

FORWARDING LETTER

Sub: TENDER NO. SDH5633P21/07 DATED 10.11.2020 FOR 3 NOS OF PNEUMATIC WINCHES

Dear Sirs,

- 1.0 OIL INDIA LIMITED (OIL), a “Navaratna” Category, Government of India Enterprise, is a premier Oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Duliajan is well connected by Air with nearest Airport being at Dibrugarh, 45 km away.
- 2.0 In connection with its operations, OIL invites National Competitive Bids (NCB) from competent and experienced manufacturers through OIL’s e-procurement site for subject mentioned item. One complete set of Bid Document for above is uploaded in OIL’s e-procurement portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL’s e-procurement portal. For your ready reference, few salient points of the Tender are highlighted below:

E-Tender No	:	SDH5633P21/07 DATED 10.11.2020
Type of Bidding	:	SINGLE STAGE TWO BID SYSTEM
Type of Tender	:	OPEN TENDER
Tender Fee	:	NOT APPLICABLE
Bid Closing Date & Time	:	16.12.2020; 11:00 HRS.
Technical Bid Opening Date & Time	:	16.12.2020; 14:00 HRS.
Price Bid Opening Date & Time	:	To be decided later and shall be intimated separately to the technically qualified bidders.
Bid Security Amount	:	INR 2,46,000.00
Bid Security Validity	:	Minimum upto 30.09.2021
Bid Submission Mode	:	Bids must be uploaded online in OIL’s E-procurement portal
Bid Opening Place	:	Office of CGM-Materials, Materials Department, Oil India Limited, Duliajan -786602, Assam, India.
Bid Validity	:	Bid should be valid for minimum 120 days from actual bid closing date.
Original Bid Security to be submitted	:	Office of CGM-Materials, Materials Department, Oil India Limited, Duliajan -786602, Assam, India.
Performance Guarantee	:	Applicable @ 10% of Order value
Integrity Pact	:	To be submitted as per attached format

Contact Details	:	TUHIN ROY, CHIEF MANAGER MATERIALS E-MAIL: tuhin_roy@oilindia.in, PHONE: 0374-2808614
E-Tender technical Support	:	TEL: 0374- 2804903, 2807171, 2807192, E-MAIL: erp_mm@oilindia.in
Bids to be addressed to	:	CGM-Materials, Materials Department, Oil India Limited, Duliajan -786602, Assam, India.
Queries/Clarifications on the Tender	:	To submit through e-mail addressed to tuhin_roy@oilindia.in
LIST OF ANNEXURES APPLICABLE		
Heading		Particulars
General Terms & Conditions	:	MM/LOCAL/E-01/2005 for E-Procurement LCB Tenders
Annexure-A	:	Tender details and various notes to bidders
Annexure-B	:	Bid Evaluation & Rejection Criteria
Annexure-C, D, E		BEC/BRC, Technical & Commercial Checklist
Appendix-A-1	:	Details of restrictions on procurement from a bidder of a country which shares a land border with India
Proforma-1	:	Format for Undertaking towards compliance of office memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020
Proforma-2	:	Format of undertaking towards submission of authentic information/documents
Proforma-3	:	Integrity Pact
Proforma-4	:	Bid Security Format
Proforma-5	:	Performance Security Format
Proforma -6	:	Format of undertaking towards compliance to Financial Criteria
Proforma -7	:	Format for certificate of annual turnover & net worth
Proforma -8	:	Format of Corporate Guarantee towards Financial standing
Others	:	Any other document uploaded online in OIL's E-procurement portal.

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

Thanking you,
Yours faithfully,
OIL INDIA LIMITED

sd/-
(Tuhin Roy)
Chief. Manager Materials (FD)
For CGM Materials (HoD)
For Resident Chief Executive

AA: ITEM DETAILS & QUANTITY OF ITEMS:

Item 10 -PNEUMATIC WINCH QUANTITY- 03 Nos WITH UNDERNOTED SPECIFICATIONS:

1. Rated Line Pull, Top layer capacity: 2270 Kg.(5000 Lbs.)
2. Rated Line Speed, top layer: 40 m/min. (131 Ft./min.)
3. Air Pressure Rating: 6 - 8.4 Kg/Sq. cm. (90 - 120 PSI)
4. Wire rope size: 5/8" (16 mm) wire rope
5. Rope Storage Capacity, Full Drum: 200 m (656 Fts, minimum.)
6. Drum Root Diameter: 235 mm (9.25", Approx)
7. Drum Length: 26" (660.4mm, maximum)
8. Average Air Consumption: 700 ft³/min (20 m³/min)
9. Air Inlet: 1.1/4" NPT
10. Motor Horse Power: 25 HP
11. Net Weight without wire rope should not exceed 500 Kg (1100 Lbs, maximum.)
12. Overall Length: 1270 mm (50")

A) THE WINCH SHOULD BE COMPLETE WITH THE FOLLOWING:

1. Brake: Manual Drum Type, Lever Actuated
2. Control: Single lever control (Throttle) for both lifting & lowering of load. Spring Return to neutral with Lift & Shift engagement mechanism.
3. Drum Guard
4. Foot print base for K5UL bolt pattern.
5. Improved surface finish with durable thermo-plastic coating
6. Clutch: Free spooling type for unloading rope
7. Exhaust Muffler
8. Air Preparation Assembly: Complete with Air Filter, Air Regulator, Air Lubricator, Strainer & all required fittings.
9. Air Hose: 15.25 m (50 ft.) long and 38.1 mm (1.5") I.D. inlet air hose.

AB: SPECIAL TERMS & CONDITIONS:

1.0 The items shall be brand new, unused & of prime quality. The manufacturer shall warrant (in the event of an order) that the product supplied will be free from all defects & fault in material, workmanship & manufacture and shall be in full conformity with ordered specifications. This clause shall be valid for 18 months from date of shipment/ dispatch or 12 months from the date of receipt of the items, whichever is earlier. The defective materials, if any, rejected by OIL shall be replaced by the supplier at their own expense. **Bidders must confirm the same in their quotations.**

2.0 The quotation must accompany one set of relevant catalogue, literature & drawing with exploded view illustrating all components, foot print, spare part list with part nos. and price of each & every spare along with the quotation. Another 4 such sets should be forwarded along with consignment in the event of placement of order. Bidder to confirm the same while quoting.

3.0 Bidders should forward a list of recommended spares indicating quantity, part name & no. and price year wise for five-year operation. **The cost of these items shall not be considered for evaluation.**

4.0 Test certificate verifying performance & brake holding capacity should be forwarded along with the supply. Bidder to confirm the same while quoting.

5.0 Stockiest / Supply houses quoting for the item must forward authorization with warranty backup from the manufacturers.

6.0 **Bidder should categorically confirm in the technical bid a delivery schedule for dispatch of the items within Six (06) months after receipt of formal order failing which their offer will be rejected.**

BB: SPECIAL NOTES TO BIDDERS

1.0 The Bidder should indicate the dimensions and weight of the offered items, the name of the manufacturer, the country of origin and place of dispatch of the materials.

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

3.0 Bidder to sign and submit completely filled up BEC / BRC Evaluation Matrix Annexure – C & Technical Evaluation Matrix Annexure - D.

