stainless steel 316, WP 5000 PSI, Test pressure 7500 PSI, Make: Parker/ Swagelock/ Hoke/ Gyrolock, along with every 04 rolls of SS Strip (Sl. no. 1 above).</p> <p>8. Four (04) nos. Union, 1/4" tube X 1/4" Tube Union, Stainless steel 316, WP 5000 PSI, Test pressure 7500 PSI, Make: Parker/ Swagelock/ Hoke/ Gyrolock, along with every 04 rolls of SS Strip (Sl. no. 1 above).</p> <p>9. Two (02) nos. tube fitting 3/4" NPT pin X 1/4" tube, Stainless steel 316, WP 5000 PSI, Test pressure 7500 PSI, Make: Parker/ Swagelock/ Hoke/ Gyrolock, along with every 04 rolls of SS Strip (Sl. no. 1 above).</p> <p>10. One (01) no. tube fitting 3/8" NPT pin X 1/4" tube, Stainless steel 316, WP 5000 PSI, Test pressure 7500 PSI, Make: Parker/ Swagelock/ Hoke/ Gyrolock, along with every 04 rolls of SS Strip (Sl. no. 1 above).</p> <p>11. Twenty (20) nos. Ferrule/ ferrule lock for 1/4" Tube, Stainless steel 316, WP 5000 PSI, Test pressure 7500 PSI, Make: Parker/ Swagelock/ Hoke/ Gyrolock, along with every 04 rolls of SS Strip (Sl. no. 1 above).</p> <p>12. One (01) no. Nipple, 1/4" NPT pin X 1/4" NPT pin 4" long, Stainless steel 316, WP 5000 PSI, Test pressure 7500 PSI, Make: Parker/ Swagelock/ Hoke/ Gyrolock, along with every 04 rolls of SS Strip (Sl. no. 1 above).</p> <p>13. Two (02) nos. Nipple, 1/2" NPT Pin X 1/2" NPT Pin 4" long, Stainless steel 316, WP 5000 PSI, Test pressure 7500 PSI, Make: Parker/ Swagelock/ Hoke/ Gyrolock, along with every 04 rolls of SS Strip (Sl. no. 1 above).</p> <p>14. Two (02) nos. 1/2" Needle valve, 1/2" NPT Box X 1/2" NPT Box ends, Stainless steel 316, WP 5000 PSI, Test pressure 7500 PSI, Make: Parker/ Swagelock/ Hoke/ Gyrolock, along with every 04 rolls of SS Strip (Sl. no. 1 above).</p> <p>15. One (01) no. 1/4" Needle valve, 1/4" NPT Box X 1/4" NPT Box ends, Stainless steel 316, WP 5000 PSI, Test pressure 7500 PSI, Make: Parker/ Swagelock/ Hoke/ Gyrolock, along with every 04 rolls of SS Strip (Sl. no. 1 above).</p> <p>16. One (01) no. Stainless steel 316, female tee, Size 1/2" X 1/2" X 1/2", WP 5000 PSI, Test pressure 7500 PSI, Make: Parker/ Swagelock/ Hoke/ Gyrolock, along with every 04 rolls of SS Strip (Sl. no. 1 above).</p> <p>NOTE: Vendor may collect sample of control line from indentor, if required.</p>		

Note description for item no./nos. : 10, 20, 30, 40, 50

SPECIAL NOTES:

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1. The SCSSSV shall be designed and manufactured conforming to API Std. 14A. Bidder to provide copy of valid API 14A license certificate along with the technical bid.
2. All the relevant product catalogue containing detail drawing of the offered items, installation/ running in procedured, list of spare parts, operation of all wireline tools offered, redressing procedures of tools, retrieval procedures of the SCSSSV etc. shall be submitted along with the technical bid.
3. All materials shall be inspected by any of OIL's approved Third Party Inspection Agency(viz. M/S Lloyds or M/S Bureau Veritas or M/S RITES or M/S DNV or M/S IRS only) covering the following aspects to ensure conformance to API 14-A Standard.
 - a) Metallurgy.
 - b) Elastomer(for SCSSSV only).
 - c) Threads (for SCSSSV only).
 - d) Performance properties (for SCSSSV only).
 - e) Dimensions.
 - f. Service Condition(for control line only).
- 3.1 Inspection report/ materials release note and all the relevant documents verified by the TPI agency shall be supplied to OIL along with the materials.
4. Relevant certification and functional test report of quoted model and size of SCSSSV from authorized test agency as per API- 14A SECTION-7 shall be submitted with the technical bid. Bidder to confirm that there is no substantial/ major changes in the design of the quoted model which is already certified. The test agency must be licensed by API or accredited in accordance with the requirement as per Para 7.2.4 of section-A of API-14A(Latest Edition).
5. Bidder to confirm the name of VAM Top Thread manufacturing mill and submit a copy of valid license to manufacture the VAM Top thread form of the mill.
6. Equipment Marking: In addition to standard manufacturer's markings, following must be die-Make, model and OIL's Purchase Order No.
7. Items with material codes 05188290, 8292, 8294, 8296, 8298, 8300 , 8302 & 8336 are to be procured from the same source for the reason of compatibility

Standard Notes:

1) Material codes 05188290,05188292,05188294, 05188336 & 05188302 are to be procured from same source for the reason of compatibility and hence items will be evaluated groupwise.

2) Third party Inspection(TPI)

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

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

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

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

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

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

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

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

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

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

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

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

Scope of TPI

Scope of Third party Inspection will include but not be limited to the following aspects to ensure conformance to API 14-A Standard.

- a. Metallurgy.
- b. Elastomer(for SCSSSV only).
- c. Threads (for SCSSSV only).
- d. Performance properties (for SCSSSV only).
- e. Dimensions.
- f. Service Condition (for control line only).

