

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. : SSG9987P22/04**

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

**Bidding Type :**

Bid Closing On : 01.02.2023 at 11:00 hrs. (IST)  
Bid Opening On : 01.02.2023 at 14:00 hrs. (IST)

Performance Guarantee : Applicable

OIL INDIA LIMITED invites Global tenders for items detailed below:

Item No./ Mat. Code	Material Description	Quantity	UOM
<b>10</b> 03120346	HOSES,DRILLING-RUBBER/NEOPRENE. Hose, Rotary Drilling, A.P.I. Grade "D" Size : 76.20 mm (3") I.D., Length : 16.75 m (55 ft), Working pressure : 351.5 kg/sq.cm (5000 psi), Test Pressure : 7,500 p.s.i. (527.25 kg/sq.cm). Temperature range: II(-20°C to +100°C)/ (-4°F to +212°F), MBR:1.2M(48 in), Flexible Specification level:FSL-1 with built in nipples at both ends having pin connection of 101.6 mm (4") API Line Pipe thread(as per API Spec 5B) and fitted with steel thread protectors. The hose shall be manufactured, tested, marked and monogrammed as per API Spec. 7K(latest edition)and should be complete with safety clamps and chains installed on both ends. Two(02) nos. of suitable 101.6 mm (4"), Fig. 1002 hammer wing unions to be supplied loosely along with the rotary hose.	4	NO
<b>20</b> 03120357	HOSES, DRILLING - RUBBER/NEOPRENE Hose, Rotary Drilling, A.P.I. Grade "D" Size : 76.2 mm (3") I.D., Length : 19.812 m (65 ft), Working pressure : 351.5 kg/sq.cm (5000 psi), Test Pressure : 703.07 kg/sq.cm (7500 psi),Temperature range: II(-20°C to +100°C)/ (-4°F to +212°F),MBR:1.2M(48 in), Flexible Specification level:FSL-1 with built in nipples at both ends having pin connection of 101.6 mm (4") API Line Pipe thread(as per API Spec 5B) and fitted with steel thread protectors. The hose shall be manufactured, tested, marked and monogrammed as per API Spec. 7K(latest edition)and should be complete with safety clamps and chains installed on both ends. Two(02) nos. of suitable 101.6 mm (4"), Fig. 1002 hammer wing unions to be supplied loosely along with the rotary hose.	3	NO
<b>30</b> 03124247	HOSES, VIBRATOR / DELIVERY COMPLETE WITH BUILT-IN STEEL NIPPLES SCREWED API LP THREADS Hose, Vibrator(For BHEL E-1400 6th,7th & 8th Rigs) Size: 3.1/2" I.D.,	5	NO

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Item No./ Mat. Code	Material Description	Quantity	UOM
	12 Ft. Length, 4 Nipple Threads Working pressure: 5000 Lbs./Sq.in., Test Pressure: 7500 Lbs./Sq.in., A.P.I. Std.7		

**Note description for item no./nos. : 10, 20****NOTE :**

1. The hose should be embossed with API Monogram as per Specification 7K.
2. Steel thread protectors to be provided at both the ends.

**Note description for item no./nos. : 30**

All Hoses should be supported by Test Certificate

**Standard Notes: 1.0 CATEGORY OF VENDOR:**

The bid should be from Original Equipment manufacturer (OEM). However, the bid(s) from authorised distributor(s) / authorised dealer(s) / authorised supply house(s) can also be considered, provided such bid(s) is/are accompanied with back-up authority letter (valid at the time of bidding) from the manufacturer authorising them to market their product(s).

The bidder has to explicitly indicate their category (as applicable) pertaining to tendered item(s) in their offer/quotation as listed below:

- (i) Manufacturer of tendered item(s)
- (ii) Authorised Distributor of OEM
- (iii) Authorised Dealer of OEM
- (iv) Authorised supply houses of OEM

If the bidder(s) is/are non-manufacturer of tendered item(s), then quotation(s)/bid(s) must be accompanied by back-up authority letter (valid at the time of bidding) from the manufacturer. OIL INDIA LIMITED reserves the right to reject bid(s) / offer(s) without back up authority letter on exclusive basis from manufacturer.

1.2 The items covered by this enquiry shall be used by Oil India Limited in the PEL/ML areas which are issued/renewed after 01/04/99 and hence Nil Customs Duty against Material value of INR 1.00 Lakh and above & concessional IGST during import will be applicable. Indigenous bidder shall be eligible for concessional rate of GST (for invoice valuing INR 1.00 Lakh and above) against Essentiality Certificate wherever applicable, as per Notification No.3/2017-Integrated/ Central Tax (Rate) dated 28th June, 2017 to read with Notification No. 08/2022-Integrated/ Central Tax (Rate) Dated 13th July 2022. However, Indian bidders are requested to quote actual rate of GST with HSN Code.

1.3 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

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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 Performance Security @3% of order value (excluding taxes & duties) is applicable against this tender.

6.0 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.
- 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.

7.0 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.

8.0 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.

9.0 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](http://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.

10.0 Encryption certificate is mandatorily required for submission of bid. In case bidder created

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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.