CC: GENERAL NOTES TO BIDDERS

Sl. No	Clause
1.0	This Tender has been floated for participation of Indigenous (Indian) bidders only. Hence, only Indigenous bidders are eligible to participate against this tender. Consortiums/Joint venture entities are not eligible to participate against this tender.
2.0	<p>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</p> <p>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.</p>
3.0	<p>Office Memorandum No. F.No.6/18/2019-PPD dated 23.07.2020 issued by Public Procurement Division under Department of Expenditure of Ministry of Finance will also be applicable against the tender and thus bidder(s) must note that:</p> <p>“Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services or works, only if the bidder is registered with the competent authority”</p> <p>For further details on above and format of certification to be submitted by the bidder, APPENDIX-A-1 & PROFORMA-1 is to be referred.</p>
4.0	<p>FURNISHING FRAUDULENT INFORMATION/ DOCUMENT: If it is found that a Bidder has furnished fraudulent document/information, the Bid Security/Performance Security shall be forfeited and the party will be debarred for a period of 3(three) years from date of detection of such fraudulent act, besides the legal action. In case of major and serious fraud, period of debarment may be enhanced. In this regard, bidders are requested to submit an Undertaking as per PROFORMA-2 along with their offer failing which their offer shall be liable for rejection.</p>
5.0	<p>The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide PROFORMA-3 of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit Integrity Pact with the offer, their bid shall be rejected straightway.</p> <p>OIL's Independent External Monitors at present are as under:</p> <p>SHRI RUDHRA GANGADHARAN, IAS (Retd.), Ex-Secretary, Ministry of Agriculture</p>

	<p>E-Mail ID: rudhra.gangadharan@gmail.com</p> <p>SHRI SUTANU BEHURIA, IAS (Retd.), E-mail ID: sutanu2911@gmail.com</p> <p>SHRI Om Prakash Singh, IPS (Retd.),, Former DGP, Uttar Pradesh E-mail: Ops2020@rediffmail.com</p>
6.0	<p>Submission of Bid Security/EMD/Performance Bank Guarantee – Must be paid either through online mode or Submission of Bank Guarantee/LC only. No DD/Cheques/Cashier Cheque or any other mode will be acceptable.</p> <p>A) The Bid Security (EMD) as applicable must either be deposited through online payment gateway or submitted to OIL in the form of original Bank Guaranty (hard copy) on or before the scheduled Bid Closing date of the Tender. The Validity and Amount of Bid Security (EMD) must be strictly as specified in the forwarding letter of this bid document. Bid shall be rejected without further reference, if the Bid Security (EMD) is not received strictly as above, except where exempted. OIL will not assume any responsibility whatsoever for submission of deficient/faulty Bid Security or for delay/non-delivery of the same. Format of Bid Security (Bank Guarantee) is enclosed vide PROFORMA-4</p> <p>B) In case of Bank Guarantee, the Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:</p> <p>(i) MT 760 / MT 760 COV for issuance of Bank Guarantee (ii) MT 760 / MT 767 COV for amendment of Bank Guarantee</p> <p>The above message / intimation shall be sent through SFMS by the BG issuing Bank branch to HDFC Bank, Duliajan Branch, IFS Code – HDFC0002118; SWIFT Code - HDFCINBBCAL. Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602. The vendor shall submit to OIL the copy of the SFMS message as sent by the issuing bank branch along with the original bank guarantee.</p> <p>C) In case of online payment, refund will be made in [INR] using the exchange rate prevailing as on the date of actual receipt of Bid Security/EMD/Performance Bank Guarantee amount. The refund amount shall not (in any case) exceed the amount actually received.</p> <p>D) The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the bidder’s cost.</p> <p>E) Bank charges, if any for submission of bid security shall be on bidder’s account.</p> <p>F) The Bid Security may be forfeited:</p> <p>a. If the bidder withdraws the bid within its original/extended validity. b. If the bidder modifies/revises their bid suo-moto. c. If the bidder does not accept the order/contract. d. If the bidder does not furnish Performance Security Deposit within the stipulated time as per tender/order/contract.</p>

	<p>e. If it is established that the bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the bid security shall be forfeited after due process in addition to other action against the bidder</p> <p>G) For exemption for submission of Bid Security please refer Clause No. 9.8 (Section A) of “General Terms & Conditions” for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders).</p>
7.0	<p>Successful bidder shall be required to furnish a Performance Security equivalent to ten percent (10%) of total evaluated value of Order within 30 days of receipt of LOI/notification of award. The performance security must be in the form of Bank Guarantee (ref. PROFORMA-5) or in the form of a Bank Draft/Cashier’s cheque/Banker’s cheque/NEFT/RTGS/Electronic fund transfer to designated account of OIL or Fixed Deposit Receipt (account OIL INDIA LIMITED) or irrevocable Bank Guarantee or irrevocable Letter of Credit (LC) from:</p> <p>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</p> <ul style="list-style-type: none"> 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. <p>B) The Performance Security shall be denominated in the currency of the contract.</p> <p>C) The Performance Security specified above must be valid for the entire duration of the Contract and claim period should be valid for a minimum of 03 (three) months beyond the contract 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.</p> <p>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.</p>

	<p>E) The Performance Security will not accrue any interest during its period of validity or extended validity.</p> <p>F) Bank charges, if any for submission of performance security shall be on supplier's account.</p> <p>G) The validity of Bank Draft/Cashier's cheque/Banker's cheque should not be less than 3 months at the submission to OIL.</p> <p>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.</p> <p>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.</p> <p>J) The Successful bidder shall also submit an "Undertaking for performance Bank guarantee" as per attached format (Proforma 5A).</p>
8.0	Bid must be submitted online through OIL's e-procurement portal. Bid submitted in any other form will be rejected.
9.0	<p>Please note that all tender forms and supporting documents are to be submitted through OIL's e-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribing tender no. and due date to The CGM 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.</p> <p>a) Original Bid Security along with two duplicate copies of Bid Security.</p> <p>b) Any other documents which have been particularly asked for in this tender for submission.</p>
10.0	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.
11.0	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 rejection of its offer without seeking any clarifications.
12.0	To ascertain the substantial responsiveness of the bid, OIL reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by OIL, failing which the offer will be summarily rejected. However bidder(s) must note that there should not be any additional financial involvement arising out of such post tender clarifications.

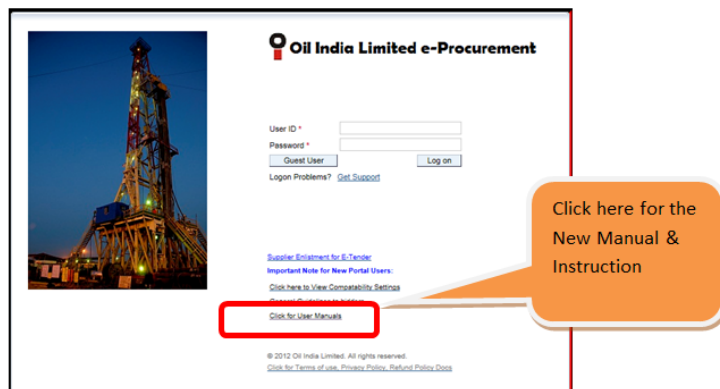
13.0	A job executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BRC/BEC (if applicable).
14.0	<p>The items covered in this Tender shall be used by Oil India Limited in the PEL/ML areas and hence Nil rate of Customs Duty towards import (for foreign bidders) and concessional GST @5% (for foreign & indigenous bidder) will be applicable as per Govt. Policy in vogue.</p> <p>Overseas Bidders are not required to include Customs Duty and IGST components in their quoted cost, since all applicable taxes & Duties in India shall be to the account of Oil India Limited.</p> <p>In the event of an order on indigenous bidder, OIL will issue Project Authority Certificate (PAC) under Deemed Export Benefit Scheme, where import content is declared by the bidder for availing Custom Duty benefit on the import content.</p> <p><u>Note: Successful bidder shall arrange to provide all necessary documents (invoice etc.) to OIL for applying Essentiality Certificate on receipt of request from OIL, if any. Further, Successful bidder shall affect dispatch only on receipt of relevant certificates/shipment clearance from OIL, failing which all related liabilities shall be to Supplier's account.</u></p>
15.0	<p>The tender will be governed by "General Terms & Conditions" for e-Procurement as per Booklet No. MM/LOCAL/E-01/2005-May2020 for E-procurement (LCB Tenders) including Amendment and Addendum to "General Terms & Conditions" for e-Procurement. However, if any of the Clauses of the Bid Rejection Criteria (BRC) / Bid Evaluation Criteria (BEC) mentioned here contradict the Clauses in the "General Terms & Conditions" for e-Procurement as per Booklet No. MM/LOCAL/E-01/2005-May2020 for E-procurement (LCB Tenders) of the tender and/or elsewhere, those mentioned in this BEC / BRC shall prevail.</p>
16.0	<p>Bidders to note that Govt. of India under Micro, Small and Medium Enterprises Development (MSMED) Act 2006, has proclaimed the Public Procurement Policy, 2012 with effect from 1st April, 2012 (and amendments issued time to time) in respect of procurement of goods and services, produced and provided by micro and small enterprises, by its Ministries, Departments and Public Sector Undertakings for promotion and development of Micro and Small Enterprises. In this regards, bidders are requested to take note of the following and to submit their offers accordingly.</p> <p>a) Categorisation and various criteria applicable to MSE bidders shall be guided by the Gazette notification no. CG-DL-E-26062020-220191 dated 26.06.2020 issued by Ministry of Micro, Small and Medium Enterprises. The existing enterprises registered under EM-Part-II or UAM till 30th June, 2020 shall continue to be valid only for a period up to the 31st day of March, 2021.</p> <p>The bidder claiming as MSE status (MSE-General, MSE-SC/ST, MSE -Woman) against this tender has to submit following documents for availing the benefits applicable to MSEs:</p> <p>i. Udyam Registration No. with Udyam Registration certificate</p> <p>OR</p>