- 3) The tender will be governed by "General Terms & Conditions" for e-Procurement as per Booklet NO. Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders) including Amendment and Addendum.
- 4) The items covered by this enquiry shall be used by Oil India Limited in the PEL/ML areas which are issued/renewed after 01/04/99 and hence Nil Customs Duty against materials value of INR 1.00 Lakh and above & concessional IGST during import will be applicable. Indigenous bidder shall be eligible for concessional rate of GST (for invoice valuing INR 1.00 Lakh and above) against Essentiality Certificate wherever applicable, as per Notification No. 08/2022- Integrated/ Central Tax (Rate) dated 13th July, 2022. However, Indian bidders are requested to quote actual rate of GST with HSN Code.
- 5) The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The bidder has to submit both the "TECHNO-COMMERCIAL UNPRICED BID" and "PRICED BID" through electronic form in OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The Techno-Commercial Bid is to be submitted as per Scope of Work & Technical Specification of the Tender and the Priced Bid as per the Online Price Bid Format. The Techno-Commercial Bid should be submitted in the "Technical Rfx", while the prices are to be quoted in "Notes & Attachment" Tab.
- 6) No price should be given in the above Technical Rfx otherwise the offer will be rejected.
- 7) Bidders are required to quote with minimum validity of **120 days** from the Bid Closing Date as per NIT requirement. BIDS with lesser validity shall be rejected.
- 8) No Bid Security / Earnest Money Deposit (EMD) is required to be submitted against this tender. Instead of EMD/Bid Security, all the bidders shall be required to sign a **"Bid securing declaration"** accepting that if they withdraw or modify their Bids during the period of validity,

or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the NIT/Purchase order, they shall be suspended for the period of two (2) years. This suspension of two years shall be automatic without conducting any enquiry.

- 9) Bidders shall submit “Bid Securing Declaration” as per enclosed **PROFORMA-4** along with their Technical bids.

10) PERFORMANCE SECURITY:

Successful bidder shall be required to furnish a Performance Security equivalent to 3(three) percent (3%) of total Order Value within 30 days of receipt of LOI/notification of award. The performance security must be in the form of Bank Guarantee (PROFORMA -3) or in the form of a Bank Draft/Cashier’s cheque/Banker’s cheque to designated account of OIL or Fixed Deposit Receipt (account OIL INDIA LIMITED) or irrevocable Bank Guarantee or irrevocable Letter of Credit (LC) from:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a) Udyam Registration No. with Udyam Registration certificate

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

- 15) For availing benefits under Public Procurement Policy (Purchase preference), the interested MSE Bidders must ensure that they are the manufacturers of tendered item(s) and registered with the appropriate authority (as mentioned above) for the said item(s).
- 16) Please note that all tender forms and supporting documents are to be submitted through OIL's e-Procurement site only except following documents which are to be submitted manually (in addition to uploading in e-tender portal) in sealed envelope super scribed with Tender no. and Due date to The Head Materials, Materials Department, Oil India Limited, Duliajan- 786602, Assam on or before 13:00 Hrs (IST) on the Bid Closing Date mentioned in the Tender.
- a) Original Bid Security (if applicable).
 - b) Detailed Catalogue.
 - c) Any other document required to be submitted in original as per tender requirement.

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

- 17) Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidder's risk and may result in the rejection of its offer without seeking any clarifications.
- 18) Bidder's response to all NIT stipulations shall clearly be defined. Bidder shall furnish specific details/ specifications of all major components, systems with Make & Model; etc. Generalised response like - 'As per NIT Specifications/ Technical Leaflet', 'Noted', 'and Accepted' or in any similar fashion is not acceptable.
- 19) To ascertain the substantial responsiveness of the bid, OIL reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in Toto must be received on or before the deadline given by the company, failing which the offer will be summarily rejected.
- 20) Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide office memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020 (order-Public Procurement no.1) has proclaimed the insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 w.e.f. 23rd July, 2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence of India on matters directly or indirectly related thereto including national security. Bidders are requested to take note of the following clauses and submit their offers accordingly wherever applicable.

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

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

Validity of Registration:

In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.

II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

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

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

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

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

Explanation -

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

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

2. In case of a partnership firm, the beneficial owner is the natural person (s) who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of capital or profits of the partnership.

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

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

5. In case of trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

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

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

22) FURNISHING FRAUDULENT INFORMATION/ DOCUMENT:

(a) If it is found that a Bidder has furnished fraudulent document/information, the Bid Security/Performance Security shall be forfeited and the party will be debarred for a period of 3(three) years from date of detection of such fraudulent act, besides the legal action. In case of major and serious fraud, period of debarment may be enhanced.

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

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

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

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

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

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

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

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

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

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

- 25)** Revision, clarification, addendum, corrigendum, time extension etc. to the tender will be hosted on OIL website only. No separate notification shall be issued. Bidders are requested to visit OIL website regularly to keep them updated.
- 26)** Oil India Limited (OIL) has upgraded its E-tender Portal. As part of the new system, the intending bidder must have Encryption Certificate along with Digital Signature Certificate (DSC) of Class III [Organization]. The date for implementation of new system is 12th April 2017 and the requirement of the new DSC will be applicable for the tenders floated on 12th April 2017 onwards. All our current and prospective esteemed bidders are therefore requested to acquire Class III DSC [Organization] along with Encryption Certificate issued by any of the Licensed Certifying Authorities (CA) operating under Controller of Certifying Authorities (CCA) of India as per Indian IT Act 2000. Guideline for getting Digital Signature and other related information are available on the e-tender website www.oilindia.com. The bid signed using any other digital certificate or digital certificate without organization name of the bidder, will be liable for rejection.
- 27)** Encryption certificate is mandatorily required for submission of bid. In case bidder created response using one certificate (using encryption key) and bidder subsequently changes the digital signature certificate then the old certificate (used for encryption) is required in order to decrypt his encrypted response for getting the edit mode of his response. Once decryption is done, the bidder may use his new DSC certificate for uploading and submission of his offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of DSC certificate, Oil India Limited is not responsible.
- 28)** ONLINE VIEWING OF PRICE BY BIDDERS: For convenience of the qualified Bidders and to improve transparency, the rates/costs quoted by bidders against OIL's e-tenders shall be available for online viewing by such Bidders whose price bids are opened by Company. A Bidder can view item-wise rates/ costs of all other such peer bidders against the tender immediately after price bid opening, if the e-tender is floated by Company with PRICE CONDITION. In case the Price-Bid is invited by Company through attachment form under "Notes & Attachment" (i.e., NO PRICE Condition), Bidders must upload their detailed Price-Bid as per the prescribed format under "Notes & Attachment", in addition to filling up the "Total Bid Value" Tab considering the cost of all individual line items and other applicable charges like freight, tax, duties, levies etc. Under NO PRICE Condition (i.e. Price Bid in attachment form), the "Total Bid Value" as calculated & quoted by the Bidder shall only be shared amongst the eligible bidders and Company will not assume any responsibility whatsoever towards calculation errors/ omissions therein, if any. Notwithstanding to sharing the "Total Bid Value" or the same is whether filled up by the Bidder or not, Company will evaluate the cost details to ascertain the inter-se-ranking of bidders strictly as per the uploaded attachment and Bid

Evaluation Criteria only. Online view of prices as above shall be available to the Bidders only upto seven days from the date of Price-Bid opening of the e-tender.

