



Bid Number/बोली क्रमांक (बिड संख्या)<sup>:</sup> GEM/2023/B/4052367 Dated/दिनांक : 07-10-2023

## Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण				
Bid End Date/Time/बिड बंद होने की तारीख/समय	06-11-2023 15:00:00			
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	06-11-2023 15:30:00			
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)			
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Petroleum And Natural Gas			
Department Name/विभाग का नाम	Oil India Limited			
Organisation Name/संगठन का नाम	Oil India Limited			
Office Name/कार्यालय का नाम	Oil India Limited			
Total Quantity/कुल मात्रा	1			
ltem Category/मद केटेगरी	Well Logging Tools (Q3)			
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No			
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No			
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria, Past Performance, Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate, Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC), Additional Doc 4 (Requested in ATC), Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer			
Past Performance/विगत प्रदर्शन	50 %			
Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया	No			
Type of Bid/बिंड का प्रकार	Two Packet Bid			
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	8 Days			
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No			

Bid Details/बिड विवरण		
Payment Timelines	Payments shall be made to the Seller within <b>30</b> days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)	
Evaluation Method/मूल्यांकन पद्धति Total value wise evaluation		

#### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	AXIS BANK LTD
EMD Amount/ईएमडी राशि	1502200

## ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	AXIS BANK LTD
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	10.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	30

- (a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।
- (b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

## Beneficiary/लाभार्थी:

Sr. Manager (C&P)

Oil India Limited, OIL INDIA Limited, OIL INDIA Limited, Ministry of Petroleum and Natural Gas (Bhavik Haresh Mody)

#### Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

#### MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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#### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes

- 1. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.
- OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.
- 2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer)of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 100%(selected by Buyer) percentage of total QUANTITY. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023 OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. 3. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 50% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :

PRICE BID FORMAT - <u>1696667529.xlsx</u>

## Well Logging Tools (1 set)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

## Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़
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#### Installation Commissioning and Testing (ICT) details for the above item:

% of Product Cost Payable on Product Delivery	70%
Min Cost Allocation for ICT as a % of product cost	30%
Number of days allowed for ICT after site readiness communication to seller	30 Days/दिन

## Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन	
1	Ravi Chaudhary	345033,Rajasthan Projects(Oil India Limited), Hamira Stores, Thaiyat- Hamira Jaislamer	1	270	

#### **Buyer added Bid Specific Additional Scope of Work**

S.No.क्र.सं ·	Document Title	Description	Applicable/रिवर्स प्रभार के अनुसार जीएसटी i.r.o. Items
1	Checklists View	Technical Checklists to be submitted with technical bid	Well Logging Tools(1)
2	Proformas View	Proformas to be submitted with technical bid and financial bid. Please refer the buyer specific STC in the document.	Well Logging Tools(1)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

## Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

## 1. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

OIL INDIA LIMITED payable at JODHPUR

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

#### 2. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also

(besides PBG which is allowed as per GeM GTC). DD should be made in favour of

OIL INDIA LIMITED payable at JODHPUR

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

#### 3. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

OIL INDIA LIMITED
Account No.
00000010827354741
IFSC Code
SBIN0000659
Bank Name
STATE BANK OF INDIA
Branch address
IODHPUR

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

#### 4. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

OIL INDIA LIMITED Account No. 00000010827354741 IFSC Code SBIN0000659 Bank Name STATE BANK OF INDIA Branch address JODHPUR

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of online transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

#### 5. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

#### 6. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. Click here to view the file

## Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as

null and void and would not be considered as part of bid:-

- 1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process.
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

#### This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, 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. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---



Report ID: GEM/GARPTS/06102023/77NA5BB1NU9L

Report Name: Well Logging Tool

Generated By: Bhavik Haresh Mody, OIL INDIA Limited, Ministry of Petroleum and Natural Gas

**Generated On:** 06/10/2023 **Valid till:** 05/11/2023

#### **GeM Availability Report and Past Transaction Summary**

GeM Availability Report and past transaction summary report is generated based on the specifications searched by the Buyer. The specification may be modified appropriately for searching relevant categories on GeM. Buyer may navigate to GeM category page by clicking on the category link to view category specifications and products/services available in the category.