	<p>ii. Proof of registration with District Industry Centres or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or Udyog Adhar registration or registration with any other body specified by Ministry of MSME.</p> <p>Note: In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ ST entrepreneur/ Woman Entrepreneurs should also be enclosed.</p> <p>b) For availing benefits under Public Procurement Policy (Purchase preference & EMD exemption), the interested MSE Bidders must ensure that they are the manufacturer/ service provider of tendered item(s) and registered with the appropriate authority for the said item(s). Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant MSE Certificate issued by appropriate authority specifying the item as per tender.</p>
17.0	<p>DIGITAL SIGNATURE:</p> <p>(i) To participate in OIL’s E-procurement tender, bidders should have a legally valid digital certificate of Class 3 with Organizations Name and Encryption certificate as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (http://www.cca.gov.in). Digital Signature Certificates having “Organization Name” field as “Personal” are not acceptable.</p> <p>(ii) Digital Signature Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.</p> <p>(iii) Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder change his Digital Signature Certificate then old certificate [Used for encryption] is required in order to decrypt his encrypted response for getting the EDIT mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly.</p> <p>(iv) In case of loss of the certificate, OIL INDIA LIMITED is not responsible.</p>
18.0	<p>Bids are invited online under SINGLE STAGE TWO BID SYSTEM. Bidders must prepare the TECHNO-COMMERCIAL BID (UNPRICED) as well as the PRICED BID separately and upload both these bids in OIL’s e-procurement portal at the designated fields separately assigned. Please note that no price details should be furnished in the Technical (i.e. Unpriced) bid. The “Unpriced Bid” shall contain all techno-commercial details except the prices/costs. The rate and amount columns in the unpriced technical bid must be kept blank. The “Price Bid” must contain the price schedule and the bidder’s commercial terms and conditions. Bidder not complying with above submission procedure will be rejected.</p> <p>i) Please do refer the User Manual provided on the portal on the procedure How to create Response for submitting offer.</p>

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

- Notes and Attachments → Only Price Details Should Be Uploaded
- Technical attachments → All technical bid documents except price details

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



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

i) Priced bids of only those bidders will be opened whose offers are found to be techno-commercially acceptable.

ii) 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.
20.0	<p><u>AMENDMENT OF BID DOCUMENTS:</u></p> <p>i) At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of Corrigendum(s)/Addendum(s).</p> <p>ii) The Corrigendum(s)/ Addendum(s) will be uploaded in OIL’s E-Tender Portal in the Tab “Technical Rfx” and under External Area - “Amendments” folder. The Company may, at its discretion, extend the deadline for bid submission. Bidders are expected to take the Corrigendum(s)/ Addendum(s) into account in preparation and submission of their bid. Bidders are to check from time to time the E-Tender portal [“Technical RFX” Tab and under the folder “Amendments”] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.</p>
21.0	Quantity of Individual item may be increased or decrease at the time of final placement of order. The minimum FOB/FCA charges in case of partial order for reduced quantity/enhanced quantity shall have to be indicated by the bidder. In case, this is not indicated specifically, the charges quoted would be pro-rata calculated and the same will be binding on the bidder.
22.0	Please mention clearly in your quotation the Net. Weight, Gross Weight & Volume, Indian Agent's Name and its Commission, Payment Terms, Ocean Freight/Air Freight Charges, Port of Loading, Delivery period, Country of origin with manufacturer's name, etc.
23.0	Any deviation(s) from the tender specification should be clearly highlighted specifying justification in support of deviation.
24.0	Original Bid Closing Date shall be considered by OIL for evaluation of BRC Criteria in case of any extension of the original bid closing date.
25.0	<p>Indian Bidders shall indicate the following in their offer:</p> <p>i) Ex Works unit and total price as per price bid format including packing, forwarding and insurance; all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods, inspection, testing and loading on transport carrier etc.</p> <p>j) 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)</p> <p>k) 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.</p> <p>l) Inland transportation charges from dispatch point to designated Project Site/dump area/dump yard including loading, unloading of Line Pipes/Bend at</p>

	Project Site/Warehouse. The prices should be inclusive of all taxes, duties, levies etc.
26.0	The 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.
27.0	The 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.
28.0	Currency once quoted will not be allowed to be changed. OIL shall not be compensating for any exchange rate fluctuation.
29.0	Payment Terms: Refer to “General Terms & Conditions” for e- Procurement as per Booklet No. MM/LOCAL/E-01/2005-May2020 for E-procurement (LCB Tenders)
30.0	Liquidated Damage: Refer to “General Terms & Conditions” for e- Procurement as per Booklet No. MM/LOCAL/E-01/2005-May2020 for E-procurement (LCB Tenders). The applicable GST on the Liquidated Damage shall have to be borne by the seller. Accordingly, the Liquidated Damage shall be recovered from the seller along with applicable GST. Note: In case of package items (ordered as a complete system) with multiple order line items, the liquidated damage shall be applicable on the entire order value of that package and not on the value of the undelivered portions/items (even though a billing breakup has been available).
31.0	Bidder to sign and submit completely filled up Technical & Commercial check list and Technical Evaluation Matrix for Bid evaluation criteria and Technical specification failing which their offer will be rejected.
32.0	<u>APPLICABILITY OF BANNING POLICY OF OIL INDIA LIMITED:</u> Banning Policy dated 6th January, 2017 as uploaded in OIL’s website will be applicable against the tender (and order in case of award) to deal with any agency (bidder/contractor/supplier/vendor/service provider) who commits deception, default, fraud or indulged in other misconduct of whatsoever nature in the tendering process and/or order execution processes. Applicability of the policy shall include but not limited to the following in addition to other actions like invoking bid security/performance security/cancellation of order etc. as deemed fit and as mentioned elsewhere in the tender: A) BACKING OUT BY BIDDER WITHIN BID VALIDITY B) BACKING OUT BY SUCCESSFUL BIDDER AFTER ISSUE OF LOA/ORDER/CONTRACT C) NON/POOR PERFORMANCE AND ORDER/CONTRACT EXECUTION DEFAULT The bidders who are on Holiday/Banning/Suspension list of OIL on due date of submission of bid/ during the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening/evaluation/award. If the bidding documents were issued