- 29)** Bidders to take note of clause no. 21.1.3 of the General Terms & Conditions for E-procurement of Indigenous Tenders vide Booklet No. MM/LOCAL/E-01/2005 regarding transportation of materials.
- 30)** Bid must be submitted electronically only through OIL's e-procurement portal. Bid submitted in any other form will be rejected.
- 31)** Please refer to the "New Vendor Manual (effective 12.04.2017)" available in the login Page of the OIL's E-tender Portal.
- 32)** OIL INDIA LIMITED (OIL) has upgraded its E-tender Portal. All the bidders are requested to go through the uploaded document named "Guidelines & Instruction to bidders-MM-Global GTC" before uploading their bid.
- 33) Please refer Annexure-CCC for BEC/ BRC applicable against this tender. Please ensure compliance to BEC/ BRC and submit requisite documentation, failing which offer may be liable for rejection.**
- 34) The prices of the items should be quoted as per Annexure-P and uploaded separately under the tab "Notes & Attachment".**
- 35)** All the Bids must be Digitally Signed using "Class 3" digital certificate (e-commerce application) only as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. The bid signed using other than "Class 3" digital certificate, will be liable for rejection.

36) Note to Foreign bidders

37.1) TAX RESIDENCY CERTIFICATE CLAUSE:

1. In accordance with Income Tax Act, 1964 Foreign Bidders shall undertake in their Technical bid that in the event of placement of order on them, they shall submit below documents within 15 days from the date of issue of Purchase Order.

The documents are required to be furnished by OIL to Income Tax Department for complying with the requirements for making remittances to non-residents as per Income Tax Act, 1961 (as amended from time to time):

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

2. Payment to Foreign supplier shall be released only after receipt of the above documents. Any delay in submission of Tax Residency Certificate (TRC), Form 10F and No-Permanent Establishment in India Declaration within specified time may lead to the Income Tax Department

directing OIL to deduct tax at a higher rate than at which it may otherwise have directed. Such increased tax liability shall be recovered from the Foreign supplier.

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

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

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

(i) Remittances are to be made exclusively for supply of goods and no service of any kind is to be rendered by the non-resident whether in or outside India.

(ii) Risk and title to the goods passes from the non-resident supplier to OIL outside India.

(iii) Payment would be received by the non-resident supplier outside India; and

(iv) The non-resident, at its option,

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

OR

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

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

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

37) Note to Indian bidders:

Tax Collectible at Source (TCS) applicable under the Income-tax Law and charged by the supplier shall also be payable by OIL along with consideration for procurement of goods / materials / equipment. If TCS is collected by the SUPPLIER, a TCS certificate in prescribed Form shall be issued by the SUPPLIER to OIL within the statutory time limit. Payment towards applicable TCS u/s 206C (1H) of Income Tax Act, 1961 will be made to the supplier provided they are claiming it in their invoice and on submission of following undertaking along with the invoice stating that:

a. TCS is applicable on supply of goods invoiced to OIL as turnover of the supplier in previous year was more than Rs. 10 Cr. and

b. Total supply of goods to OIL in FY ... exceeds Rs. 50 Lakh and

c. TCS as charged in the invoice has already been deposited (duly indicating the details such as challan No. and date) or would be deposited with Exchequer on or before the due date

and

d. TCS certificate as provided in the Income Tax Act will be issued to OIL in time.

However, Performance Security deposit will be released only after the TCS certificate for the amount of tax collected, is provided to OIL. Supplier will extend the performance bank guarantee (PBG), wherever required, till the receipt of TCS certificate or else the same will be forfeited to the extent of amount of TCS, if all other conditions of Purchase order are fulfilled. The above payment condition is applicable only for release of TCS amount charged by supplier u/s 206C (1H) of income tax Act, 1961.

38) POLICY TO PROVIDE PURCHASE PREFERENCE (LINKED WITH LOCAL CONTENT) (PPLC)

Bidders to note that Ministry of Petroleum & Natural Gas, Government of India implemented PPLC Policy to provide Purchase Preference (linked with local content) by notification no. Ref. FP-20013/2/2017-FP-PNG dtd. 17.11.2020 and amended from time to time. Clause on applicability of Purchase Preference (linked with local content) policy in the tender is furnished as **APPENDIX - A1** of the tender document. PP-LC Policy (including its latest modifications/amendments) as may be prevailing on the date of Price Bid Opening shall be applicable against this tender. Bidders are requested to go through the policy and take note of the following while submitting their offer.

1. Certification and Verification

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

(i) At bidding stage:

a) Price Break-up:

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

b)

▪ The bidder shall submit an undertaking from the authorised signatory of bidder having the power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

▪ In cases of procurement for a value in excess of Rs 10 crores, the undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practising cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.

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

(ii) After Contract Award

▪ The bidder shall submit an undertaking from the authorised signatory of bidder having the power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

▪ In cases of procurement for a value in excess of Rs 10 crores, the undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company

(in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.

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

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

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

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

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

39) 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).

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

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

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

41) COUNTRY OF ORIGIN:

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

42) 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.

43) Miscellaneous Notes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

44) The Integrity Pact is **APPLICABLE** against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide **Annexure XII** of the tender document. This Integrity Pact proforma has been duly signed by OIL's competent signatory. The pro forma has

to be uploaded by the bidder (along with the technical bid) duly signed by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid.

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

i) Shri Sutanu Behuria, IAS (Retd.)

E-mail: sutanu2911@gmail.com

ii) Dr. Tejendra Mohan Bhasin,

Former Vigilance Commissioner, CVC

E-mail: tmbhasin@gmail.com

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

Former DGP, Uttar Pradesh

E-mail: Ops2020@rediffmail.com

Special Notes:

1.0 Annexure-K

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

Ref. No _____

Date _____

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your tender No. _____ Dated _____

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

Sir,

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

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

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

Yours faithfully,

For (type name of the firm here)
Signature of Authorised Signatory
Name :
Designation :
Phone No.
Place :
Date :
(Affix Seal of the Organization here, if applicable)

2.0 PROFORMA-4

DECLARATION FOR BID SECURITY

To,

M/s. Oil India Limited
.....,
.....

Sub:

Tender No:.....

Dear Sir,

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

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

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

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the OIL INDIA LIMITED during the period of bid validity:
 - (i) fail or refuse to execute the Contract, if required, or

(ii) fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.