Order Count and Order Value displayed is on a cumulative basis since GeM inception.

#### 1. Search String: well logging

Search type: Product

- 1. There are categories available on GeM matching your requirements (as listed here). You can create a bid on GeM with a product closest matching your required specifications and add additional parameters in specifications through Corrigendum using RMS functionality.
- 2. If you feel that category TP needs updating you can submit category updating request also through RMS.
- 3. If you do not want to use any of the above option and want to proceed for procurement outside GeM, please suggest the specifications of the required product for creation of new category on GeM for future procurement.

Search Result: Category available/suggested on GeM but marked as "not matching requirements" by the buyer with undertaking as under:

It is certified that I have thoroughly checked all probable categories suggested by GeM and I am satisfied that the product required is not covered / does not fall in any of the suggested categories and can not be procured under any of these categories even after inclusion of List of Values (LOV) wherever possible in category specifications of suggested categories. It is also certified that the technical specification requirement are such that these can not be covered even by adding specification parameters using ATC in any of the GeM suggested categories. This is a one-time requirement hence new category creation is not proposed / or requirement is recurring but request for new category creation will be submitted separately post generation of GeMARPTS.

		Order Count			Order Value (in Lakhs)		
Category Name	Catalog Count	Direct Purchase	Reverse Auction	Bid	Direct Purchase	Reverse Auction	Bid
Deep well plates	89	384	1	9	590	3	40
LED Well Glass Fixture	2,626	303	58	271	507	1,451	841
Seamless Ferritic Alloy - Steel Pipe for High - Temperature Service	1,033	58	14	11	26	141	52
Oil well cement (for OIL)	3	0	0	4	0	0	2,538
currency counting machine	3,154	5,459	14	179	2,052	49	284
Hydrochloric Acid for Well Stimulation for (ONGC)	7	15	0	10	1	0	59
Flameproof Hazardous Lighting Fixtures, Control Gear Box as per IS 5	17	8	4	1	9	66	2

		Order Count			Order Value (in Lakhs)		
Category Name	Catalog Count	Direct Purchase	Reverse Auction	Bid	Direct Purchase	Reverse Auction	Bid
AC SPV Deep well (submersible) Pumping Systems	101	216	0	18	803	0	339
Log Books or Pads as per IS 1848	652	10,712	2	84	1,579	0	39
DC SPV Deep Well (Submersible) Pumping Systems	83	142	1	14	446	26	347

#### 2. Search String: wireline logging

Search type: Product

- 1. There are categories available on GeM matching your requirements (as listed here). You can create a bid on GeM with a product closest matching your required specifications and add additional parameters in specifications through Corrigendum using RMS functionality.
- 2. If you feel that category TP needs updating you can submit category updating request also through RMS.
- 3. If you do not want to use any of the above option and want to proceed for procurement outside GeM, please suggest the specifications of the required product for creation of new category on GeM for future procurement.

Search Result: Category available/suggested on GeM but marked as "not matching requirements" by the buyer with undertaking as under:

It is certified that I have thoroughly checked all probable categories suggested by GeM and I am satisfied that the product required is not covered / does not fall in any of the suggested categories and can not be procured under any of these categories even after inclusion of List of Values( LOV) wherever possible in category specifications of suggested categories. It is also certified that the technical specification requirement are such that these can not be covered even by adding specification parameters using ATC in any of the GeM suggested categories. This is a one-time requirement hence new category creation is not proposed / or requirement is recurring but request for new category creation will be submitted separately post generation of GeMARPTS.

