

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

Tender No. & Date : SSG2296P23/P5 20.12.2022

Tender Fee : INR 0.00 OR USD 0.00
 Bid Security Amount : INR 0.00 OR USD 0.00

Bidding Type :

Bid Closing On : 22.02.2023 at 13:00 hrs. (IST)

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Performance Guarantee : Applicable

OIL INDIA LIMITED invites Global tenders for items detailed below:

Item No./ Mat. Code	Material Description	Quantity	UOM
10 85045067	<p>CEMENT ADDITIVES FOR LOW SALT SLURRIES Cement Friction Reducer</p> <p>1. <u>Physical State</u> : The materials shall be a free flowing powder, free from dirt and foreign materials.</p> <p>2. <u>Solubility (in fresh water* at 24+2 Deg.C percent by mass)</u>: 2 gms of material should be completely soluble in 100 ml of distilled water at 24+2°C.</p> <p>3. <u>Moisture content, percent by mass determined at 105+2 °C</u>: 10.0 (Maximum)</p> <p>4. <u>Performance test</u> : The critical velocity at 80°C of 44% slurry of class 'G' (HSR type) treated with 0.8% of turbulence inducer shall not be more than 50% of neat slurry calculated for 3" equivalent dia. (600 reading of Fann VG meter not to be considered for calculation of n' and k').</p> <p>5. <u>Thickening Time</u> : The addition of 1.0% turbulence inducer to 44% class 'G' (HSR type) cement slurry shall show an increase in thickening time of neat slurry at 100°C and 8200 psi, raised in 34 minugd_x (API Schedule 7g).</p> <p>6. <u>Fluid Loss Test</u> : Fluid loss of given slurry composition shall not exceed 75% of fluid loss of neat slurry in composition 30 minutes determined at 90°C and 1000 psi.</p> <p>Water to cement ration 0.44% Turbulence inducer - 1.0%</p> <p>7. <u>Packing</u> :</p> <p>(i) Packing should be in multi walled paper bags along with at least two (2) moisture proof layers and extra polythene Liner. It should prevent from damages during multiple handling as well as rigours of transit and storage. Capacity of the bags: 50 lbs (22.7 kg) or 55 lbs (25 kg).</p>	30000	KG

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Item No./ Mat. Code	Material Description	Quantity	UOM
	<p>(ii) PELLETIZATION:-If supply is from foreign source, the supply should be in suitably pelletized forms.</p> <p>* Fresh Water : Total solids not exceeding 1000 ppm.</p> <p><u>Note :</u></p> <p>1. Bidders must submit 3 (three) tender samples of ½ kg each of the offered product in 3 (three) separate air tight sealed containers free of cost for technical evaluation, failing which their offer(s) will be rejected.</p> <p>2. Submission of tender sample is mandatory for all the bidders including those who were earlier exempted from submission of tender samples. All the exemption letters issued by OIL in this regard stand withdrawn. Hence all the bidders are to ensure strict compliance of the above.</p> <p>3. Manufacturer's Test Certificate should be furnished along with the despatch documents.</p>		

Standard Notes: 1.0 The tender will be governed by "General Terms & Conditions" for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005-July2012 for E-procurement (ICB Tenders) including Amendments and Addendums.

2.0 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. Please go through the help document in details before uploading the document and ensure uploading of technical bid in the Technical RFX Response-> User-> Technical Bid only. The "Price Bid" must contain the price schedule and the bidder's commercial terms and conditions. The price bid of the items should be uploaded as an attachment under Notes & Attachments tab as per Annexure-P. No price should be given in above Technical Rfx otherwise the offer will be rejected.

3.0 Bid should be valid for minimum 120 days from bid closing date, failing which offer shall be rejected.

4.0 No Bid Security/ Earnest Money Deposit (EMD) shall be applicable. Instead of EMD/ Bid Security, all bidders shall be required to sign a "#Bid securing declaration" accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the NIT/ Purchase order, they shall be suspended for the period of 2 (two) years. This suspension of two years shall be automatic without conducting any enquiry. Bidders shall submit "#Bid Securing Declaration" as per enclosed annexure along with their technical bids.