	inadvertently/downloaded from website, the offers submitted by such bidders shall also not be considered for bid opening/evaluation/Award of Work.
33.0	PACKAGING: The Seller, wherever applicable shall after proper painting, pack and crate all goods for air/road/rail transportation in a manner suitable to tropical humid climatic region in accordance with the internationally accepted practices and in such a manner so as to protect it from damage and deterioration, in transit by air or road or rail and during storage at the storehouse. The Seller shall be held responsible for all damages due to improper packing. The Seller shall ensure sizing or packing of all oversized consignments in such a way that availability of carrier and/or road/rail route is properly taken into consideration. Seller shall comply with the Packing, Marking and Despatch Instructions and Special Packaging Requirement as per this Bidding Document. All items must have their respective identification marks painted /embossed on them.
34.0	<u>ROAD DESPATCH</u> a) In the event of an order other than FOR Destination terms, the material will be required to despatch through OIL’s approved transporters (which will be specified in the order) on “Door Delivery” basis. [Note: Sundry Consignment with weight lesser than 03 Tons shall be delivered at OIL’s approved transporters godown] b) For orders placed on FOR Destination basis, the material will be required to despatch through reputed Bank approved transporters only on Door Delivery basis. In case OIL is required to collect the material from transporters Godown, extra expenditure incurred thereof will be recovered from the Bidder/seller. c) The SELLER shall ensure with Transport Company the delivery of materials within a reasonable transit period. SELLER shall also obtain from transporter, particulars of Lorry Number, Transporter’s Challan Number, destination of lorry (if transshipment is involved), Transporter’s Agent at destination, if any, etc. and intimate same to OIL.
35.0	SHORT SHIPMENTS: Seller should thoroughly check all items in the packing before effecting shipment. If any item(s) are found short packed in sound boxes on examination at project site, Seller shall be responsible to supply short packed items free of charge on receipt of advice from Purchaser. Seller shall also be responsible to bear the import duty levied by Indian Customs on such short-packed items.
36.0	In case a Startup [defined as per Ministry of Commerce and Industry (Department of Industrial Policy and Promotion, DIPP) latest notification]/ MSE is interested in supplying the tendered item but does not meet the Pre-Qualifying Criteria (PQC)/ Proven Track Record (PTR) indicated in the tender document, the Startup/MSE is requested to write a detailed proposal separately, and not against the present tender requirement, to the tender issuing authority about its product. Such proposals shall be accompanied by relevant documents in support of MSE (where applicable) or in case of Startup, following documents shall be given: 1. Certificate of Recognition issued by the Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India. 2. Certificate of incorporation. 3. Audited Profit & Loss (P&L) Statement of all the Financial Years since incorporation. In case where the Balance sheet has not been prepared, bidder shall submit a certificate in

	<p>original from its CEO/CFO stating the turnover of the bidding entity separately for each Financial Years since incorporation along with a declaration stating the reason for not furnishing the audited P&L Statement. This certificate shall be endorsed by a Chartered Accountant/Statutory Auditor.</p> <p>The Proposal shall be examined by OIL and OIL may consider inviting a detailed offer from the Startup/MSE with the intent to place a TRIAL or TEST Order, provided the Startup/MSE meets the Quality and Technical Specifications.</p> <p>In case the Startup/MSE is successful in the Trial Order, the vendor shall be considered for PQC exemption/relaxation (as the case may be) for the next tender for such item till the time it remains a Startup/MSE.</p>
37.0	<p>IMPORTANT NOTES: Bidders shall take note of the following important points while participating in OIL’s e-procurement tender:</p> <p>a) Bid should be submitted online in OIL’s E-procurement site up to 11.00 Hrs. (IST) (Server Time) on the date as mentioned and will be opened on the same day at 14.00 Hrs. (IST) at the office of the Head-Materials in presence of the authorized representatives of the bidders.</p> <p>b) Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid. The documents in physical form mainly the Original Bid Security if received by the Company after the deadline for submission prescribed by the Company shall be rejected and shall be returned to the Bidders in unopened condition immediately.</p>
38.0	<p><u>CLAUSES RELATED TO GST</u></p> <p>a. For the purposes of levy and imposition of GST, the expressions shall have the following meanings:</p> <p>(a) GST - means any tax imposed on the supply of goods and/or services under GST Law.</p> <p>(b) Cess – means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017.</p> <p>(c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.</p> <p>b. The rates quoted by the bidders shall be inclusive of all taxes, duties and levies. However, bidders are required to provide separately the rate and amount of all types of taxes, duties and levies. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference in case the rate of duty/ taxes finally assessed is on the lower side. Further, bidders have to clearly show the amount of GST separately in the Tax Invoices. Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.</p>

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

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

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

f. **When Input tax credit is available for Set Off**

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

When Input tax credit is NOT available for Set Off

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

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

h. In case Input Tax Credit of GST is denied or demand is recovered from OIL by the Central / State Authorities on account of any non-compliance by bidders, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify OIL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses

	and liability that may arise due to such non-compliance. OIL, at its discretion, may also withhold/recover such disputed amount from the pending payments of the bidders.
39.0	<p><u>PRICE BID FORMAT:</u></p> <p>Price bid format has been uploaded alongwith the tender documents. All the price components of price bid format must be quoted.</p>

XXXXXXXXXXXXXXXXXXXX

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

In addition to BRC/BEC criteria of General Terms & Conditions for Indigenous tenders (MM/LOCAL/E01/2005) including amendments thereof, the following clause will be applicable against the tender.

(I) BID REJECTION CRITERIA (BRC):

The bids shall broadly conform to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the items offered do not conform to required parameters stipulated in the technical specifications and to the respective international/national standards wherever stipulated.

Notwithstanding the general conformity of the bids to the stipulated specifications and terms and conditions, the following requirements will have to be particularly met by the Bidders, without which the same will be considered as non-responsive and rejected.

A.1 BRC- TECHNICAL:

1. The Items shall be manufactured & tested as per relevant API norms as specified in the Tender (IF APPLICABLE). Bidder must confirm.

2. Experience:

A. MANUFACTURERS EXPERIENCE: IN CASE THE BIDDER IS THE MANUFACTURER

If the bidder is a manufacturer of the offered item(s), then they must satisfy the following criteria for manufacturing and supply experience and furnish the relevant documentary evidences as per below along with the technical bid:

i. They must have an experience of minimum 5 (Five) years in manufacturing the quoted item(s) under relevant API certification as on the original bid closing date of the tender. Copies of relevant API certificates (having API authorization(s) for the item(s) mentioned in the tender) for the last 5 (Five) years (i.e. continuous without having any break in between) shall be submitted along with techno-commercial bid. Bids without copies of valid relevant API certificates or with break(s) in between will be rejected.

Note: The above clause will be applicable only for those item(s) manufactured under API certifications, as specified in the tender.

ii. The bidder should have manufactured and supplied minimum 50% quantity (to be rounded to next higher whole figure) of the tendered items, of same or higher capacity and same or higher sizes, to any E&P companies/Drilling Contractors/Drilling service providers during last 5 (five) years as on original bid closing date of the tender (either by themselves or through their sole selling agent/distributor/dealer/supply house). Documentary evidence in respect of manufacturing and supplying the above mentioned items should be submitted with the technical bid, in the form of copies of relevant signed and sealed Purchase Orders (PO date should be within the last 05 years) along with copies of any of the following documents in

respect of satisfactory execution of each of those Purchase Orders failing which the bids will be rejected:

- i). Signed and sealed Satisfactory supply / completion / installation report (in original on user's letter head) (OR)
- ii). Bill of Lading (OR)
- iii). Consignee delivery receipt / challan (OR)
- iv). Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/Vat.
- v). Commercial Invoice/ Payment Invoice

B. IN CASE THE BIDDER IS NOT A MANUFACTURER:

If the bidder is a sole selling agent / distributor / dealer / supply house of any manufacturer, then bidder must furnish the following documents along with the technical bid failing which the bids will be rejected:

I. Authorization certificate from the manufacturer (in original on manufacturer's letter head) should be submitted along with the technical bid. This certificate should be valid at the time of bidding and should remain valid during the entire execution period of the order.