		Ord	ler Count		Order Va	lue (in Lakl	hs)
Category Name	Catalog Count	Direct Purchase	Reverse Auction	Bid	Direct Purchase	Reverse Auction	Bid
Wireline Core Barrels	0	0	0	0	0	0	0
Log Books or Pads as per IS 1848	652	10,712	2	84	1,579	0	39
Wireline Drill Rods	0	0	0	0	0	0	0
Wireline Diamond Core Bit Set	9	2	0	0	0	0	0
books	73,145	88,668	106	1,286	6,796	45	684
Wireline Drill Bits for Surface Mineral Exploration	0	0	0	0	0	0	0

## **PART -1: INSTRUCTIONS TO BIDDERS**

# STANDARD CONDITIONS Bidder's Remark

STANDARD NOTES:

1) BID SECURITY: APPLICABLE

**AMOUNT: As Mentioned In GeM Bid Document** 

VALIDITY: The Bid Security should be valid till 30.06.2024.

- a) All the Bids must be accompanied by Bid Security for the amount as mentioned in the tender and shall be in the prescribed format (as per enclosed PROFORMA E) as Bank Guarantee (BG) or Online payment. (Kindly refer GeM GTC for details).
- b) In case of Bid Security submitted in the form of Bank Guarantee, Scanned copy of Bank Guarantee shall be uploaded by Seller in the online bid and hard copy of the Bank Guarantee will have to be submitted directly to the Buyer within 5 working days of bid opening, failing which the bid may be treated as incomplete & may lead to rejection of the bid by buyer without making any reference to the seller. The Original Bid Security shall be submitted manually in sealed envelope super scribed with tender no. and due date to: GM (C&P), Oil India Limited, Rajasthan Field, 2A, Saraswati Nagar, District Shopping Centre, Basni, Jodhpur-342005, Rajasthan
- c) Whereas in case of Online payment of Bid Security, bidder shall submit Online transaction details to OIL as proof of submission of Bid security in the online bid. The online payment of Bid Security amount should be received in OIL's bank account on or before the Bid closing date and time failing which the offer will be rejected outright without any further reference.

	Oil India Limited, Jodhpur Bank account Details for Online submission of Bid Security					
a	Bank Name	State Bank of India				
b	Branch Address	Dist- Jodhpur				
c	Bank Account No.	00000010827354741				
d	Type of Account	Current Account				
e	IFSC Code	SBIN0000659				

- d) Bid Security shall be issued from any scheduled Indian Bank or any branch of an International Bank situated in India and registered with the Reserve Bank of India as scheduled foreign Bank in case of domestic suppliers.
- e) Bank Guarantee issued by a scheduled Bank in India at the request of some other non-scheduled Bank in India shall not be accepted.
- f) Bank Guarantees issued by a Bank in India should be on non-judicial Stamp Paper/Franking receipt of requisite value, as per Indian Stamp Act, purchased in the name of the Banker or the Seller.
- g) Bank Guarantee with condition other than those mentioned in OIL's prescribed format / GeM Bank Guarantee format shall not be accepted.
- h) The Bank Guarantee issued by a Bank amongst others shall contain the complete address of the Bank including Phone Nos., Fax Nos., E-mail address, Code Nos. of the authorized signatory with full name and designation and Branch Code.
- i) The bidders will extend the validity of the Bid Security, if and whenever specifically advised by OIL, at the bidder's cost.
- j) The Bid Security shall not accrue any interest during its period of validity or extended validity. OIL shall not be liable to pay any bank charges, commission or interest on the amount of Bid Security.
- k) In case, the Bid Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the fake signatures, the bid submitted by the concerned bidder shall be rejected and the bidder shall be banned from participating in future tenders in accordance with the provisions of Company's Banning Policy as revised on 17.03.2023 inline with the provisions of Office Memorandum No. F.1/20/2018-PPD dated 02.11.2021 issued by Department of Expenditure, Ministry of Finance.

Further, the Bid Security submitted by such bidder shall be invoked without any further reference, besides other penal action, as the Company may think appropriate.