11.0 The items covered by this tender shall be used by Oil India Limited in the PEL/ ML areas which are issued/ renewed after 01/04/99 and hence Nil Custom Duty during import will be applicable. Indigenous bidder shall be eligible for concessional rate of GST against Essentiality Certificate wherever applicable, as per Notification No. 3/2017#Integrated/ Central Tax (Rate) dated 28th June, 2017/ Deemed Export Benefit against this purchase. Details of Deemed Export are furnished vide Addendum to MM/GLOBAL/01/2005 enclosed.

12.0 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.

13.0 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.

14.0 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.

15.0 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.

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

17.0 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.

18.0 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.

19.0 ONLINE VIEWING OF PRICE BY BIDDERS: For convenience of the qualified Bidders

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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.

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

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

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

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

The above message/ intimation shall be sent through SFMS by the BG issuing bank branch to 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."

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

**22.0** 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.

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23.0 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 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."

**24.0 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

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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.

**25.0 Note to Indian bidders****25.1 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:

- 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.

**25.2 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](http://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.

**25.3 FINANCING OF TRADE RECEIVABLES OF MICRO AND SMALL ENTERPRISES (MSES) THROUGH TRADE RECEIVABLES DISCOUNTING SYSTEM (TREDS) PLATFORM (APPLICABLE TO INDIAN BIDDER).**

Based on the initiatives of Government of India to help MSE vendors get immediate access to liquid fund based on Buyers credit rating by discounting, OIL has registered itself on TReDS platform with M/s RXIL and M/s A TREDS Ltd. (Invoice Mart). MSE vendors can avail this benefit by registering themselves with any of the exchanges providing e-discounting / electronic

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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).

**26.0 BANNING / DEBARMENT IN TENDERS**

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

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

**All other terms and conditions are as per General Terms and Conditions document (MM/GLOBAL/01/2005) amended from time-to-time available in Oil India Limited's official website (www.oil-india.com) under #GLOBAL TENDERS".**

- 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

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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.

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

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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 of 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 Delivery Schedule: As soon as possible. Bidders are requested to quote their best delivery period.

5.0 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

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

**Tender No. : SSG9987P22/04**

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

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

**A1. 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 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. Bidder 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 each of 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 each type of 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 item should be submitted with the technical bid, in the form of copies of relevant signed Purchase Orders 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/GST. (OR)

## V. Commercial Invoice/ Payment Invoice

Note: a) The Purchase Order date need not be within 5 (five) years preceding original bid closing date of this tender. However, the execution of supply should be within 5 (five) years preceding original bid closing date of this tender.

b) Satisfactory supply/completion/installation report should be issued on company's letterhead with signature and stamp.

## 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 with signature & stamp) 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 with signature & stamp) 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 (with signature & stamp) 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 50% 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).

i) If the bidder is a manufacturer and has supplied minimum 25% quantity (to be rounded to next higher whole figure) any or all 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 for those items which have been supplied to OIL. In this situation, the bidder shall have to indicate as specified below:

ii) If the bidder (manufacturer) has supplied minimum 25% quantity (to be rounded to next higher whole figure) all the tendered items then they shall have to indicate the Purchase Order (PO) nos. of OIL executed by them for each type of tendered items (of same or higher capacity and same or higher sizes) in their technical bid.

iii) If the bidder(manufacturer) has supplied minimum 25% quantity (to be rounded to next higher whole figure) only few types of tendered items then they shall have to indicate the Purchase Order (PO) nos. of OIL executed by them for those types of tendered items (of same or higher capacity and same or higher sizes) in their technical bid. However, against the remaining types of tendered items (of same or higher capacity and same or higher sizes) which were not supplied by them to OIL, the bidder (manufacturer) has to submit supply experience as per clause 2(A).(ii) above.

3. 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) any or all 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 for those items which have been supplied to OIL. In this situation, the bidder shall have to indicate as specified below:

i) If the manufacturer has supplied minimum 25% quantity (to be rounded to next higher whole figure) all the tendered items then the bidder shall have to indicate the Purchase Order (PO) nos. of OIL executed by that manufacturer for each type of tendered items (of same or higher capacity and same or higher sizes) in their technical bid. However, such bidder must meet clause no. 2.(B).(VI). above.

ii) If the manufacturer has supplied minimum 25% quantity (to be rounded to next higher whole figure) only few types of tendered items then the bidder shall have to indicate the Purchase Order (PO) nos. of OIL executed by that manufacturer for those types of tendered items (of same or higher capacity and same or higher sizes) in their technical bid. However, against the remaining types of tendered items (of same or higher capacity and same or higher sizes) which were not supplied by the manufacturer to OIL, the bidder has to submit supply experience as per clause 2(B).(V) above. However, such bidder must meet clause no. 2.(B).(VI) above.

4. Bidder should categorically confirm in the technical bid a delivery schedule within **03 (Three) months**, FOB Port of dispatch, after establishment of letter of credit (in case of foreign Bidder) or for dispatch of the equipment within **03 (Three) months** after receipt of formal order (in case of indigenous Bidder) failing which their offer will be rejected.

## **5. Additional Documents:**

I. 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.

II. 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:

b) 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.

## **A2. FINANCIAL:**

1.0 **Annual Turnover:** The bidder shall have an annual financial turnover of minimum USD 16,178 or INR 13,41,506 during any of the preceding 03 (three) financial years reckoned from the original bid closing date.

2.0 "Net Worth" of the bidder should be positive for the financial/accounting year just preceding to the original bid closing date of the tender (i.e. FY 2021-22).