II. Undertaking from the manufacturer (in original on manufacturer's letter head) guaranteeing supply of items to the bidder in the event of an order on the bidder. This certificate should be valid at the time of bidding and should remain valid during the entire execution period of the order.

III. Warranty backup from the manufacturer in original on manufacturer's letter head against the quality of the tendered item(s) as specified in the tender.

IV. Documentary evidence in respect of manufacturer's experience in manufacturing under relevant API certification (if applicable) as specified under para 2.A.(i) from the concerned manufacturer.

V. Documentary evidence in respect of manufacturer's supply experience as specified under para 2.A.(ii) from the concerned manufacturer (having supplied such items either by manufacturer themselves or through their sole selling agent / distributor / dealer / supply house).

VI. Documentary evidence in respect of bidder's own supply experience of supplying minimum 25% quantity (to be rounded to next higher whole figure) of the tendered items, of same or higher capacity and same or higher sizes, during last 5 (five) years as on original bid closing date of the tender as specified in the para 2.A.(ii).

3. If the bidder is a manufacturer and has supplied minimum 25% quantity (to be rounded to next higher whole figure) of the tendered items (of same or higher capacity and same or higher sizes) to OIL during last 5 (five) years as on original bid closing date of the tender either by themselves or through their sole selling agent/distributor/dealer/supply house and whose past performance has been satisfactory, the bidder need not satisfy Clause 2.A. ii. In this situation the bidder shall have to indicate the Purchase Order (P.O.) Nos. of OIL in their technical bid.

4. If the bidder is sole selling agent / distributor / dealer / supply house of any manufacturer and has submitted bid of the manufacturer who has supplied minimum 25% quantity (to be rounded to next higher whole figure) of the tendered items (of same or higher capacity and same or higher sizes) to OIL during last 5 (five) years as on original bid closing date of the tender either by themselves or through their sole selling agent/distributor/dealer/supply house and whose past performance has been satisfactory, the manufacturer need not satisfy Clause 2.A. ii. In this situation the bidder shall have to indicate the Purchase Order (P.O.) Nos. of OIL executed by that manufacturer in their technical bid. However, such bidder must meet Clause No. 2.(B).(VI) above.

5. The bidder should categorically confirm in the technical bid that the tendered items will be supplied within the delivery period as mentioned in the tender, without which the bid will be rejected.

6. Additional Documents:

6.1 In case, for supplementing manufacturer's supply experience criteria (2.A.ii), the manufacturer submits Purchase Order(s) and relevant documents which is through their sole selling agent/distributor/dealer/ supply house, then following additional documents are also to be submitted:

a) Copies of signed Purchase Order(s) /Contract agreement(s) between the manufacturer and the sole selling agent/distributor/dealer/supply house and copies of any of the following documents in respect of satisfactory execution of each of those Purchase Order(s)/Contract agreement(s).

i) Bill of Lading (OR)

ii) Commercial Invoice / Payment of Invoice of the OEM (OR)

iii) Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/Vat/GST.

6.2 In case, for supplementing the supply experience criteria for both itself and the manufacturer (2.B.V & 2.B.VI), the sole selling agent / distributor / dealer / supply house of the manufacturer submits same set of signed Purchase Order(s) and relevant documents, then following additional documents are also to be submitted:

a) Copies of signed Purchase Order(s) /Contract agreement(s) between the manufacturer and the sole selling agent/distributor/dealer/supply house and copies of any of the following documents in respect of satisfactory execution of each of those Purchase Order(s)/Contract agreement(s).

i) Bill of Lading (OR)

ii) Commercial Invoice / Payment of Invoice of the OEM (OR)

iii) Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/Vat/GST.

(B) BRC -FINANCIAL:

1.0 **Annual Turnover** - The bidder shall have annual financial turnover of minimum **INR 61.32 Lakhs** during any of the preceding 3 (Three) financial/accounting years reckoned from the original bid closing date of the tender.

2.0 "Net Worth" of the bidder must be positive for the financial/accounting year just proceeding to the original Bid Closing Date of the Tender (**i.e., Year 2019-20**).

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 (**ref. Proforma-6**) certifying that 'the balance sheet/Financial Statements for the financial year **2019-20** has actually not been audited so far'.

Note:

- a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the technical 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 **Proforma-7**.
- OR
- ii) Audited Balance Sheet along with Profit & Loss account.
- b) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/ State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.

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\$, then 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 Attachment XX) on parent / ultimate parent/ holding company's company letter head signed by an authorised 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.

(C) BRC -COMMERCIAL:

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

Rejection Criteria.

1.0 Bids are invited online under **Single Stage Two Bid System**. Bidders must prepare the Techno-Commercial Bid (Unpriced) as well as the Priced Bid separately and upload both these bids in OIL's e-procurement portal at the designated fields separately assigned. **Please note that no price details should be furnished in the Technical (i.e. Unpriced) bid.** The "Unpriced Bid" shall contain all techno-commercial details except the prices/costs. The rate and amount columns in the unpriced technical bid must be kept blank. The "Price Bid" must contain the price schedule and the bidder's commercial terms and conditions. Bidder not complying with above submission procedure will be rejected.

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

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

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

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

6.0 **Bid Security (EMD) as applicable must either be deposited through online payment gateway or submitted to OIL in the form of original Bank Guarantee (hard copy) on or before the scheduled Bid Closing date & time of the Tender.** The Validity and Amount of Bid Security (EMD) must be strictly as specified in the covering letter of this bid document. Bid shall be rejected without further reference, if the Bid Security (EMD) is not received strictly as above, except where exempted. OIL will not assume any responsibility whatsoever for submission of deficient/faulty Bid Security or for delay/non-delivery of the same.

6.1 For exemption for submission of Bid Security please refer to relevant Clause of "General Terms & Conditions" for e-Procurement as per Booklet No. MM/LOCAL/E-01/ 2005 - May2020 for E-procurement (LCB Tenders).

7.0 Bidders must confirm that goods/materials to be supplied against the order arising out of this tender shall be of recent make, unused, of the best quality & workmanship and free from defects. The Bidder must undertake to stand guaranteed the supplies for a period of 18 months from date of shipment / dispatch or 12 months from the date of receipt at site, whichever is earlier; against any defects arising from faulty materials, workmanship or design. Defective goods/materials rejected by OIL, whether the entire lot or part thereof, shall be replaced immediately by the supplier (on DDP Duliajan terms) at the supplier's expenses at no extra cost to OIL.

8.0 Successful bidder shall be required to furnish a Performance Security equivalent to ten percent (10%) of total evaluated value of Order within 30 days of receipt of LOA/notification of award. The Performance Bank Guaranty must remain valid throughout the period of execution, including extension if any. 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.**

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

10.0 Bidders must submit prices as indicated in the price bid format provided hereunder. In case, various charges (except basic material value) are not indicated item wise specifically, the charges quoted would be pro-rata calculated and the same will be binding on the bidder. Hence, bidders are requested to quote accordingly.

11.0 Bidders are required to submit their price bids strictly as per the formats provided in Clause ref. 39.0 of Part: CC of Annexure-A.

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

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

13.0 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) **Original Bid Security not received within the stipulated date & time mentioned in the Tender.**
- c) **Bid Security with (i) validity shorter than the validity indicated in Tender and/or (ii) Bid Security amount lesser than the amount indicated in the Tender.**

(II) BID EVALUATION CRITERIA:

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

1.0 Bidders must submit prices as indicated in the price bid format provided in **Clause ref. 39 of Part: CC of Annexure-A.**

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

3.0 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made as under, subject to corrections / adjustments given herein.