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

1)The Bid Security will be forfeited:

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

OR

- b) If the successful Bidder do not accept the order or fails to furnish the Performance Security within 30 days of placement of order or before the expiry of Bid Security (unless extended), whichever is earlier.
- m) Bidders are requested to contact OIL within 4 months of Bid submission for return of their Bid Security. A copy of Bid security and Tender No. against which the Bid security was submitted should be sent to concerned dealing officer of OIL for return of the Bid security.
- n) For Timely Return Of Bid Security, bidders shall submit following details alongwith their technical bid.
- For Bank Guarantee (BG) = Name, Email id, Phone number and Address where the Bid Security is to be returned by Courier.
- Online payment = Name, Email id, Phone number and Bank details duly endorsed by bank (Bank Name, Branch Name, Branch Address, IFSC Code, Unique identifier code, Company name) where the Bid Security amount shall be returned by Online transfer.

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

- 2) The bidder shall confirm that materials to be supplied shall be new, of recent make, of the best quality & workmanship and shall be guaranteed by the Seller against defects arising from faulty materials, workmanship or design. Defective goods / materials or parts notified by OIL to the Seller shall be replaced immediately by the Seller on F.O.R destination basis including payment of all taxes and duties at Seller's expense. This guarantee shall survive and hold good not-withstanding inspection, payment for and acceptance of the goods.
- 3) The Bidder shall categorically confirm in their technical bid about compliance of all the points under technical specification and notes of the tender.
- 4) **Delivery:** Delivery is required to be completed **within 09 Months** from the date of placement of purchase order. BIDDER shall deliver all the equipment within Nine (09) months from the date of issue of GeM PO. This Delivery Period/Time shall be deemed to be essence of the PO.
- 5) Any materials/components found defective / damaged during transit shall have to be replaced / repaired by the supplier on free-of-cost basis.
- 6) Bidder to quote all inclusive cost as **FOR/DDP Oil India Limited**, **Baghewala Oilfield**, **Jaisalmer**, **Rajasthan** including all cost towards loading, freight upto destination, insurance, GST etc. However, unloading at site will be done by OIL at its own cost.
- 7) Bidders shall submit their offer mentioning pointwise compliance/noncompliance to all the terms & conditions, BEC, Specifications etc. Any deviation(s) from the tender terms & conditions, BEC, Specifications etc. should be clearly highlighted specifying justification in support of deviation.
- 8) Any deviation(s) from the tender specification should be clearly highlighted specifying justification in support of deviation (Proforma-D).
- 9) The Techno-commercial Bid/Un-priced Bid in GeM portal shall contain only the technical and commercial details except the prices. No price shall be provided in the Technical-commercial Bid/Un-Priced Bid otherwise the offer shall be rejected.
- 10) Bidder must submit the duly filled the Check list (Annexure-I & II) alongwith their technical offer.
- 11) The following points are deemed as "non-negotiable" and offer shall be rejected straightaway without seeking clarification in case of the following:
- a) Validity of bid shorter than the validity indicated in the Tender.
- b) Original Bid security not received within the stipulated date and time mentioned in the tender.
- c) Bid Security with (i) Validity shorter than the validity indicated in tender and /or (ii) Bid Security amount lesser than the amount indicated in the tender.
- d) In case the party refuses to sign Integrity Pact.
- 12) The items covered by this tender shall be used by Oil India Limited in the PEL/ML areas. Indigenous bidder shall be eligible for concessional rate of **GST @12%** (for invoice valuing INR 1.00 Lakh and above excluding taxes) against Essentiality Certificate wherever applicable, as per Notification No.3/2017 Integrated/ Central Tax (Rate) dated 28th June, 2017 and amended vide notification vide Notification No.

08/2022-Integrated Tax (Rate) dated 13th July 2022.