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

a) Detailed Catalogue.

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- b) Any other document required to be submitted in original as per tender requirement.

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

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

7.0 Bidder's response to all NIT stipulations shall clearly be defined. Bidder shall furnish specific details/ specifications of all major components, systems with Make & Model etc. Generalised response like-'As per NIT Specifications/ Technical Leaflet', 'Noted', 'and Accepted' or in any similar fashion is not acceptable.

8.0 Oil India Limited (OIL) has upgraded its E-tender Portal. As part of the new system, the intending bidder must have Encryption Certificate along with Digital Signature Certificate (DSC) of Class III [Organization]. The date for implementation of new system is 12th April 2017 and the requirement of the new DSC will be applicable for the tenders floated on 12th April 2017 onwards. All our current and prospective esteemed bidders are therefore requested to acquire Class III DSC [Organization] along with Encryption Certificate issued by any of the Licensed Certifying Authorities (CA) operating under Controller of Certifying Authorities (CCA) of India as per Indian IT Act 2000. Guideline for getting Digital Signature and other related information are available on the e-tender website www.oilindia.com. The bid signed using any other digital certificate or digital certificate without organization name of the bidder, will be liable for rejection.

9.0 Encryption certificate is mandatorily required for submission of bid. In case bidder created response using one certificate (using encryption key) and bidder subsequently changes the digital signature certificate then the old certificate (used for encryption) is required in order to decrypt his encrypted response for getting the edit mode of his response. Once decryption is done, the bidder may use his new DSC certificate for uploading and submission of his offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of DSC certificate, Oil India Limited is not responsible.

10.0 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 @12% (for foreign & indigenous bidder) will be applicable as per Govt. Policy in vogue.

11.0 Bidders to take special note of the following conditions:

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

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

12.0 Oil India Limited (OIL) has upgraded its E-tender Portal. All the bidders are requested to go through the following documents available on the login Page of the OIL's E-tender Portal before uploading their bid.

- a) Guidelines to Bidders for participating in OIL.
b) New Vendor Manual.

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13.0 Please refer Annexure-CCC for BEC/ BRC applicable against this tender. Please ensure compliance to BEC/ BRC and submit requisite documentation, failing which offer may be liable for rejection.

14.0 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 must be received on or before the deadline given by the company, failing which the offer will be summarily rejected.

15.0 The prices of the items should be quoted as per Annexure-P and uploaded separately under the tab "Notes & Attachment".

16.0 In view of implementation of GST w.e.f. 01.07.2017, bidders to take note of Annexure-GST and to submit their offers complying with the same.

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

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

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

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

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

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inadvertently/ downloaded from website, the offers submitted by such bidders shall also not be considered for bid opening/ evaluation/ Award of Work.

20.0 PERFORMANCE SECURITY

20.1 Performance Security @ 3% of PO value shall be submitted in the form of a Bank Guarantee/Letter of Credit/ Demand Draft within 30 days of notification of purchase order/contract as per the format prescribed vide PROFORMA - 2. Validity of the performance security shall be 03 (three) months beyond the PO warranty period (i.e. 15 months from the date of order).

20.2 Additional Performance Security for PP-LC policy benefit: In Case the bidder seeks benefits as per PP-LC policy and the PO is awarded based on PP-LC policy benefit, then the bidder shall have to submit additional Bank Guarantee (format enclosed as PROFORMA - 3) equivalent to 10% of Total PO value towards fulfilment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC. The Additional Performance Security must be valid for 3 (three) months beyond the Warranty period indicated in the Purchase Order/contract agreement.