Note:

1) Domestic Bidders must quote inland freight charges upto Duliajan. In case bidder fails to quote inland freight charges, highest freight quoted by domestic bidder

(considering pro-rata distance) against this tender or OIL's estimated freight, whichever is higher, shall be loaded to their offer for comparison purpose.

2) For tenders with duty exemption benefit – Indigenous bidder shall be eligible for concessional rate of GST @5% against Essentiality Certificate.

4.0 **The Grand Total FOR Destination Value (M) will compared for evaluation.**
Parameters which are not applicable as per the tender document/scope of work are to be excluded.

- A)** Total cost of Materials:
- B)** Total cost of commissioning & mandatory spares(if applicable):
- C)** Total basic Material Value (A+B)
- D)** Total TPI & packing/forwarding Charges, if any
- E)** Quantity
- F)** Total Ex-works Value $\{(C + D) \times E\}$:
- G)** GST @5% against EC
- H)** FOR Despatching station value (F+G)
- I)** Total freight & insurance charges upto Duliajan
- J)** Total FOR Destination Value (H + I)
- K)** Total PDI/Inst. & Comm./Training/AMC charges (if applicable)
- L)** Total cost of operational spares (if applicable)
- M)** Grand Total FOR Destination Value (J+K+L)

5.0 Other terms and conditions of the enquiry shall be as per General Terms and Conditions for Indigenous 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 Indigenous Tender of the tender and/or elsewhere, those mentioned in this BEC / BRC shall prevail.

***** **END OF ANNEXURE – B** *****

**RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY
WHICH SHARES A LAND BORDER WITH INDIA**

1.0 Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide office memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020 (order-Public Procurement no.1) has proclaimed the insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 w.e.f. 23rd July, 2020 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, **“PROFORMA -1”** 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.

PROFORMA -1

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
MATERIALS DEPARTMENT
DULIAJAN, ASSAM, INDIA

Dear Sirs,

We have read the clause regarding restrictions on procurement from a bidder of 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.

PROFORMA -2

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)

PROFORMA – 3

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.....**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 he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during 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

Section 4 -Compensation for Damages

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

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

3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less

damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 -Previous transgression

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

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

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

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

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

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

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

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

Section: 8 -External Independent Monitor/Monitors

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

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

3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and

demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

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

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

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

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

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

Section:9 -Pact Duration

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

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

Section:10 -Other provisions

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

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

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

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

Sd-
(TUHIN ROY)
Chief Manager Materials (FD)

.....
For the Principal

.....
For the Bidder/Contractor

Witness 1:
Witness 2:

Place. Duliajan
Date .

PROFORMA -4

BID SECURITY FORM

TO,
OIL INDIA LIMITED
P. O. - DULIAJAN - 786 602
ASSAM, INDIA

Whereas (herein after called 'the Bidder') has submitted their Bid No. dated..... against OIL INDIA LIMITED, DULIAJAN, ASSAM, INDIA (hereinafter called the Purchaser)'s tender No..... for the supply of (hereinafter called 'the Bid') KNOW ALL MEN by these presents

That weof having our registered office at (hereinafter called 'the Bank') are bound unto the Purchaser, in the sum of..... for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the said Bank thisday of

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws their Bid during the period of Bid validity specified by the Bidder,
or
2. If the Bidder, having been notified of the acceptance of their bid by the Purchaser during the period of bid validity:
 - a) fails or refuses to accept the order; or
 - b) fails or refuses to furnish the performance securityor
3. If the Bidder furnishes fraudulent document/information in their bid.

We undertake to pay to the Purchaser up to the above amount upon receipt of their first written demand (by way of letter /fax/cable) without the Purchaser having to substantiate their demand, provided that in their demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of any of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including _____ (*Bidder to indicate specific date as mentioned in the tender*), and any demand in respect thereof should reach the Bank not later than the above date.

The details of the issuing bank and controlling bank are as under:

A. Issuing Bank

- 1. Full address of the bank:**
- 2. Email address of the bankers:**
- 3. Mobile nos. of the contact persons:**

B. Controlling Office

- 1. Address of the controlling office of the BG issuing banks:**
- 2. Name of the contact persons at the controlling office with their mobile nos. and email address:**

Signature & Seal of the Bank

PROFORMA - 5
PERFORMANCE SECURITY FORM

TO,
OIL INDIA LIMITED,
DULIAJAN - 786 602
ASSAM, INDIA

WHEREAS.....
(Name of the Seller)
(herein after called 'the Seller') has undertaken, in pursuance of Order No.....
.....dated...../...../..... to supply.....
.....(description of Goods
and Services) hereinafter called 'the Contract'.

AND WHEREAS it has been stipulated by you in the said Contract that the Seller shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as security for compliance with the Seller's performance obligation in accordance with the Contract.

AND WHEREAS we have agreed to give the Seller a Guarantee:

THEREFORE, we hereby affirm that we are Guarantors on responsible to you, on behalf of the seller, upto a total of..... (Amount of the Guarantee in words and figures) and we undertake to pay you, upon first written demand declaring the Seller to be in default under the contract and without cavil or argument and sum or sums within the limits of.....
.....(Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee is valid until the day of

The details of the issuing bank and controlling bank are as under:

A. Issuing Bank

- 1. Full address of the bank:**
- 2. Email address of the bankers:**
- 3. Mobile nos. of the contact persons:**

B. Controlling Office

- 1. Address of the controlling office of the BG issuing banks:**
- 2. Name of the contact persons at the controlling office with their mobile nos. and email address:**

Signature & Seal of the guarantors

Date
.....
Witness

PROFORMA – 5A

**UNDERTAKING BY VENDOR ON SUBMISSION OF
PERFORMANCE BANK GUARANTEE**

To,
Oil India Limited
Materials Department
Duliajan – 786602. Assam

We M/s are submitting the performance security in favor of Oil India Limited, Duliajan in the form of bank guarantee bearing reference no. for an amount of INR/USD/EUR valid up to as per terms and conditions of Purchase Order/No.

PBG issuing bank details:-

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

Declaration:-

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

Authorised Signature

Name

Vendor Code

Email ID

Mobile No

Encl: Original performance bank guarantee

PROFORMA – 6

FORMAT FOR CERTIFICATE OF COMPLIANCE OF FINANCIAL CRITERIA

**ON THE OFFICIAL PAD OF THE BIDDER TO BE EXECUTED BY THE AUTHORIZED
SIGNATORY OF THE BIDDER**

Ref: Clause No. B - Financial Criteria of the BEC

Tender No.: _____

**I the authorized signatory(s) of
..... (Company or firm name with address) do hereby solemnly
affirm and declare as under:-**

**The balance sheet/Financial Statements for the financial year
_____ (as the case may be) has actually not been audited as on the
Original Bid closing Date.**

Place :.....

Date :.....

Signature of the authorized signatory

Note: This certificate are to be issued only considering the time required for preparation of Financial Statements i.e. if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date.

PROFORMA - 7

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY CONCERN

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

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

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

Place:

Date:

Seal

Membership No:

Registration Code:

Signature

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

PROFORMA – 8

**PARENT/ ULTIM ATE 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 atherein after called "the Guarantor" which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

WHEREAS M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their Tender No..... for.....and M/s.....(Bidder) intends to bid against the said tender and desires to have Financial support of M/s..... [Parent / Ultimate Parent/Holding Company(Delete whichever not applicable)] and whereas Parent/Ultimate Parent/Holding Company(Delete whichever not applicable) represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the Financial support as required by the bidder for qualifying and successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed by the Guarantor to give this Guarantee and undertakes as follows:

1. The Guarantor confirms that the Bidder is a 100% subsidiary of the Guarantor.
2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
3. The Guarantor have an annual financial turnover of minimum INR..... Cr or USD during any of the preceding 03(three) financial/ accounting years reckoned from the original bid closing date.
4. Net worth of the Guarantor is positive for preceding financial/ accounting year.
5. The Guarantor undertakes to provide financial support to the Bidder for executing the project/job, in case the same is awarded to the Bidder.
6. The Guarantor represents that:

(a) this Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.