In the event of order, Supplier to furnish Proforma Invoice to OIL INDIA LIMITED (OIL) for obtaining essentiality certificate, subject to applicable GST of the ordered items is more than 12%, from DGH at least 30 Days before the scheduled delivery to avail concessional GST @12% and dispatch to be made only after receipt of Essentiality Certificate failing which tax liability, if any, shall be to the seller's account.

#### 13) PURCHASE PREFERENCES POLICIES:

- a) Tender will be governed by the DPIIT-MII and MSME policy. Bidders who comply with all the provisions specified in Government gazette Notification and any amendments thereafter and submit all the undertakings and documents applicable under the policy shall only be accepted and shall be considered for further evaluation.
- b) Bidder to categorically confirm under which policy i.e. or DPIIT-MII, they want to avail the benefit and to submit requisite document/certificate in support to avail this benefit. The bids will be evaluated based on their declaration. No benefit will be given if the bid is submitted without any above declaration along with supporting document as per the respective policies.
- c) Availing the benefit of Purchase Preference and awarding of eligible tendered quantity after price matching shall be considered based on Bidder' declaration of availing of DPIIT-MII or MSME policy only.
- d) Evaluation of bids with reference to DPIIT-MII policy/ MSME policy shall be done by OIL based on the documents submitted by the bidder. OIL shall not be responsible for any incorrect/incomplete submission of documents by bidder leading to non-compliance to DPIIT-MII policy/ MSME policy and denial of benefits under the policy.

#### **14) INTEGRITY PACT:**

a)The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide **Proforma-J** of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit Integrity Pact with the offer, their bid shall be rejected straightway.

OIL's Independent External Monitors at present are as under:

1. Dr. Tejendra Mohan Bhasin,

Former Vigilance Commissioner, CVC

E-mail: tmbhasin@gmail.com

2. Shri Ajit Mohan Sharan, IAS (Retd.)

Former Secretary, Ministry of Ayush, Govt. of India

E-mail: ams057@gmail.com

3. Shri Ram Phal Pawar, IPS (Retd.),

Former Director, NCRB, MHA

E-mail: rpawar61@hotmail.com; ramphal.pawar@ips.gov.in

- b) In event of any dispute between Management and contractor relating to those contract where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in time bound manner. If required, organization may adopt any mediation rules for this purpose. In case dispute remain unresolved even after mediation by the panel of IEM's, organization may take further action as per the terms and condition of the contract.
- 15) **Performance Security:** Successful bidder shall be required to furnish a **Performance Security equivalent to Ten (10%) percent of total evaluated value** of Order within 30 days of receipt of LOA/Notification of Award. The Performance Bank Guarantee (as per Proforma-F) must remain valid throughout the period of execution, including extension if any. Non-submission of Performance Security as above by the successful Bidder shall lead to cancellation/termination of award including forfeiture of their Bid Security, besides other penal actions as per OIL's Banning Policy. Bidders should undertake in their bids to submit Performance Security as stated above.
- 15.1 The bank guarantee issued by the bank must be routed through SFMS platform as per following details:
- (a) "MT 760 / MT 760 COV for issuance of bank guarantee
- (b) "MT 760 / MT 767 COV for amendment of bank guarantee

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Jodhpur Branch, IFS Code - UTIB0000057; Swift Code: AXISINBB057. Branch Address - AXIS Bank Ltd, Prince Tower, Near Jaljog Circle, Residency Road, Jodhpur - 342003".

15.2 In case the contractor wishes to submit Performance security through NEFT/RTGS/Electronic Fund Transfer, the same is to be deposited in OIL's bank account mentioned hereunder:

Bank Name & Location : State Bank of India, Jodhpur

Account No.: 00000010827354741 IFSC Code: SBIN0000659 Account Type: Current Account

#### 16) TAX COLLECTIBLE AT SOURCE (TCS):

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

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

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

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

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

#### 17) APPLICABILITY OF BANNING POLICY OF OIL INDIA LIMITED:

Company's Banning Policy as revised on 17.03.2023 inline with the provisions of Office Memorandum No. F.1/20/2018-PPD dated 02.11.2021 issued by Department of Expenditure, Ministry of Finance 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.