(iii) Fail or refuse to accept 'arithmetical corrections' as per provision of tender document.

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

3.0 Annexure-B

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

Ref. No _____ Date _____

Tender No. _____ Dated _____

OIL INDIA LIMITED

#####

#####

Dear Sirs,

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

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

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

ANNEXURE- XII

INTEGRITY PACT

Between

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

And

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

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for Tender No. **SSG1976P23/P3**. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section: 1 -Commitments of the Principal

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

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

3. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a Page 2 of 6 substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section: 2 -Commitments of the Bidder/Contractor

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **or as mentioned in Section 9- Pact Duration whichever is later**. Any violation of the same would entail disqualification of the bidders and exclusion from future business

dealings. Any issue relating to execution of contract, if specifically raised before the IEMs shall be looked into by IEMs.

Section 4 -Compensation for Damages

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

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

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

Section 5 -Previous transgression

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

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

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

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

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

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

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

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

Section: 8 -External Independent Monitor/Monitors

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

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

3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

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

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

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

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

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

Section:9 -Pact Duration

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

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

Section:10 -Other provisions

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

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

3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

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

[PRANTIK DUTTA]
SENIOR PURCHASE OFFICER(FP)

.....
For the Principal

.....
For the Bidder/Contractor

Witness 1:

Place. DULIAJAN
Date . 09.11.2022

Witness 2:

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

M/S. *****(BIDDER'S NAME)

Item No. / Mat. Code	Qty.	UoM	Unit Rate	Material Value	Packing & FCA/FOB Charges	Total FCA/FOB Value	Air/Ocean Freight Charge	Insurance & Banking Charge	CIF Value	Total Weight in KG	HSN Code of the Item	Total local Content as per APPENDIX – A1
(A)	(B)	(C)	(D)	(E), i.e. (B) x (D)	(F)	(H), i.e. (E)+(F)	(I)	(J), i.e. 1.5% of (H)	(K), i.e. (H)+(I)+(J)	(N)	(O)	(T)
10 / 05188290	3	NO										
20 / 05188292	2	NO										
30 / 05188294	2	NO										
40 /05188302	2	NO										
50 / 05188336	10	SET										

- (i) **Total Value in Words:**
- (ii) **Port of Loading:**
- (iii) **Port of Discharge:**
- (iv) **Country of Origin:**
- (v) **Payment Terms:**

Note:

- (i) In the event of computational error between unit price and total price, unit price shall prevail and adopted for evaluation. Similarly, in the event of discrepancy between words and quoted figure, words will prevail.
- (ii) Insurance Charges @0.5% shall be loaded on Total FOB Value for evaluation purpose.
- (iii) Banking Charges @1% shall be loaded on Total FOB Value for evaluation purpose. In case of payment through Letter of Credit (UC). If Confirmed UC at buyer's account is required, 1.5% of Total FOB Value will be loaded.

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

FOR 3.5" SUB-SURFACE SAFETY VALVES

In addition to the General Terms and Conditions for Indigenous Tender, the following BEC / BRC criteria will be applicable against this tender:

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

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

A. BID REJECTION CRITERIA (BRC):

A.1 BRC TECHNICAL:

1.0 BIDDER'S ELIGIBILITY:

1.1 The bidder should be an **Original Equipment Manufacturer (OEM)** of the offered items.

OR

1.2 The bidder should be a **Sole Selling Agent/Authorized Dealer/Authorized Distributor/Authorized Supply House/Wholly owned subsidiary company** of an Original Equipment Manufacturer (OEM) of the offered items.

2.0 IN CASE THE BIDDER IS AN ORIGINAL MANUFACTURER (OEM):

2.1 If the bidder is a manufacturer of the tendered item(s), then they must satisfy the following criteria and furnish the relevant documentary evidences as under along with the technical bid:

(a) The bidder shall have valid API 14A license holding continuously for last 05 years from original bid closing date of this tender, and copies of API 14A certificates shall be submitted along with the technical bid.

(b) Original Equipment Manufacturers who have successfully supplied the tendered item to Oil India Limited in the past and whose past performance has been satisfactory would be considered as established source of supply and hence need not satisfy Clause (a), above. However, the OEM must have a valid API 14A certificate at the time of submission of Technical bid and copy of API 14A certificate should be submitted

along with technical bid. Moreover, the bidder must mention in the technical bid that the OEM has supplied the quoted items to OIL earlier and the relevant PO number should be provided.

- (c) The bidder shall categorically submit an undertaking in the technical bid that, in the event of award of the order, they will keep the API 14A license valid continuously till completion of supply of entire order quantity, and agree that OIL reserves the right to terminate the order forthwith without thereby incurring any liability to the supplier, in case the API 14A license becomes invalid during the execution of order.

2.2 Experience Criteria

2.2.1 In case the bidder is an OEM of the tender item, the bidder shall have the experience of successfully executing at least one (01) order for minimum 50% of the tendered quantity (rounded off to the next higher integer) of each of tendered item of same or higher size and same or higher pressure rating than the tendered item within last 5 years preceding the original bid closing date of the tender, to an E&P Company or service provider to an E&P company, either by themselves or through their agent / dealer / distributor / supply house.

2.2.2 The bidder shall submit documents in support of their previous supply experience, as applicable under clause Nos. 2.2.1 mentioned above as follows:

(a) Copy(ies) of Purchase Order(s)/Contract document(s), and

(b) Any one or combination of the following documents that confirms the successful execution of each of the purchase order(s) / contract(s) –

- Completion report/performance certificate from the clients,
- Bill of lading,
- Delivery challan/Invoice etc.
- Any other documentary evidence that can substantiate the successful execution of each of the purchase Order(s)/contract(s) cited above.

2.2.3 In case experience credential is submitted for past supply to a service provider to an Exploration & Production (E&P) company, a declaration from the service provider is required to be submitted stating the name and address of the E&P company for which the item mentioned in the experience credential has been utilized for providing the service or has been installed & commissioned in oilfield of the E&P Company.

2.2.4 Bidder who has already supplied the quoted item(s) to OIL within last five (5) years preceding original bid closing date of the tender as per para 2.2.1 above and their supplied product has been found to be satisfactory need not have to furnish documentary evidence as called for vide para 2.2.2 above. However, such bidder must highlight the PO nos. of OIL against which

supplies have been made to OIL, without which the offer shall be liable for rejection.