3.0 Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that the balance sheet/Financial Statements for the financial year 2021-22 (As the case may be) has actually not been audited so far as per the attached format vide Annexure-X.

Note:

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

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

OR

ii) Audited Balance Sheet along with Profit & Loss account. In case of Foreign bidders, self-attested/digitally signed printed published accounts are also acceptable

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

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

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

i) Turnover of the parent/ultimate parent/ holding company should be in line with Para 1.0 above.

ii) Net Worth of the parent/ultimate parent/holding company should be positive in line with Para 2.0 above.

iii) Corporate Guarantee (as per Attachment XX) on parent/ ultimate parent/ holding company's company letter head signed by an authorized official undertaking that they would financially support their wholly owned subsidiary company for executing the project/job in case the same is awarded to them.

iv) Document of subsidiary company being 100% owned subsidiary of the parent/ultimate parent/holding company.

### **A3. COMMERCIAL**

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

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

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

- a) Validity of bid shorter than the validity indicated in the Tender.
- b) In case the party refuses to sign the Integrity Pact

### **B) 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 Global Tender and the Bid Evaluation Criteria given below:

#### **B.1 BID EVALUATION CRITERIA:**

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

1.0 The evaluation of bids shall be done as per the Price Bid Format (SUMMARY) provided in the Tender and detailed below:



**BID SECURITY DECLARATION**

To,

**M/s. Oil India Limited**

.....  
.....

Sub: .....

Tender No: .....

Dear Sir,

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

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

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

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

## COMMERCIAL CHECK LIST

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

Sl. No	REQUIREMENT	COMPLIANCE Yes/No/ Not Applicable
1.0	Whether quoted as manufacturer?	
2.0	Whether quoted as OEM Dealer/Supply House	
	(a) Whether submitted valid and proper authorization letter from manufacturer confirming that bidder is their authorized Dealer/supply House for the product offered ?	
	(b) Whether manufacturer's back-up Warranty/Guarantee certificate submitted?	
3.0	Whether quoted offer validity of 120 days from the bid closing date of tender?	
4.0	Whether quoted a firm delivery period?	
5.0	Whether agreed to the NIT Warranty clause?	
6.0	Whether confirmed acceptance of tender Payment Terms as per Tender?	
7.0	Whether indicated the country of origin for the items quoted?	
8.0	Whether deviation separately highlighted?	
9.0	Whether Indian Agent applicable?	
	If YES, whether following details of Indian Agent provided?	
	(a) Name & address of the agent in India – To indicate	
	(b) Amount of agency commission – To indicate	
	(c) Whether agency commission included in quoted material value?	
10.0	Whether OIL's <b>Integrity Pact</b> duly signed uploaded?	
11.0	Whether Bid Security Declaration uploaded	
12.0	Confirm acceptance of <b>PBG</b> clause (@3%)	
13.0	Whether ANNEXURE-K uploaded	
14.0	Whether ANNEXURE-B uploaded	
16.0	Whether ANNEXURE-A uploaded	
17.0	Whether ANNEXURE-XX uploaded	
18.0	Whether ANNEXURE-X uploaded	

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

Sl No.	Offer reference & Date	Bidder's Reply
1	Offer reference & Date	
2	Name, Address, Phone No & E-mail of Bidder	
3	Bank details of Bidder	
4	Name of Manufacturer	
5	Bid validity	
6	Payment Terms	
7	Guarantee/Warranty Terms	
8	Delivery Period	
9	Country of Origin	
10	Port of Despatch/Despatching Station	

## FORM OF PERFORMANCE BANK GUARANTEE

To,  
M/s. Oil India Limited

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WHEREAS \_\_\_\_\_ (Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of Contact No. \_\_\_\_\_ to execute (Name of Contract and Brief Description of the Work) \_\_\_\_\_ (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we ( May incorporate the Bank Name) have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total of (Amount of Guarantee in figures) \_\_\_\_\_ (in words \_\_\_\_\_), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or arguments, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

The guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_.

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

**A. Issuing Bank:**

1. BANK FAX NO:
2. BANK EMAIL ID:
3. BANK TELEPHONE NO:
4. IFSC CODE OF THE BANK:

**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:

Notwithstanding anything contained herein:

- a. Our liability under this Bank Guarantee shall is restricted up to Rs .....
- b. This guarantee shall be valid till .....
- c. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ..... (Date of Expiry of BG PLUS one-year claim period).
- d. At the end of the claim period that is on or after ..... (Date of expiry of the Bank Guarantee Plus Minimum of 1-year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by Bank.

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

**Signature & Seal of the guarantors .....**

**Designation .....**

**Name of the Bank .....**

**Address .....**

- 2.0 **Performance Security:** On receipt of notification of award from the COMPANY, the CONTRACTOR shall furnish the Performance Security to COMPANY within 15 (fifteen) days from the date of issue of LOA for an amount specified in the Forwarding Letter and Letter of Award (LOA) as per Proforma-Form and must be 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:
- 2.1 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 CONTRACTOR/ service provider, or
- 2.2 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.
- 2.3 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
- 2.4 Bank Guarantee issued by a Scheduled Bank of India at the request of some other Non-Schedule Bank of India shall not be acceptable.
- 2.5 Bank Guarantee issued by a Bank, amongst others, must contain the following particulars of such bank:  
Full address.  
Branch Code.  
Code Nos. of the authorized signatory with full name and designation.  
Phone Nos., Fax Nos., E-mail address.
- 2.6 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.
- 2.7 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.
- 2.8 The Performance Security shall be denominated in the currency of the contract.
- 2.9 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 3(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.