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

Bidders to note that Govt. of India under Micro, Small and Medium Enterprises Development (MSMED) Act 2006, has proclaimed the Public Procurement Policy, 2012 with effect from 1st April, 2012 in respect of procurement of goods and services, produced and provided by micro and small enterprises, by its Ministries, Departments and Public Sector Undertakings for promotion and development of Micro and Small Enterprises. Bidders are requested to take note of the same and to submit their offers accordingly.

a) Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette notification no. CG-DL-E-26062020-220191 dated 26.06.2020 issued by Ministry of Micro, Small and Medium Enterprises. The bidder claiming as MSE status (MSE-General, MSE-SC/ST, MSE -Woman) against this tender has to submit following 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.

b) For availing benefits of Purchase Preference under Public Procurement Policy, the interested MSE Bidders must ensure that they are the manufacturer of tendered item(s) and registered with the appropriate authority for the said item(s). The technical offer of such MSE Bidders must include a valid copy of

relevant MSE Certificate issued by appropriate authority specifying the item as per tender. Purchase Preference of 15% (fifteen percent) shall be extended to the eligible MSE Bidder (i.e. Manufacturer of tendered goods for procurement) over non-MSE L1 Bidder and PO shall be awarded for full tender quantity on such MSE bidder, subject to matching their quoted rates/costs with non-MSE L1 Bidder.

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

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

- (i) 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 MSF Vendor (Seller).
- (ii) Seller means a MSE vendor, who has been awarded Purchase Order / Contract by Oil. (Buyer).
- 20) RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY SHARING LAND BORDER WITH INDIA: Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide Order No. F.7/10/2021-PPD (1) dated 23.02.2023 has proclaimed the insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence of India on matters directly or indirectly related thereto including national security. Clause on applicability of above restriction is furnished as APPENDIX A3 of the tender document. Bidders are requested to take note of the clauses and submit their offers accordingly, wherever applicable. The bidders must submit undertakings as per PROFORMA 4(A), PROFORMA 4(B) & PROFORMA 4(C) along with their bid towards compliance of the above guidelines for participation in this tender. If the undertakings given by a bidder whose bid is accepted is found to be false, this would be a ground for debarment/action as per OIL's Banning Policy and further legal action in accordance with law.
- 21) **Pre-Bid Conference:** A Pre-Bid Conference is planned to be held at OIL's Jodhpur Office at 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur -342005, Rajasthan on **26.10.2023** at 11 AM to explain the requirements of Company in details to the interested prospective bidders and to understand bidders' perspective including exchange of views/clarifications, if any, on the Scope of Work, Bid Rejection/Bid Evaluation Criteria and other terms & conditions of the Tender. Bidders interested to attend the pre-bid conference as above must contact/ communicate with Sr. Manager (C&P), Oil India Limited, Rajasthan Field, 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur -342005, Rajasthan, Phone: 8011446911, E-mail: bhavik\_mody@oilindia.in well in advance regarding the venue & other related details.
- 22) Maximum two (2) representatives from each prospective bidder (authorized to participate in the tender), shall be allowed to participate in the pre-bid conference. All costs associated to attend the pre-bid conference by their representatives shall be borne by the interested Bidders.
- 23) The prospective bidders may submit their queries, if envisaged against the tender conditions any, through e-mail/letter to the above mentioned address by 25.10.2023 by 05:30 PM. OIL expects that the Bidders should comply to the tender conditions in toto. However, clarifications/ exceptions/deviations, if required any, should be brought out by the bidders prior to or during the Pre-Bid Conference only. After processing these suggestions, as a sequel to the pre-bid conference, Company shall communicate the changes/modifications in this regard, if agreed any, through an addendum to tender document in e-portal and thereafter

Company shall be at liberty to reject all such non-compliant Bids.