Note: The details of previous supply as applicable vide clause no. 2.2.1, shall be submitted in a tabular format as shown below:

Sl No	Client / Customer Name and Address / E-mail address	Order No / Contract No.	Date of order	Technical specification	quantity supplied	Completion date	Ref No of supporting document submitted to confirm execution of the order	Page no & e tender file name, where the referred supporting document is available

For consideration of past supply experience, the Purchase Order date need not be within 5 (five) years preceding original bid closing date of this tender. However, the execution of supply must be within 5 (five) years preceding original bid closing date of this tender.

3.0 IN CASE THE BIDDER IS NOT A MANUFACTURER:

- 3.1 If the bidder is Sole Selling Agent/Authorized Dealer/Authorized Distributor/Authorized Supply House/Wholly owned subsidiary company of original equipment manufacturer (OEM) of the tender item, the OEM must have valid API 14A license holding continuously for last 05 years from original bid closing date of this tender, copies of API 14A certificates of the OEM (the principal) shall be submitted along with the technical bid.
- 3.2 In case the bidder is a Sole Selling Agent/Authorized Dealer/Authorized Distributor/Authorized Supply House/Wholly owned subsidiary company, a valid copy of authorization letter / dealership certificate with proper guarantee/warranty back up on the offered products from the OEM (the principal) shall be submitted along with technical bid.
- 3.3 The bidder shall categorically submit an undertaking from the OEM in the technical bid that, in the event of award of the order, the OEM will keep the API 14A license valid continuously till completion of supply of entire order quantity, and agree that OIL reserves the right to terminate the order forthwith without thereby incurring any liability to the supplier, in case the API 14A license of OEM becomes invalid during the execution of order.

3.4 Experience Criteria

3.4.1 In case the bidder is a Sole Selling Agent/Authorized Dealer/Authorized Distributor/Authorized Supply House/Wholly owned subsidiary company an OEM of the tender item, the OEM shall have the experience of successfully executing at least one (01) order for minimum 50% of the tendered quantity (rounded off to the next higher integer) of each of tendered item, of same or higher size and same or higher pressure rating than the tendered item within last 5 years preceding the original bid closing date of the tender, to an E&P Company or service provider to an E&P company, either by themselves or through their agent / dealer / distributor / supply house.

3.4.2 Additionally, in case the bidder is a Sole Selling Agent/Authorized Dealer/Authorized Distributor/ Authorized Supply House/Wholly owned subsidiary company of an OEM of the tender item, the bidder himself shall have the experience of successfully executing at least one (01) order for minimum 50% of tendered quantity (rounded off to the next higher integer) of each of tendered item, of same or higher size and same or higher pressure rating than the tendered item, within last 5 years preceding the original bid closing date of the tender, to an E&P Company or service provider to an E&P company, either from the principal or from any other OEM.

3.4.3 The bidder shall submit documents in support of their previous supply experience and of the principal (OEM), as applicable under clause Nos. 3.4.1 & 3.4.2 mentioned above as follows:

(a) Copy(ies) of Purchase Order(s)/Contract document(s), and

(b) Any one or combination of the following documents that confirms the successful execution of each of the purchase order(s) / contract(s) –

- Completion report/performance certificate from the clients,
- Bill of lading,
- Delivery challan/Invoice etc.
- Any other documentary evidence that can substantiate the successful execution of each of the purchase Order(s)/contract(s) cited above.

3.4.4 In case experience credential is submitted for past supply to a service provider to an Exploration & Production (E&P) company, a declaration from the service provider is required to be submitted stating the name and address of the E&P company for which the item mentioned in the experience credential has been utilized for providing the service or has been installed & commissioned in oilfield of the E&P Company.

Note: The details of previous supply as applicable vide clause no. 3.4.1 & 3.4.2, shall be submitted in a tabular format as shown below:

Sl No	Client / Customer Name	Order No / Contract No.	Date of order	Technical specification	Quantity supplied	Completion date	Ref No of supporting	Page no & e tender file name, where the
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	and Address / E-mail address						document submitted to confirm execution of the order	referred supporting document is available

For consideration of past supply experience, the Purchase Order date need not be within 5 (five) years preceding original bid closing date of this tender. However, the execution of supply must be within 5 (five) years preceding original bid closing date of this tender.

NOTE: (A) E&P COMPANY: An E&P Company means Exploration & Production Company who is engaged in exploration & production of hydrocarbon (Crude Oil & Natural Gas).

NOTE: (B) SERVICE PROVIDER: The service provider to an E&P company shall mean a company, who has procured the item shown in the experience credential submitted and has provided service by utilizing the equipment by himself to an E&P company or has installed & commissioned the item by himself in oilfield of an E&P company.

A.2 FINANCIAL BRC:

1.0 The bidder shall have an annual financial turnover from Operations of minimum **INR 246.99 Lakhs or USD 295,727.00** during any of the preceding 03 (three) financial years reckoned from the original bid closing date.

{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 (i.e. FY 2021-22).

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

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 that the balance sheet/ Financial Statements for the financial year 2021-22 (As the case may be) has actually not been audited so far as per the attached format vide **Annexure-B**.

Note:

- a) For proof of Annual Turnover & Net worth any one of the following documents must be submitted along with the bid:
- i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **Annexure A**.

OR

 - ii) Audited Balance Sheet along with Profit & Loss account. In case of Foreign bidders, self- attested/digitally signed printed published accounts are also acceptable
- b) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.

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

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 **Annexure C**) 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) Document of subsidiary company being 100% owned subsidiary of the parent/ultimate parent/holding company.

A.3 BRC COMMERCIAL

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

- 1.0 Bids are invited under **Single Stage Two Bid System**. Bidders shall quote accordingly under Single Stage Two Bid System.

Bidder not complying with above submission procedure will be rejected.