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

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

20.5 Bank Guarantee with condition other than those mentioned in OIL's prescribed format shall not be accepted.

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

20.7 The Performance Security shall be payable to Purchaser as compensation for any breach or loss resulting from Supplier's failure to fulfil its obligations under the Purchase Order/Contract. In the event of such default on the part of Seller, the Performance Security shall be encashed unconditionally and the proceeds thereof shall be forfeited without any further reference to the Seller. In such an eventuality, the Seller shall be liable to face penal actions including debarment as per OIL's Banning Policy, 2017.

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

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

20.10 Failure of the successful Bidder to comply with the requirements of above clauses shall constitute sufficient grounds for annulment of the award and forfeiture of their Bid Security or Performance Security. The defaulting party shall also be debarred from business as per OIL's Banning Policy, 2017.

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20.11 In case, the Performance Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the fake signatures, the LOI/Purchase Order issued/placed on the bidder shall be treated as cancelled forthwith and the bidder shall be banned from participating in future tenders in accordance with the provisions of Company's Banning Policy, 2017. Further, the Bid Security submitted by such bidder shall be invoked without any further reference, besides other penal action, as the Company may think appropriate.

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

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

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

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

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

Bank Details of Beneficiary

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

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

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

21.0 Revision, clarification, addendum, corrigendum, time extension etc to the tender will be hosted on OIL website only. No separate notification shall be issued. Bidders are requested to visit OIL website regularly to keep them updated.

22. As per clause 12.0 of General Terms & Conditions for Global Tender Page : 8 / 11 (MM/GLOBAL/01/2005) the Documents to be submitted are as below (Page 30 of 89):

"12.0 DOCUMENTATION:

12.1 Eight (8) copies of invoices, six (6) copies of BL/AWB and Four (4) copies of certificate of origin will be required to be furnished.

12.2 The Seller shall negotiate the documents through their Bank at its earliest convenience. However, in case of shipment from the ports of nearby countries (e.g., Singapore), the successful Bidder shall negotiate the documents within 7 days of shipment.

12.3 Seller shall also ensure that the shipping documents are received by OIL's Kolkata office 7 days (3 days in case of shipment from nearby countries/ports like Singapore) prior to the listed arrival of the vessel at Kolkata port. In case of air-freighted consignments, documents should be

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received within 7 days from the date of despatch. If the documents are not made available as requested it will not be possible for OIL to clear the consignments through Customs at the discharging port in time and the same will accrue demurrage. Expenses incurred by OIL due to late submission of documents would be recoverable fully from the successful Bidder or their Indian agent.

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

23.0 Note to Foreign bidders:

24.1 TAX RESIDENCY CERTIFICATE CLAUSE:

To take the benefit under respective DTAA, the non-resident will be required to furnish the following documents:

- 1) Tax residency certificate from the Government/Tax Department of the country of his residence;
- 2) Form 10F as per Rule 21AB of the Indian Income Tax Rules,1962;
- 3) No-Permanent Establishment in India Declaration

Accordingly, in the cases of pure supply of goods (other than the cases of procurement of software or any other intellectual property), following process may be adopted:

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

- (i) Remittances are to be made exclusively for supply of goods and no service of any kind is to be rendered by the non-resident whether in or outside India;
- (ii) Risk and title to the goods passes from the non-resident supplier to OIL outside India;
- (iii) Payment would be received by the non-resident supplier outside India; and
- (iv) The non-resident, at its option,

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

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

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

24.0 Note to Indian bidders

24.1 TAX COLLECTIBLE AT SOURCE (TCS):

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

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- a. TCS is applicable on supply of goods invoiced to OIL as turnover of the supplier in previous year was more than Rs. 10 Cr. and
- b. Total supply of goods to OIL in FY ... exceeds Rs. 50 Lakh and
- c. TCS as charged in the invoice has already been deposited (duly indicating the details such as challan No. and date) or would be deposited with Exchequer on or before the due date and
- d. TCS certificate as provided in the Income Tax Act will be issued to OIL in time. However, Performance Security deposit will be released only after the TCS certificate for the amount of tax collected, is provided to OIL. Supplier will extend the performance bank guarantee (PBG), wherever required, till the receipt of TCS certificate or else the same will be forfeited to the extent of amount of TCS, if all other conditions of Purchase order are fulfilled. The above payment condition is applicable only for release of TCS amount charged by supplier u/s 206C (1H) of income tax Act, 1961.