(b) the liability of the Guarantor, under the Guarantee, is limited to the 100% of the order value between the Bidder and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Bidder.

(c) this Guarantee has been issued after due observance of the appropriate laws in force in India.

(d) this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of New Delhi, India.

(e) this Guarantee has been given without any undue influence or coercion, and that the

Guarantor has fully understood the implications of the same.

(f) the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

<p>for and on behalf of (Parent/Ultimate Parent/ Holding Company) (Delete whichever not applicable)</p> <p>Witness:</p> <ol style="list-style-type: none">1.2.	<p>for and on behalf of (Bidder)</p> <p>Witness:</p> <ol style="list-style-type: none">1.2.
---	--

ANNEXURE-C
BEC/BRC Evaluation matrix

Tender Requirement	Bidder's Response (i.e. Complied / Not complied / Not applicable). Bidder's Remark, if any	Name & ref no of relevant document submitted and Corresponding Page no
<p><u>A.1 BRC- TECHNICAL:</u></p> <p>1. The Items shall be manufactured & tested as per relevant API norms as specified in the Tender (IF APPLICABLE). Bidder must confirm.</p> <p>2. Experience:</p> <p>A. MANUFACTURERS EXPERIENCE: IN CASE THE BIDDER IS THE MANUFACTURER</p> <p>If the bidder is a manufacturer of the offered item(s), then they must satisfy the following criteria for manufacturing and supply experience and furnish the relevant documentary evidences as per below along with the technical bid:</p> <p>i. They must have an experience of minimum 5 (Five) years in manufacturing the quoted item(s) under relevant API certification as on the original bid closing date of the tender. Copies of relevant API certificates (having API authorization(s) for the item(s) mentioned in the tender) for the last 5 (Five) years (i.e. continuous without having any break in between) shall be submitted along with techno-commercial bid. Bids without copies of valid relevant API certificates or with break(s) in between will be rejected.</p> <p>Note: The above clause will be applicable only for those item(s) manufactured under API certifications, as specified in the tender.</p> <p>ii. The bidder should have manufactured and supplied minimum 50% quantity (to be rounded to next higher whole figure) of the tendered items, of same or higher capacity and same or higher sizes, to any E&P companies/Drilling Contractors/Drilling service providers during last 5 (five) years as on original bid closing date of the tender (either by themselves or through their sole selling agent/distributor/dealer/supply house). Documentary evidence in respect of manufacturing and</p>		

supplying the above mentioned items should be submitted with the technical bid, in the form of copies of relevant signed and sealed Purchase Orders (PO date should be within the last 05 years) along with copies of any of the following documents in respect of satisfactory execution of each of those Purchase Orders failing which the bids will be rejected:

- i). Signed and sealed Satisfactory supply / completion / installation report (in original on user's letter head) (OR)
- ii). Bill of Lading (OR)
- iii). Consignee delivery receipt / challan (OR)
- iv). Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/Vat.
- v). Commercial Invoice/ Payment Invoice

B. IN CASE THE BIDDER IS NOT A MANUFACTURER:

If the bidder is a sole selling agent / distributor / dealer / supply house of any manufacturer, then bidder must furnish the following documents along with the technical bid failing which the bids will be rejected:

I. Authorization certificate from the manufacturer (in original on manufacturer's letter head) should be submitted along with the technical bid. This certificate should be valid at the time of bidding and should remain valid during the entire execution period of the order.

II. Undertaking from the manufacturer (in original on manufacturer's letter head) guaranteeing supply of items to the bidder in the event of an order on the bidder. This certificate should be valid at the time of bidding and should remain valid during the entire execution period of the order.

III. Warranty backup from the manufacturer in original on manufacturer's letter head against the quality of the tendered item(s) as specified in the tender.

IV. Documentary evidence in respect of manufacturer's experience in manufacturing under relevant API certification (if applicable) as specified under para 2.A.(i) from the concerned manufacturer.

V. Documentary evidence in respect of manufacturer's supply experience as specified under para 2.A.(ii) from the concerned manufacturer (having supplied such items either by manufacturer themselves or through their sole selling agent / distributor / dealer / supply house).

VI. Documentary evidence in respect of bidder's own supply experience of supplying minimum 25% quantity (to be rounded to next higher whole figure) of the tendered items, of same or

higher capacity and same or higher sizes, during last 5 (five) years as on original bid closing date of the tender as specified in the para 2.A.(ii).

3. If the bidder is a manufacturer and has supplied minimum 25% quantity (to be rounded to next higher whole figure) of the tendered items (of same or higher capacity and same or higher sizes) to OIL during last 5 (five) years as on original bid closing date of the tender either by themselves or through their sole selling agent/distributor/dealer/supply house and whose past performance has been satisfactory, the bidder need not satisfy Clause 2.A. ii. In this situation the bidder shall have to indicate the Purchase Order (P.O.) Nos. of OIL in their technical bid.

4. If the bidder is sole selling agent / distributor / dealer / supply house of any manufacturer and has submitted bid of the manufacturer who has supplied minimum 25% quantity (to be rounded to next higher whole figure) of the tendered items (of same or higher capacity and same or higher sizes) to OIL during last 5 (five) years as on original bid closing date of the tender either by themselves or through their sole selling agent/distributor/dealer/supply house and whose past performance has been satisfactory, the manufacturer need not satisfy Clause 2.A. ii. In this situation the bidder shall have to indicate the Purchase Order (P.O.) Nos. of OIL executed by that manufacturer in their technical bid. However, such bidder must meet Clause No. 2.(B).(VI) above.

5. The bidder should categorically confirm in the technical bid that the tendered items will be supplied within the delivery period as mentioned in the tender, without which the bid will be rejected.

6. Additional Documents:

6.1 In case, for supplementing manufacturer's supply experience criteria (2.A.ii), the manufacturer submits Purchase Order(s) and relevant documents which is through their sole selling agent/distributor/dealer/ supply house, then following additional documents are also to be submitted:

a) Copies of signed Purchase Order(s) /Contract agreement(s) between the manufacturer and the sole selling agent/distributor/dealer/supply house and copies of any of the following documents in respect of satisfactory execution of each of those Purchase Order(s)/Contract agreement(s).

i) Bill of Lading (OR)

ii) Commercial Invoice / Payment of Invoice of the OEM (OR)

iii) Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/Vat/GST.