- 2.0 The prices offered shall have to be firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and rejected.
- 3.0 Bids received in physical form against online invitation through e-portal shall be rejected (except the documents specifically called for in hard copies, if any). Similarly, Bids received after the bid closing date and time shall be rejected. Also, modifications to bids received after the bid closing date & time shall not be considered.
- 4.0 Bids containing incorrect statement 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 will be straightway rejected.
- 6.0 Successful bidder shall be required to furnish a Performance Security equivalent to ten (3%) of total evaluated value of Order, which should remain valid throughout the period execution, including extension, if any. The successful bidder shall submit Performance Security within 30 days of award, failing which OIL reserves the right to cancel the order and forfeit their Bid Security. Bidders should undertake in their bids to submit Performance Security as stated above.
- 7.0 Offers should be submitted along with Integrity Pact (if applicable) duly signed by the authorized signatory of the bidder. If any bidder refuses to sign Integrity Pact or declined to submit Integrity Pact with the offer, their bid shall be rejected straightway.
- 8.0 All the tendered items are to be procured from the same source; hence bidders are requested to quote accordingly for all the items, else their bid will be rejected straightway. (if applicable).
- 9.0 Bidder shall accept and comply with the following clauses as given in the Bid Document, failing which bid shall be liable for rejection:
 - i) Liquidated Damages
 - ii) Warranty/Guarantee of material
 - iii) Arbitration / Resolution of Dispute

- iv) Force Majeure
- v) Applicable Laws

10.0 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) Bid Security is not applicable against this tender. However, bidder to submit declaration form in the prescribed format (PROFORMA – 4).**

11.0 PRICE SCHEDULE:

Bidder shall submit the Price Break up as per Price Bid Format (ANNEXURE - P). Bidders should fill up the annexure(s), sign and upload under “Notes & Attachments” > “Attachments” only.

B) BID EVALUATION CRITERIA

The bids conforming to the specifications, terms and conditions stipulated in the tender and considered to be responsive after subjecting to the Bid Rejection Criteria shall be considered for further evaluation as per General Terms and Conditions for Global Tender and the Bid Evaluation Criteria given below:

- 1.0 The evaluation of bids shall be done as per the Price Bid Format (**ANNEXURE - P**) provided in the Tender.
- 2.0 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- 3.0 For conversion of foreign currency into Indian currency, B.C. selling (Market) rate declared by State Bank of India (SBI), one day prior to the date of price bid opening shall be considered. However, if the time lag between the opening of the bids and final decision exceed 3(three) months, then B.C. Selling(Market) rate of exchange declared by SBI on the date prior to the date of final decision shall be adopted for conversion and evaluation.
- 4.0 Other terms and conditions of the enquiry shall be as per General Terms and Conditions for Global Tender. However, if any of the Clauses of the Bid Rejection Criteria / Bid Evaluation Criteria (BEC / BRC) mentioned here contradict the Clauses in the General Terms & Conditions of Global Tender of the tender and/or elsewhere, those mentioned in this BEC / BRC shall prevail.

PROFORMA - 1

BID SECURITY DECLARATION

To,

M/s. Oil India Limited

.....,

.....

Sub:

Tender No.:

Dear Sir,

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

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

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

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the OIL INDIALIMITED during the period of bid validity:
 - (i) fail or refuse to execute the Contract, if required, or
 - (ii) fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.
 - (iii) Fail or refuse to accept 'arithmetical corrections' as per provision of tender document.
- (c) having indulged in corrupt/fraudulent/collusive/coercive practice as per procedure.

Place:
Bidder]
Date:

[Signature of Authorized Signatory of

Name:
Designation:
Seal:

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY CONCERN

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

YE A R	TURNOVER In INR (Rs.) Crores/ US \$ Million) *	NET WORTH In INR (Rs.) Crores / US \$ Million) *

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

Place:

Date:

Seal

Membership No:

Registration Code:

Signature

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

ANNEXURE-B

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

CERTIFICATE OF COMPLIANCE TO FINANCIAL CRITERIA

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

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

Note: Please note that any declaration bearing date after the Original Bid Closing Date will not be considered and will be rejected. This certificate is to be issued only considering the time required for preparation of Financial Statements i.e. if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the Original Bid Closing Date.

**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
..... hereinafter 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)

(Bidder) (Delete whichever not applicable)

Witness:

- 1.
- 2.

for and on behalf of

Witness:

- 1.
- 2.

**TECHNICAL EVALUATION MATRIX
(TO BE FILLED IN BY THE BIDDER DULY SIGNED)
TECHNICAL SPECIFICATIONS**

Clause No	Description	BIDDER'S RESPONSE (COMPLIED/NOT COMPLIED/DEVIATION/NOT APPLICABLE)	TO BE FILLED IN BY THE BIDDER Relevant Location of their Bid to support the remarks/compliance (Reference of Document Name/Serial No./Page No. of Bid for documentary evidence)
AA	Specification & quantity of the items to be procured		
	<p>SCSSSV, 3.5" VAM TOP, L-80, 9Cr - 1Mo. Tubing Retrievable Surface Controlled Sub Surface Safety Valve (SCSSSV) to run with 3.5 inch OD tubing, complete with integral or separate full bore no-go nipple of seal bore dia 2.8120(+0.003") inch suitable for installation of wire line safety valve having following features:</p> <ol style="list-style-type: none"> 1. Flapper type valve with straight through flow path, self-equalizing type, with metal to metal seal for body joints and between flapper and seat. 2. End connection: 3.5 inch, VAM Top Box X Pin. 3. Min ID 2.812(+/- 0.003"), Max OD 6.0". 4. Flapper security: The valve design should protect the flapper and the flapper pin from damage due to attempts to open the valve against pressure differential. The valve design should also protect the flapper sealing surface while snap closure. The flapper assembly to be protected from the flow path. 5. API monogrammed. 6. Material of construction: L80, 9 Cr.- 1 Mo. 7. Critical items metallurgy. <ol style="list-style-type: none"> a) Flapper - inconel 718/925. b) Flapper seat- inconel 718/925. c) Flapper pin - MP35N/ ELGILOY. d) Flapper spring - MP35N/ELGILOY. e) Power spring- X-750. 8. Suitable for 10000 psi WP, 275 ° F WT. 9. Average setting depth: 600 feet. 10. Single rod piston arrangement with non-elastomeric seals in hydraulic chamber. 11. Maximum pressure for hydraulic operating system: 3500 psi. 12. Control line connection ¼" NPT box (if any other type of connection is used then suitable connectors are to be provided for each valve). 13. Fail safe close mechanism. 14. With permanent lock open feature, to lock flapper in open position. In case, this feature exposes the well fluid to the control line/ annulus, then suitable pack-off, equal in quantity to the number of differential safety valve should be 		
BB	Special Notes		