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

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

25.0 The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide Annexure XII of the tender document. This Integrity Pact proforma has been duly signed by OIL's competent signatory. The proforma has to be returned by the bidder (along with the technical bid) duly signed by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Any bid not accompanied by Integrity Pact Proforma duly signed by the bidder shall be rejected straightway. The name of the OIL's independent external monitor is at present:

i) Shri Sutanu Behuria, IAS (Retd.),
E-mail: sutanu2911@gmail.com

ii) Shri Om Prakash Singh, IPS (Retd.),
Former DGP, Uttar Pradesh,
E-mail: Ops2020@rediffmail.com

iii) Dr. Tejendra Mohan Bhasin,
Former Vigilance Commissioner, CVC
E-mail: tmbhasin@gmail.com

26.0 WARRANTY:

1) Goods, materials to be supplied shall be new, of recent make, of the best quality & workmanship and shall be guaranteed by the SUPPLIER for a period 12 months from the date of despatch/ shipment against defects arising from faulty materials, workmanship or design. Defective goods / materials or parts notified by OIL to the SUPPLIER shall be replaced immediately by the SUPPLIER on F.O.R destination basis including payment of all taxes and duties at SUPPLIER's expense. This guarantee shall survive and hold good notwithstanding inspection, payment for and acceptance of the goods.

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27.0 Delivery Schedule: Within 4 months from PO date

Special Notes : 1.0 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 bidder claiming as MSE status (MSE-General, MSE-SC/ST, MSE -Woman) against this tender has to submit following documents for availing the benefits applicable to MSEs:

- i. Udyam Registration No. with Udyam Registration certificate

Note: In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ ST entrepreneur/ Woman Entrepreneurs should also be enclosed.
For availing benefits under Public Procurement Policy (Purchase preference), the interested MSE Bidders must ensure that they are the manufacturers of tendered item(s) and registered with the appropriate authority (as mentioned above) for the said item(s).

2.0 In case a Start-up [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 Start-up/ 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 Start-up, following documents shall be given:

- i. Certificate of Recognition issued by the Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India.
- ii. Certificate of incorporation.
- iii. Audited Profit & Loss (P&L) Statement of all the Financial Years since incorporation. In case where the Balance sheet has not been prepared, bidder shall submit a certificate in original from its CEO/ CFO stating the turnover of the bidding entity separately for each Financial Years since incorporation along with a declaration stating the reason for not furnishing the audited P&L Statement. This certificate shall be endorsed by a Chartered Accountant/ Statutory Auditor. The Proposal shall be examined by OIL and OIL may consider inviting a detailed offer from the Start-up/ MSE with the intent to place a TRIAL or TEST Order, provided the Start-up/ MSE meet the Quality and Technical Specifications.
In case the Start-up/ 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 Start-up/ MSE.

3.0 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 Annexure-B 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.

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

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

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

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

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

Explanation:

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

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

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

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

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

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

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

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

1. Certification and Verification

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

(i) At bidding stage:

a) Price Break-up: The bidder shall provide the percentage of local content in the bid.

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

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

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

(ii) After Contract Award

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

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

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

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

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

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

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

Note: For enquiries with duty exemption benefit - The items covered under this enquiry shall be used by OIL in the PEL/ML areas issued/renewed after 01/04/99 and hence, applicable Customs Duty for import of goods shall be ZERO. However, IGST@ 12 % shall be applicable. IGST@ 12 % shall be applicable for Indigenous bidders also under deemed export benefit

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

Based on the initiatives of Government of India to help MSE vendors get immediate access to

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

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

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

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

Note:

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