- 2.10 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/ un-satisfactory of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non-performance/ unsatisfactory performance.
- 2.11 The Performance Security will not accrue any interest during its period of validity or extended validity.
- 2.12 Failure of the successful Bidder to comply with the requirements of clause 1.0 and/or **Error! Reference source not found.** shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an eventuality, action will be initiated as per the Banning Policy of OIL in vogue.

# Subject to credit in OIL's account within prescribed time

\* The validity of Bank Draft/ Cashier's/ Banker's cheque (as applicable) should not be less than 3 months.

In the event CONTRACTOR fails to honour any of the commitments entered into under this agreement, and/ or in the event of termination of the contract under provisions of Integrity Pact and/ or in respect of any amount due from the CONTRACTOR to OIL, OIL shall have unconditional option under the guarantee to invoke the above bank guarantee and claim the amount from the bank. The bank shall be obliged to pay the amount to OIL on demand.

<b>Bank Details of Beneficiary: OIL INDIA LIMITED</b>		
<b>a</b>	Bank Name	HDFC BANK LIMITED
<b>b</b>	Branch Name	Duliajan
<b>c</b>	Branch Address	Duliajan, Dist.-Dibrugarh
<b>d</b>	Bank Account No.	21182320000016
<b>e</b>	Type of Account	Current Account
<b>f</b>	IFSC Code	HDFC0002118
<b>g</b>	MICR Code	786240302
<b>h</b>	SWIFT Code	HDFCINBBCAL

<b>Bank Details of Beneficiary: OIL INDIA LIMITED</b>		
<b>a</b>	Bank Name	STATE BANK OF INDIA
<b>b</b>	Branch Name	Duliajan
<b>c</b>	Branch Address	Duliajan, Dist.-Dibrugarh
<b>d</b>	Bank Account No.	<b>10494832599</b>
<b>e</b>	Type of Account	Current Account
<b>f</b>	IFSC Code	<b>SBIN0002053</b>
<b>g</b>	MICR Code	786002302
<b>h</b>	SWIFT Code	SBININBB479

Performance Bank Guarantee in currency other than INR received in the form of Demand Draft/ NEFT/ RTGS shall be recorded in the books at equivalent INR amount on the date of receipt. After successful completion of the contract, equivalent amount of respective currency to INR recorded in books shall be refunded. At the time of refund the bank charges will be borne by the vendor.

**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 Head-Materials

**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)

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

**(To be typed on the letter head of the bidder)**

Ref. No \_\_\_\_\_

Date \_\_\_\_\_

Tender No. \_\_\_\_\_ Dated \_\_\_\_\_

OIL INDIA LIMITED

**Dear Sirs,**

*“We have read the clause regarding restrictions on procurement from a bidder 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 Authorized 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

**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

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

**TO WHOM IT MAY CONCERN**

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

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

**\*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.

**PARENT/ ULTIMATE PARENT/ HOLDING COMPANY'S CORPORATE  
GUARANTEE TOWARDS FINANCIAL STANDING (Delete whichever not applicable)  
(TO BE EXECUTED ON COMPANY'S LETTER HEAD)  
DEED OF GUARANTEE**

THIS DEED OF GUARANTEE executed at ..... this ..... day of ..... by M/s ..... (mention complete name) a company duly organized and existing under the laws of ..... (insert jurisdiction/ country), having its Registered Office at ..... hereinafter called "the Guarantor" which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

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

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

1. The Guarantor confirms that the Bidder is a 100% subsidiary of the Guarantor.
2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
3. The Guarantor have an annual financial turnover of minimum INR \_\_\_\_\_ Cr or USD \_\_\_\_\_ during any of the preceding 03(three) financial/ accounting years reckoned from the original bid closing date.
4. Net worth of the Guarantor is positive for preceding financial/ accounting year.
5. The Guarantor undertakes to provide financial support to the Bidder for executing the project/job, in case the same is awarded to the Bidder.
6. The Guarantor represents that:
  - (a) this Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.
  - (b) the liability of the Guarantor, under the Guarantee, is limited to the 100% of the order value between the Bidder and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Bidder.
  - (c) this Guarantee has been issued after due observance of the appropriate laws in force in India.
  - (d) this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of New Delhi, India.
  - (e) this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
  - (f) the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

for and on behalf of  
(Parent/Ultimate Parent/Holding Company)  
(Delete whichever not applicable)

Witness:

- 1.
- 2.

for and on behalf of  
(Bidder)

Witness:

- 1.
- 2.

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

**CERTIFICATE OF COMPLIANCE TO FINANCIAL CRITERIA**

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

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

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

GST Clauses

1. For the purposes of levy and imposition of GST, the expressions shall have the following meanings:
  - (a) GST - means any tax imposed on the supply of goods and/or services under GST Law.
  - (b) Cess – means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017.
  - (c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.
2. The rates quoted by the bidders shall be inclusive of all taxes, duties and levies except GST. However, bidders are required to provide separately the rate and amount of all types of taxes, duties and levies. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference in case the rate of duty/ taxes finally assessed is on the lower side. Further, bidders have to clearly show the amount of GST separately in the Tax Invoices. Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
3. Offers without giving any of the details of the taxes (Including rates and amounts) as specified above will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.
4. Bidders are required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profiteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the bidders should confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the bidders to ensure that the intended benefits of GST have been passed on to OIL.
5. **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

6. 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.
7. 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.
8. GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.