1.0	The bidder shall confirm that the goods, materials to be supplied shall be new, of recent make, of the best quality & workmanship. The bidder shall confirm that the materials shall be guaranteed for a period of 18 months from the date of despatch or 12 months from the date of receipt at destination, whichever is earlier, against defects arising from faulty materials, workmanship or design. Defective goods / materials or parts notified by OIL to the Seller shall be replaced immediately by the Seller on FOR destination basis including payment of all taxes and duties at Seller's expense. This guarantee shall survive and hold good notwithstanding inspection, payment for and acceptance of the goods.		
2.0	The SCSSSV shall be designed and manufactured conforming to API Std. 14A. Bidder to provide copy of valid API 14A license certificate along with the technical bid.		
3.0	Relevant certification and functional test report of quoted model and size of SCSSSV from authorized test agency as per API- 14A SECTION-7 shall be submitted with the technical bid. Bidder to confirm that there is no substantial/ major changes in the design of the quoted model which is already certified. The test agency must be licensed by API or accredited in accordance with the requirement as per Para 7.2.4 of section-A of API14A(Latest Edition).		
4.0	All the relevant product catalogue containing detail drawing of the offered items, installation/ running in procedure, list of spare parts, operation of all wireline tools offered, redressing procedures of tools, retrieval procedures of the SCSSSV etc. shall be submitted along with the technical bid.		
5.0	OIL will arrange for Third Party Inspection of the materials at Bidder's/Manufacturer's plant as per Conditions of the purchase order by any of its approved Third Party Inspection Agency (TPIA). Scope of Third party Inspection will include but not be limited to the following aspects to ensure conformance to API 14-A Standard. a) Metallurgy. b) Elastomer(for SCSSSV only). c) Threads (for SCSSSV only). d) Performance properties (for SCSSSV only). e) Dimensions. f) Service Condition (for control line only).		
6.0	Inspection report/ materials release note and all the relevant documents verified by the TPI agency shall be supplied to OIL along with the materials.		
7.0	Bidder to confirm the name of VAM Top Thread manufacturing mill and submit a copy of valid license to manufacture the VAM Top thread form of the mill.		
8.0	The Bidder to submit attached Technical Evaluation Sheet along with technical bid as below Annexure-I: Technical Evaluation Sheet for BEC/BRC Criteria Annexure-II: Technical Evaluation Sheet for Technical Specification		
9.0	Delivery shall be made within 3 months from placement of formal PO		

**TECHNICAL EVALUATION MATRIX
(TO BE FILLED IN BY THE BIDDER DULY SIGNED)
BID REJECTION CRITERIA**

(I) BRC CRITERIA			
(A) TECHNICAL CRITERIA: Bidder must meet the following criteria failing which the bid shall be rejected.			
Clause No.	Clause Description	BIDDER'S RESPONSE (COMPLIED/NOT COMPLIED/DEVIATION/NOT APPLICABLE)	TO BE FILLED IN BY THE BIDDER Relevant Location of their Bid to support the remarks/compliance (Reference of Document Name/Serial No./Page No. of Bid for documentary evidence.)
1.0	<u>Bidder's Qualification</u>		
1.1	The bidder should be an Original Equipment Manufacturer (OEM) of the offered items.		
1.2	The bidder should be a Sole Selling Agent/Authorized Dealer/Authorized Distributor/Authorized Supply House/Wholly owned subsidiary company of an Original Equipment Manufacturer (OEM) of the offered items.		
2.0	<u>IN CASE THE BIDDER IS AN ORIGINAL MANUFACTURER (OEM):</u>		
2.1	If the bidder is a manufacturer of the tendered item(s), then they must satisfy the following criteria and furnish the relevant documentary evidences as under along with the technical bid:		
	(a) The bidder shall have valid API 14A license holding continuously for last 05 years from original bid closing date of this tender, and copies of API 14A certificates shall be submitted along with the technical bid.		
	(b) Original Equipment Manufacturers who have successfully supplied the tendered item to Oil India Limited in the past and whose past performance has been satisfactory would be considered as established source of supply and hence need not satisfy Clause (a), above. However, the OEM must have a valid API 14A certificate at the time of submission of Technical bid and copy of API 14A certificate should be submitted along with technical bid. Moreover, the bidder must mention in the technical bid that the OEM has supplied the quoted item to OIL earlier and the relevant PO number should be provided.		
	(c) The bidder shall categorically submit an undertaking in the technical bid that, in the event of award of the order, they will keep the API 14A license valid continuously till completion of supply of entire order quantity, and agree that OIL reserves the right to terminate the Order forthwith without thereby incurring any liability to the supplier, in case the API 14A license becomes invalid during the execution of order.		
2.2	<u>Experience Criteria</u>		
2.2.1	In case the bidder is an OEM of the tender item, the bidder shall have the experience of successfully executing at least one (01) order for minimum 50% of the tendered quantity (rounded off to the next higher integer) of each of tendered item of same or higher size and same or higher pressure rating than the tendered item within last 5 years preceding the original bid closing date of the tender, to an E&P Company or service provider to an E&P company, either by themselves or through their agent / dealer / distributor / supply house. (Refer NOTE A&B below for definition of E&P company and Service Provider)		
2.2.2	The bidder shall submit documents in support of their previous supply experience, as applicable under clause Nos. 2.2.1 mentioned above as follows:		
	(a) Copy(ies) of Purchase Order(s)/Contract document(s), and		

	(b) Any one or combination of the following documents that confirms the successful execution of each of the purchase order(s) / contract(s) – - Completion report/performance certificate from the clients, - Bill of lading, - Delivery challan/Invoice etc. - Any other documentary evidence that can substantiate the successful execution of each of the Purchase Order(s)/contract(s) cited above.																				
2.2.3	In case experience credential is submitted for past supply to a service provider to an Exploration & Production (E&P) company, a declaration from the service provider is required to be submitted stating the name and address of the E&P company for which the item mentioned in the experience credential has been utilized for providing the service or has been installed & commissioned in oilfield of the E&P Company.																				
2.2.4	Bidder who has already supplied the quoted item(s) to OIL within last five (5) years preceding original bid closing date of the tender as per para 2.2.1 above and their supplied product has been found to be satisfactory need not have to furnish documentary evidence as called for vide para 2.2.2 above. However, such bidder must highlight the PO nos. of OIL against which supplies have been made to OIL, without which the offer shall be liable for rejection.																				
	Note: The details of previous supply as applicable vide clause no. 2.2.1, shall be submitted in a tabular format as below. For consideration of past supply experience, the Purchase Order date need not be within 5 (five) years preceding original bid closing date of this tender. However, the execution of supply must be within 5 (five) years preceding original bid closing date of this tender.																				
	<table border="1"> <thead> <tr> <th>Sl No</th> <th>Client / Customer Name and Address / E-mail address</th> <th>Order No / Contract No.</th> <th>Date of order</th> <th>Technical specification</th> <th>quantity supplied</th> <th>Completion date</th> <th>Ref No of supporting document submitted to confirm execution of the order</th> <th>Page no & e tender file name, where the referred supporting document is available</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Sl No	Client / Customer Name and Address / E-mail address	Order No / Contract No.	Date of order	Technical specification	quantity supplied	Completion date	Ref No of supporting document submitted to confirm execution of the order	Page no & e tender file name, where the referred supporting document is available											
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3	IN CASE THE BIDDER IS NOT A MANUFACTURER:																				
3.1	If the bidder is Sole Selling Agent/Authorized Dealer/Authorized Distributor/ Authorized Supply House/Wholly owned subsidiary company of original equipment manufacturer (OEM) of the tender item, the OEM must have valid API 14A license holding continuously for last 05 years from original bid closing date of this tender, copies of API 14A certificates of the OEM (the principal) shall be submitted along with the technical bid.																				
3.2	In case the bidder is a Sole Selling Agent/Authorized Dealer/Authorized Distributor/Authorized Supply House/Wholly owned subsidiary company, a valid copy of authorization letter / dealership certificate with proper guarantee/warranty back up on the offered products from the OEM (the principal) shall be submitted along with technical bid.																				
3.3	The bidder shall categorically submit an undertaking from the OEM in the technical bid that, in the event of award of rate contract, the OEM will keep the API 14A license valid continuously till completion of supply of entire order quantity, and agree that OIL reserves the right to terminate the order forthwith without thereby incurring any liability to the supplier, in case the API 14A license of OEM becomes invalid during the execution of order.																				
3.4	Experience Criteria																				