6.2 In case, for supplementing the supply experience criteria for both itself and the manufacturer (2.B.V & 2.B.VI), the sole selling agent / distributor / dealer / supply house of the

<p>manufacturer submits same set of signed Purchase Order(s) and relevant documents, then following additional documents are also to be submitted:</p> <p>a) Copies of signed Purchase Order(s) /Contract agreement(s) between the manufacturer and the sole selling agent/distributor/dealer/supply house and copies of any of the following documents in respect of satisfactory execution of each of those Purchase Order(s)/Contract agreement(s).</p> <p>i) Bill of Lading (OR) ii) Commercial Invoice / Payment of Invoice of the OEM (OR) iii) Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/Vat/GST.</p>		
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ANNEXURE-D
TECHNICAL EVALUATION MATRIX

Tender Requirement	Bidder's Response (i.e. Complied / Not complied / Not applicable). Bidder's Remark, if any	Name & ref no of relevant document submitted and Corresponding Page no
<p><u>Item 10 -PNEUMATIC WINCH, QUANTITY- 03 Nos WITH UNDERNOTED SPECIFICATIONS:</u></p> <ol style="list-style-type: none"> 1. Rated Line Pull, Top layer capacity: 2270 Kg.(5000 Lbs.) 2. Rated Line Speed, top layer: 40 m/min. (131 Ft./min.) 3. Air Pressure Rating: 6 - 8.4 Kg/Sq. cm. (90 - 120 PSI) 4. Wire rope size: 5/8" (16 mm) wire rope 5. Rope Storage Capacity, Full Drum: 200 m (656 Fts, minimum.) 6. Drum Root Diameter: 235 mm (9.25", Approx) 7. Drum Length: 26" (660.4mm, maximum) 8. Average Air Consumption: 700 ft³/min (20 m³/min) 9. Air Inlet: 1.1/4" NPT 10. Motor Horse Power: 25 HP 11. Net Weight without wire rope should not exceed 500 Kg (1100 Lbs, maximum.) 12. Overall Length: 1270 mm (50") <p>A) THE WINCH SHOULD BE COMPLETE WITH THE FOLLOWING:</p> <ol style="list-style-type: none"> 1. Brake: Manual Drum Type, Lever Actuated 2. Control: Single lever control (Throttle) for both lifting & lowering of load. Spring Return to neutral with Lift & Shift engagement mechanism. 3. Drum Guard 4. Foot print base for K5UL bolt pattern. 5. Improved surface finish with durable thermo-plastic coating 6. Clutch: Free spooling type for unloading rope 7. Exhaust Muffler 8. Air Preparation Assembly: Complete with Air Filter, Air Regulator, Air Lubricator, Strainer & all required fittings. 9. Air Hose: 15.25 m (50 ft.) long and 38.1 mm (1.5") I.D. inlet air hose. 		

SPECIAL TERMS & CONDITIONS:

1.0 The items shall be brand new, unused & of prime quality. The manufacturer shall warrant (in the event of an order) that the product supplied will be free from all defects & fault in material, workmanship & manufacture and shall be in full conformity with ordered specifications. This clause shall be valid for 18 months from date of shipment/ dispatch or 12 months from the date of receipt of the items, whichever is earlier. The defective materials, if any, rejected by OIL shall be replaced by the supplier at their own expense. **Bidders must confirm the same in their quotations.**

2.0 The quotation must accompany one set of relevant catalogue, literature & drawing with exploded view illustrating all components, foot print, spare part list with part nos. and price of each & every spare along with the quotation. Another 4 such sets should be forwarded along with consignment in the event of placement of order. Bidder to confirm the same while quoting.

3.0 Bidders should forward a list of recommended spares indicating quantity, part name & no. and price year wise for five-year operation. **The cost of these items shall not be considered for evaluation.**

4.0 Test certificate verifying performance & brake holding capacity should be forwarded along with the supply. Bidder to confirm the same while quoting.

5.0 Stockiest / Supply houses quoting for the item must forward authorization with warranty backup from the manufacturers.

6.0 **Bidder should categorically confirm in the technical bid a delivery schedule for dispatch of the items within Six (06) months after receipt of formal order failing which their offer will be rejected.**

ANNEXURE-E

CHECK LIST

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

A) TECHNICAL CHECKLIST

Sl. No	DESCRIPTIONS	REMARKS
1	Whether quoted the item as manufacturer ?	YES / NO
2	Whether quoted the item as sole selling agent / distributor / dealer / supply house of any manufacturer ?	YES / NO
3	Whether the items would be brand new, unused & of prime quality ?	YES / NO
4	Whether the offered items are as per our NIT requirement ?	YES / NO
5	Whether the item would be free from all defects & fault in material, workmanship & manufacture and shall be in full conformity with ordered specifications ?	YES / NO
6	Whether the defective item/ parts, if any, rejected by us will be replaced by you free of cost ?	YES / NO
7	Kindly specify the Delivery Period in weeks	YES / NO
8	Whether bidder (other than OEM) has forwarded the copy of authorization letter from the original manufacture to sell their products to OIL INDIA LIMITED?	YES / NO
9	Any deviation from NIT?	YES / NO

B. COMMERCIAL CHECKLIST:

<u>Sl#</u>	<u>REQUIREMENT</u>	<u>COMPLIANCE</u>
1.0	Whether bid submitted under Single Stage Two Bid System?	Yes / No
2.0	Whether quoted as manufacturer?	Yes / No
2.1	Whether quoted as OEM Dealer / Supply House. To Specify-	Yes / No
2.2	If quoted as OEM Dealer / Supply House	Yes / No
	(a) Whether submitted valid and proper authorization letter from manufacturer confirming that bidder is their authorized Dealer / supply House for the product offered ?	
	(b) Whether manufacturer's back-up Warranty/Guarantee certificate submitted?	
3.0	Whether ORIGINAL Bid Bond (not copy of Bid Bond) as per Revised Format(Annexure VII Revised) Sent separately? If YES, provide details	Yes / No
	(a) Amount :	
	(b) Name of issuing Bank :	
	(c) Validity of Bid Bond :	
4.0	Whether offered firm prices ?	Yes / No
4.1	Whether quoted offer validity of 120 days from the bid closing date of tender?	Yes / No
4.2	Whether quoted a firm delivery period?	Yes / No
4.3	Whether agreed to the NIT Warranty clause?	Yes / No
4.4	Whether confirmed acceptance of NIT Payment Terms	Yes / No
5.0	Whether confirmed to submit PBG as asked for in NIT?	Yes / No
5.1	Whether agreed to submit PBG within 30 days of placement of order?	Yes / No
6.0	Whether Price submitted as per Price Schedule ?	Yes / No
7.0	Whether quoted as per NIT (without any deviations)?	Yes / No
7.0	Whether quoted any deviation?	Yes / No
7.1	Whether deviation separately highlighted?	Yes / No
8.0	Whether indicated the country of origin for the items quoted?	Yes / No

8.1	Whether technical literature / catalogue enclosed?	Yes / No
8.2	Whether weight & volume of items offered indicated?	Yes / No
9.0	For Indian Bidders – Whether indicated the place from where the goods will be dispatched. To specify :	Yes / No
9.1	For Indian Bidders – Whether road transportation charges up to Duliajan quoted?	Yes / No
9.2	For Indian Bidders only - Whether offered Ex-works price including packing/forwarding charges?	Yes / No
9.3	For Indian Bidders only - Whether indicated import content in the offer?	Yes / No
9.4	For Indian Bidders only - Whether offered Deemed Export prices?	Yes / No
9.5	For Indian Bidders only – Whether all applicable Taxes & Duties have been quoted?	Yes / No
10.0	Whether all BRC/BEC clauses accepted ?	Yes / No
11.0	Whether Integrity Pact with digital signature uploaded?	Yes / No
11.1	Whether all the clauses in the Integrity Pact have been accepted?	Yes / No

C. TO BE FILLED UP IN DETAIL:

Sl No	Requirement	Bidder's Reply
01	Offer reference & Date	
02	Name, Address, Phone No & E-mail of Bidder	
03	Bank details of Bidder	
04	Name of Manufacturer	
05	Bid validity	
08	Payment Terms	
09	Guarantee/Warranty Terms	
10	Delivery Period	
11	Country of Origin	
12	Port of Despatch / Despatching Station	
13	Confirm submission Integrity pact, if required as per NIT	
14	Confirm acceptance of PBG clause, if required as per NIT	
15	Compliance to: Liquidated Damage Warranty/Guarantee Arbitration/Resolution of Dispute Force Majeure Applicable laws	
16	Confirm submission of the balance sheet/Financial Statements for the financial year 2019-20. If not, whether declaration as per BRC submitted (refer Annexure-B3).	
17	Confirm submission of undertaking towards authenticity of submitted documents (refer Annexure-A4).	
18	Exception/Deviations quoted, if any, to be given in details or refer to respective page of the bid documents	

Signature _____

Name _____

Designation _____