**POLICY TO PROVIDE PURCHASE PREFERENCE (LINKED WITH LOCAL CONTENT) (PP -LC) IN ALL PUBLIC SECTOR UNDERTAKINGS UNDER MINISTRY OF PETROLEUM AND NATURAL GAS- AMENDED**

1. Preamble

1.1. In tune with Make in India (MII) campaign in oil and gas sector, the Government has decided to incentivize the growth in local content in goods and services while implementing oil and gas projects in India, and

1.2. Whereas the Public procurement policy rests upon the core principles of competitiveness, adhering to sound procurement practices and execution of orders for supply of goods or services in accordance with a system which is fair, equitable, transparent, competitive and cost effective, and

1.3. Whereas, the local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them etc.

1.4. Whereas incentivizing enhanced local content in the procurement of goods and/or services in oil and gas business activities would lead to increased local industry content;

1.5. Therefore, the Ministry of Petroleum and Natural Gas (MoPNG) has decided to stipulate the following policy for providing Purchase Preference to the manufacturers/service providers having the capability of meeting/ exceeding the local content targets in oil and gas business activities;

1.6. This policy considers the Local Content (LC) as the added value brought to India through the activities of the oil and gas industry. This may be measured (by project, affiliate, and/or country aggregate) and undertaken through Workforce development and investments in supplier development through developing and procuring supplies and services locally.

2. Definitions

2.1. Oil and Gas Business Activity shall comprise of Upstream, Midstream and Downstream business activities.

2.2. Domestic products shall be goods and/or service (including design and engineering), produced by companies, investing and producing in India.

2.3. Local Content hereinafter abbreviated to LC means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

2.4. Domestic Manufacturer shall be business entity or individual having business activity established under Indian law and producing products domestically.

2.5. Supplier of goods and/or provider of service shall be a business entity having capability of providing goods and/or service in accordance with the business line and qualification thereof and classified as under:

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50% as defined under this Policy.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Policy.

'Non-local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Policy.

2.6. Steering Committee means the committee to be constituted by MoPNG to provide effective guidance and to oversee the implementation of the Policy on a regular and continuing basis.

2.7. Verification shall be an activity to verify the accomplishment of LC by domestic manufacturers and/or suppliers of goods and/or providers of service with the data obtained or collected from respective business activities.

2.8. Purchase preference: Where the quoted price is within the margin of purchase preference of the lowest price, other things being equal, purchase preference may be granted to the bidder concerned, at the lowest valid price bid.

2.9. Local Content (LC) in Goods shall be the use of raw materials, design and engineering towards manufacturing, fabrication and finishing of work carried out within the country.

2.10. Local Content (LC) in Services shall be the use of services up to the final delivery by utilizing manpower (including specialist), working appliance (including software) and supporting facilities carried out within in the country.

2.11. Local Content (LC) in EPC contracts shall be the use of materials, design and engineering comprising of manufacturing, fabrication, assembly and finishing as well as the use of services by utilizing manpower (including specialist), working appliance (including software) and supporting facility up to the final delivery, carried out within the country.

2.12. Factory overhead cost shall be indirect costs of manpower, machine/working appliance/facility and the whole other fabrication costs needed to produce a unit of product with the cost not chargeable directly to specified product.

2.13. Company overhead cost shall be costs related to the marketing, administration and general affairs cost of the company.

2.14. Indian Company means a company formed and registered under the Companies Act, 2013.

2.15. Foreign company means any company or body corporate incorporated outside India which- (a) has a place of business in India whether by itself or through an agent, physically or through electronic mode; and (b) conducts any business activity in India in any other manner.

### 3. Scope

3.1. The regulation shall be intended to:

3.1.1. Support and boost the growth of domestic manufacturing sector so as to be able to support oil and natural gas business activities and contribute added value to economy, absorb manpower as well as have national, regional and international competitiveness;

3.1.2. Support and boost the growth of innovation/technology of domestic manufacturing sector.

3.2. This policy shall apply to all the Public Sector Undertakings and their wholly owned subsidiaries under the Ministry of Petroleum and Natural Gas; Joint Ventures that have 51 % or more equity by one or more Public Sector Undertakings under the Ministry of Petroleum and Natural Gas; attached and subordinate offices of MoPNG.

3.3. This policy shall not include goods/services falling under Micro Small and Medium Enterprises (MSME) or Domestically Manufactured Electronic Products (DMEP), as those products/ services are already covered under specific policy. However, an option would be given in the tender for the bidder to declare preference for seeking benefit under PP-LC/MSME or DMEP.

3.4. The policy is not applicable for HP-HT operations for the time being. The Charter Hiring of offshore vessels shall continue to be governed by DG, Shipping Guidelines. Indian Flag Vessels shall be considered as having 100% LC.

3.5. The prescribed local content in the Policy shall be applicable on the date of Notice inviting Tender.

#### 4. Procurement

4.1. The procuring companies shall follow their own procurement procedures. Aggregation of annual requirements and such other procurement practices, which facilitate the implementation of this policy, may be adopted by procuring companies.

4.2. In respect of Global Tender Enquiry (GTE) the guidelines as issued by Government of India from time to time shall be applicable on the procuring entities.