3.4.1	In case the bidder is a Sole Selling Agent/Authorized Dealer/Authorized Distributor/Authorized Supply House/Wholly owned subsidiary company an OEM of the tender item, the OEM shall have the experience of successfully executing at least one (01) order for minimum 50% of the tendered quantity (rounded off to the next higher integer) of each of tendered item, of same or higher size and same or higher pressure rating than the tendered item within last 5 years preceding the original bid closing date of the tender, to an E&P Company or service provider to an E&P company, either by themselves or through their agent / dealer / distributor / supply house.																				
3.4.2	Additionally, in case the bidder is a Sole Selling Agent/Authorized Dealer/Authorized Distributor/ Authorized Supply House/Wholly owned subsidiary company of an OEM of the tender item, the bidder himself shall have the experience of successfully executing at least one (01) order for minimum 50% of tendered quantity (rounded off to the next higher integer) of each of tendered item, of same or higher size and same or higher pressure rating than the tendered item, within last 5 years preceding the original bid closing date of the tender, to an E&P Company or service provider to an E&P company, either from the principal or from any other OEM.																				
3.4.3	The bidder shall submit documents in support of their previous supply experience and of the principal (OEM), as applicable under clause Nos. 3.4.1 & 3.4.2 mentioned above as follows:																				
	(a) Copy(ies) of Purchase Order(s)/Contract document(s), and																				
	(b) Any one or combination of the following documents that confirms the successful execution of each of the purchase order(s) / contract(s) – - Completion report/performance certificate from the clients, - Bill of lading, - Delivery challan/Invoice etc. - Any other documentary evidence that can substantiate the successful execution of each of the purchase Order(s)/contract(s) cited above.																				
3.4.4	In case experience credential is submitted for past supply to a service provider to an Exploration & Production (E&P) company, a declaration from the service provider is required to be submitted stating the name and address of the E&P company for which the item mentioned in the experience credential has been utilized for providing the service or has been installed & commissioned in oilfield of the E&P Company.																				
	Note: The details of previous supply as applicable vide clause no. 3.4.1 & 3.4.2, shall be submitted in a tabular format as shown below. For consideration of past supply experience, the Purchase Order date need not be within (five) years preceding original bid closing date of this tender. However, the execution of supply must be within 5 (five) years preceding original bid closing date of this tender.																				
	<table border="1" data-bbox="191 1117 1192 1398"> <thead> <tr> <th data-bbox="191 1117 247 1312">Sl No</th> <th data-bbox="247 1117 373 1312">Client / Customer Name and Address / E-mail address</th> <th data-bbox="373 1117 485 1312">Order No / Contract No.</th> <th data-bbox="485 1117 562 1312">Date of order</th> <th data-bbox="562 1117 674 1312">Technical specification</th> <th data-bbox="674 1117 785 1312">quantity supplied</th> <th data-bbox="785 1117 896 1312">Completion date</th> <th data-bbox="896 1117 1031 1312">Ref No of supporting document submitted to confirm execution of the order</th> <th data-bbox="1031 1117 1192 1312">Page no & e tender file name, where the referred supporting document is available</th> </tr> </thead> <tbody> <tr> <td data-bbox="191 1312 247 1398"></td> <td data-bbox="247 1312 373 1398"></td> <td data-bbox="373 1312 485 1398"></td> <td data-bbox="485 1312 562 1398"></td> <td data-bbox="562 1312 674 1398"></td> <td data-bbox="674 1312 785 1398"></td> <td data-bbox="785 1312 896 1398"></td> <td data-bbox="896 1312 1031 1398"></td> <td data-bbox="1031 1312 1192 1398"></td> </tr> </tbody> </table>	Sl No	Client / Customer Name and Address / E-mail address	Order No / Contract No.	Date of order	Technical specification	quantity supplied	Completion date	Ref No of supporting document submitted to confirm execution of the order	Page no & e tender file name, where the referred supporting document is available											
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4.0	The Bidder shall provide details of documents to substantiate his qualification and experience criteria as stated above from clause 1 to 3 in tabular format as per Annexure-I , without which the Bid will be summarily rejected. Bidder should sign and seal each page of the document.		
5.0	The Bidder shall provide details of documents to substantiate his Technical specifications in tabular format as per Annexure-II , without which the Bid will be summarily rejected. Bidder should sign and seal each page of the document.		
6.0	All formats shall be filled up with detailed information/specification. In the check lists the use of words like " Complied " or " Yes " or " Considered " will not suffice the requirement of check list. The bidder shall categorically provide the information as per requirements of the check lists, Annexure-I & Annexure-II .		
	NOTE: (A) E&P COMPANY: An E&P company means Exploration & production company who is engaged in exploration & production of hydrocarbon (Crude Oil & Natural Gas).		
	NOTE: (B) SERVICE PROVIDER: The service provider to an E&P company shall mean a company, who has procured the item shown in the experience credential submitted and has provided service by utilizing the equipment by himself to an E&P company or has installed & commissioned the item by himself in oilfield of an E&P company.		