4.3. Margin of Purchase preference: The margin of purchase preference shall be 20%.

4.4. (a) In respect of all goods, services or works in respect of which the Nodal Ministry/ Department under DPIIT's Public Procurement (Preference to Make in India) Order, 2017 has communicated that there is sufficient local capacity and local competition, only Class-I local supplier shall be eligible to bid irrespective of purchase value.

(b) For all other local tenders, Class-I local supplier and Class-II local supplier shall be eligible to bid irrespective of purchase value, but preference to be given as per PP-LC to the Class-I local supplier.

(c) Only Class-I local supplier and Class-I I local supplier, as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, Non-local suppliers shall also be eligible to bid along with Class-I local suppliers and Class-II local suppliers.

(d) Class-II local supplier will not get purchase preference in any procurement, undertaken by procuring entities.

4.5. In National Competitive Bid procurements of all items not covered by para 4.4 (a) and where the estimated value to be procured i.e. total value of enquiry/ tender, is less than Rs. 1 Crore shall be exempt from this Policy. In case of International Competitive Bids, the policy shall be applicable irrespective of the tender estimate. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Policy.

4.6. The producers of goods and/or providers of services shall be obliged to fulfil the requirements of quality and delivery time in accordance with the provisions of the respective contracts of goods and services.

4.7. If the Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/or other items relating to the Ministry.

4.8. For the purpose of para 4.7 above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or (ii) a majority of its shareholding or effective control of the entity is exercised from that country, or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India.

## 5. Purchase Preference- Linked with Local Content (LC)

5.1. In procurement of all items not covered by para 4.4 (a), the following provisions may be considered for LC linked Purchase Preference:

5.1.1. The manufacturers/service providers having the capability of meeting/ exceeding the local content targets shall be eligible for purchase preference under the policy, i.e. LC manufacturers/ LC service providers respectively as described below.

5.1.2. Wherever the goods/services are procured under this policy, eligible (techno commercially qualified) Class I Local supplier may be granted a purchase preference where the quoted price is within the margin of purchase preference of the lowest price, other things being equal, purchase preference may be granted to the eligible (techno-commercially qualified) Class I Local supplier concerned, at the lowest valid price bid.

5.1.3. Goods: The tender for procuring goods would specify that the contract for 50% of the procured quantity would be awarded to the lowest techno-commercially qualified Class I Local supplier, subject to matching with L1, if such bidders are available. The remaining will be awarded to L1.

5.1.3.1. However, if L1 bidder happens to be a Class-I Local supplier, the entire procurement value shall be awarded to such bidder;

5.1.3.2. If in the opinion of the procuring company, the tenders (procured quantity) cannot be divided in the prescribed ratio of 50:50, then they shall have the right to award contract to the eligible Class-I Local supplier for quantity not less than 50%, as may be divisible.

5.1.3.3. In continuation to 5.1.3.2 above, if the tendered item is non divisible, (to be included in the tender document by procuring company) the contract can be awarded to the eligible Class-I Local supplier for the entire quantity.

5.1.4. Services/ EPC Contracts: The tender for oil and gas services/ EPC contracts shall not normally be split. For such procurement the tender would specify that the entire contract would be awarded to the lowest techno-commercially qualified Class I Local supplier, subject to matching with L1, if such bidders are available. However, tender for certain oil & gas services can normally be split, in such cases, splitting shall be allowed and specified in tender document. Such services shall follow the procedure outlined for goods as described in para 5.1.3. The procuring company should clearly specify in the tender document whether the tender shall be split or not.

5.1.5. For para 5.1.3 and 5.1.4 above, only those LC manufacturers/ service providers whose bids are within the margin of purchase preference would be allowed an opportunity to match L1 bid.

5.1.6. The tender conditions would ensure that local content in oil & gas products is encouraged. However, the procuring company may incorporate such stipulations as may be considered necessary to satisfy themselves of the production capability and product quality of the manufacturer.

5.1.7. The procedure for award under the policy is at Enclosure - I.

## 6. Determination of LC

### 6.1. LC of goods

6.1.1. LC of goods shall be computed on the basis of the cost of domestic components in goods, compared to the whole cost of product.

6.1.2. The criteria for determination of the local content cost in the goods shall be as follows:

- a) in the case of direct component (material), based on country of origin;
- b) in the case of manpower, based on INR component.

6.1.3. The calculation of LC of the combination of several kinds of goods shall be based on the ratio of the sum of the multiplication of LC of each of the goods with the acquisition price of each goods to the acquisition price of the combination of goods.

### 6.2. LC of service

6.2.1. LC of Service shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of service.

6.2.2. The total cost of service shall be constituted of the cost spent for rendering of service, covering:

- a) cost of component (material) which is used;
- b) manpower and consultant cost; cost of working equipment/ facility; and
- c) general service cost.

6.2.3. The criteria for determination of cost of local content in the service shall be as follows:

- (a) in the case of material being used to help the provision of service, based on country of origin;
- (b) in the case of manpower and consultant based on INR component of the services contract;
- (c) in the case of working equipment/facility, based on country of origin; and
- (d) in the case of general service cost, based on the criteria as mentioned in clauses a, b, and c above.
- (e) Indian flag vessels in operation as on date.

### 6.3. LC of the EPC Contracts:

6.3.1. LC of EPC contracts shall be the ratio of the whole cost of domestic components in the combination of goods and services to the whole combined cost of goods and services.

6.3.2. The whole combined cost of goods and services shall be the cost spent to produce the combination of goods and services, which is incurred on work site. LC of the combination of goods and services shall be counted in every activity of the combination work of goods and services.

6.3.3. The spent cost as mentioned in paragraph 6.3.2 shall include production cost in the calculation of LC of goods as mentioned in clause 6.1.1 and service cost in the calculation of LC of services as mentioned in clause 6.2.2.

#### 6.4. Calculation of LC and Reporting

LC shall be calculated on the basis of verifiable data. In the case of data used in the calculation of LC being not verifiable, the value of LC of the said component shall be treated as nil.

### 7. Certification and Verification

7.1. 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:

#### 7.1.2. 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.

#### 7.1.3. 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.

7.2. 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.

7.3. 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.

7.4. 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.

7.5. 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.

## 8. Governance and Supervision

8.1. A Steering Committee will be constituted by MoPNG to provide effective guidance and to oversee the effective implementation of the Policy including review and amendments required therein. The Steering Committee may consider representations on target Local Content in goods, services and EPC and modify the policy accordingly.

8.2. The Steering Committee shall annually conduct a review of the policy implementation which shall specifically cover the issue of whether there has been adequate competition, and whether the policy has resulted in any reduction in competition/ exclusion of non-local bidders or any cost increase to the purchasing PSU, particularly in respect of services & works contracts.

## 9. Sanctions

9.1. The Procuring companies shall impose sanction on manufacturers/ service providers not fulfilling LC of goods/ services in accordance with the value mentioned in certificate of LC.

9.2. The sanctions may be in the form of written warning, financial penalty and blacklisting.

9.3. In the event that a manufacturer or supplier of goods and/or provider of services does not fulfil his obligation after the expiration of the period specified in such warning, the procuring company can initiate action for blacklisting such manufacturer/supplier/service provider.

9.4. A manufacturer and/or supplier of goods and/or provider of services who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty specified in clause 9.4.1.

9.4.1. The financial penalty shall be over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the Contract Price.

10. Clarification on Goods/Services: Any issue regarding the coverage of a particular good/ service under the proposed policy would be referred to the Steering Committee for clarification.

11. Powers to grant exemption and to reduce minimum local content: Wherever proper justification exists, Ministry of Petroleum and Natural Gas may by written order, for reasons to be recorded in writing,

- a) Reduce the minimum local content below the prescribed level; or
- b) Reduce the margin of purchase preference below 20%; or
- c) Exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

12. Time Period: The Policy shall be applicable for 5 years. Except for 2017-18, the Policy shall not be continued unless, the Steering Committee by September 30th of each year, concludes a review as per para 8.2 of the Policy and recommends continuation of the Purchase Preference.

### **Enclosure - I**

### **PROCEDURE FOR AWARD OF CONTRACTS**

Procedure for award of contracts under this policy shall be as follows:

1.1 In procurement of all items which are divisible in nature, the 'Class I local supplier' shall get purchase preference over 'Class II local supplier' as well as 'Non-Local Supplier' as per following procedure:

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class I local supplier', the contract for full quantity will be awarded to L1.

ii. If L1 bid is not a 'Class I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, lowest bidder among the 'Class I Local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

1.2 In the procurement of all items which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

i. Among all qualified bids, the lowest bid will be termed as L1. If L 1 is 'Class-I local supplier', the contract will be awarded to L1.

ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

\*\*\*\*\*

**FORM NO. 10F**

[See sub-rule (1) of rule 21AB]

**Information to be provided under sub-section (5) of section 90 or sub-section (5) of section 90A of the Income-tax Act, 1961**

I..... \*son/daughter of Shri..... in the capacity of ..... (designation) do provide the following information, relevant to the previous year..... \*in my case/in the case of..... for the purposes of sub-section (5) of \*section 90/section 90A:

<i>Sl. No.</i>	<i>Nature of information</i>	<i>:</i>	<i>Details#</i>
(i)	Status (individual, company, firm etc.) of the assessee	:	
(ii)	Permanent Account Number or Aadhaar Number of the assessee if allotted	:	
(iii)	Nationality (in the case of an individual) or Country or specified territory of incorporation or registration (in the case of others)	:	
(iv)	Assessee's tax identification number in the country or specified territory of residence and if there is no such number, then, a unique number on the basis of which the person is identified by the Government of the country or the specified territory of which the assessee claims to be a resident	:	
(v)	Period for which the residential status as mentioned in the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A is applicable	:	
(vi)	Address of the assessee in the country or territory outside India during the period for which the certificate, mentioned in (v) above, is applicable	:	

2. I have obtained a certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A from the Government of ..... (name of country or specified territory outside India)

Signature: .....

Name: .....

Address: .....

Permanent Account Number or Aadhaar Number .....

**Verification**

I ..... do hereby declare that to the best of my knowledge and belief what is stated above is correct, complete and is truly stated.

Verified today the ..... day of.....

Signature of the person providing the information

Place: .....

**Notes:**

- \*Delete whichever is not applicable.
- #Write N.A. if the relevant information forms part of the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A.

(On the official Letter Head of the Bidder)

**No Business Connection or Permanent Establishment Certificate**

To  
Oil India Limited  
Duliajan, Assam  
India-786602

Date

Sir,

**Sub: No Business Connection or Permanent Establishment declaration for FY...**

This is to certify that ..... (Name of the bidder/contractor) is a company incorporated in ..... (country). We are resident of .... (country) and the services have been rendered in .... (country). We do not have any business connection in India as per the provision of Section 9 of the Indian Income Tax Act 1961 or any Permanent Establishment as defined in Article 5 of the India and ..... (country) DTAA.

We hereby certify that we will notify OIL in case of any change in the status as certified above.

We also affirm that we shall hold you indemnified, if in future, anything is found contrary to the above and your company faces any issues or demand under Indian income tax Act due to any wrong or misstatement by us.

For .....

Authorised Signatory

*(Note – Please refer definition of the Business Connection on reverse and Permanent Establishment in the relevant DTAA)*

"Business connection" as defined in Section 9 of the Income Tax Act shall include any business activity carried out through a person who, acting on behalf of the non - resident,

- (a) has and habitually exercises in India, an authority to conclude contracts on behalf of the non-resident, unless his activities are limited to the purchase of goods or merchandise for the non-resident; or
- (b) has no such authority, but habitually maintains in India a stock of goods or merchandise from which he regularly delivers goods or merchandise on behalf of the non-resident; or
- (c) habitually secures orders in India, mainly or wholly for the non-resident or for that non-resident and other non-residents controlling, controlled by, or subject to the same common control, as that non-resident:

Provided that such business connection shall not include any business, activity carried out through a broker, general commission agent or any other agent having an independent status, if such broker, general commission agent or any other agent having an independent status is acting in the ordinary course of his business:

Provided further that where such broker, general commission agent or any other agent works mainly or wholly on behalf of a non-resident (hereafter in this proviso referred to as the principal non - resident) or on behalf of such non- resident and other non-residents which are controlled by the principal non - resident or have a controlling interest in the principal non-resident or are subject to the same common control as the principal non-resident, he shall not be deemed to be a broker, general commission agent or an agent of an independent status.

**Bidders are required to submit the summary of the prices in their price bids as per bid format (Summary), given below (strike out whichever is not applicable).**

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

- (A) Basic Material Value (to indicate HSN code):
- (B) Pre-despatch Inspection Charges, if any:
- (C) Packing & FOB charges:
- (D) FOB Value, A+B+C:
- (E) Ocean Freight Charges upto Kolkata, India:
- (F) Banking & Insurance, @1.5% of D:
- (G) CIF Value, D+E+F:
- (H) IGST @ 12% on G:
- (I) CIF+GST Landed Value, G+H:
- (J) Training Charges, if any:
- (K) Applicable rate of GST on J:
- (L) Installation & Commissioning Charges, if any:
- (M) Applicable rate of GST on L:
- (N) AMC Charges:
- (O) Applicable rate of GST Charges on N:
- (P) Cost of AMC operational/maintenance spares:
- (Q) Applicable rate of GST charges on P:
- (R) Total, I+J+K+L+M+N+O+P+Q:
- (S) Total Value in words:
- (T) Gross Weight:
- (U) Gross Volume:

(ii) **Price Bid Format (SUMMARY) for Indigenous Bidders:**

- (A) Basic Material Value (to indicate HSN code):
- (B) Pre-despatch Inspection Charges, if any:
- (C) Packing & Forwarding charges, if any:
- (D) Total Ex-Works Value, A+B+C:
- (E) Applicable rate of GST on D:
- (F) Compensatory Cess, if any:
- (G) Total FOR Despatching Station Value, D+E+F:
- (H) Inland Freight Charges upto Duliajan, Assam including GST:
- (I) Transit Insurance Charges, if any including GST:
- (J) Training Charges, if any:
- (K) Applicable rate of GST on J:
- (L) Installation & Commissioning Charges, if any:
- (M) Applicable rate of GST on L:
- (N) AMC Charges:
- (O) Applicable rate of GST on N:
- (P) Cost of AMC operational/maintenance spares:
- (Q) Applicable rate of GST on P:
- (R) Total, G+H+I+J+K+L+M+N+O+P+Q:
- (S) Total Value in words:
- (T) Gross Weight:
- (U) Gross Volume:
- (V) Import Content, if any:

### **Comparison of Offers:**

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 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.

**(i) When only foreign bidders are involved:**

The Total Value of Foreign bidder as worked out as per para **A.3 11.0 (i) R** shall be compared

NOTE: \*Banking charge in the country of the foreign bidder shall be borne by the bidder. Banking charge is 1% for payment through Letter of Credit. And 1.5% if confirmed LC at buyer's account is required.

**(ii) When only domestic bidders are involved or when more than one domestic bidder is in contention in case of mixed response:**

The Total Value of Domestic bidder as worked out as per para **A.3 11.0 (ii) R** shall be compared

**(iii) When both foreign and domestic bidders are involved:**

The Total Value of domestic bidder as worked out as per para **A.3 11.0 (ii) R (excluding H & I)** above and Total Value of the foreign bidder worked out as per Para **A.3 11.0 (i) R** above will be compared.

Note: If the Government of India revises these evaluation criteria the same as applicable on the bid closing date will be adopted for evaluation of the offers.

**NOTE: BIDDERS TO QUOTE AND UPLOAD THE PRICE BID SEPARATELY UNDER THE TAB "NOTES & ATTACHMENT".**