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

#### 25) GUIDELINES FOR PARTICIPATING IN GeM PORTAL:

Bids are to be submitted through GeM Portal. Vendors must use their GeM Seller ID and Password for participation in the tender. Vendors who do not have GeM Seller ID must register themselves as Seller in GeM Portal by visiting Government e-Marketplace Website - https://gem.gov.in/.

Vendors may also refer to the Seller Help Document for participating in the tender which is uploaded under "For Vendors << GeM Tender" in OIL"s Website. The URL for the same is provided below for ready reference:

https://www.oil-india.com/pdf/Custom%20bid%20seller%20end.pdf.

- 26) Amendments to the NIT after its issue will be published on GEM portal and OIL's website only. Revision, clarification, addendum, corrigendum, time extension etc. to the tender will be hosted on GEM Portal OIL website only. No separate notification shall be issued in the press. Prospective bidders are requested to visit website regularly to keep themselves updated.
- 27) The bid along with all supporting documents must be submitted through GeM portal only except the following documents which shall be submitted manually by the Bidder in two copies in a sealed envelope super-scribed with OIL's IFB No., Bid Closing date and marked as "BID AGAINST TENDER NO. GEM/2023/B/4052367" and addressed to GM (C&P), OIL INDIA LTD., Rajasthan Field, 2A, Saraswati Nagar, Jodhpur-342005, Rajasthan (India):
- a) Printed catalogue and Literature, if called for in the tender.
- b) Original Bid Security
- c) Any other document required to be submitted in original as per tender requirement.

The above documents must be received at OIL's GM- (C&P)'s office at Jodhpur on or before the Bid Closing date and time failing which the bid shall be rejected.

ii) Bid should be submitted on-line in GEM portal before the bid closing date and time as mentioned in the tender document and will be opened on the same day at the bid opening time mentioned in the tender document at the office of the GM (C&P) in presence of the authorized representatives of the Bidders.

#### 28) EXEMPTION FROM SUBMISSION OF BID SECURITY:

- 28.1 Central Govt. offices and Central Public Sector undertakings are exempted from submitting Bid Security.
- 28.2 Micro or Small Enterprises (MSE) bidders are exempted from submitting Bid Security. Categorization and various Criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES.
- 28.3 The bidder claiming as MSE status (MSE-General, MSE-SC/ST, MSE -Woman) against this tender has to submit the following documents for availing the benefits applicable to MSEs:
  - i. Udyam Registration Number (URN) with Udyam Registration Certificate (URC)
- 28.4 In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur or Woman Entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur/ Woman Entrepreneurs should also be enclosed.
- **29) INDIAN AGENT/REPRESENTATIVE/RETAINER/ASSOCIATE**: The Indian Agent/Representative/Retainer/Associate will not be permitted to submit any Bid Security and Performance Security on behalf of their foreign principals and also the Indian Agent/ Representative/Retainer/Associate will not be allowed to execute the contract and receive payment against bid submitted by their foreign principals. Such bids shall be rejected straightway.

#### 30) Bidders must submit their bids in Indian Rupees only and shall receive payment in the same.

31) LATE BIDS: Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid. The documents in physical form mainly the Original Bid Security if received by the Company after the deadline for submission prescribed by the Company shall be rejected and shall be returned to the Bidders in unopened condition immediately.

#### 32) MODIFICATION AND WITHDRAWAL OF BIDS:

- 32.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time in the GEM portal. Withdrawal or modification of bid through physical correspondence shall not be considered and accepted.
- 32.2 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.
- 32.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in the Bidder's forfeiture of its Bid Security and bidder shall also be debarred from participation in future tenders of OIL as per the Banning Policy of OIL.

- 33) The User Manual provided on the GeM portal on the procedure How to create Response for submitting offer may be referred for guidance.
- 34) Before submission of Bids, Bidders are requested to make themselves fully conversant with all Conditions of the Bid Document and other relevant information related to the products & services to be executed under the PO.
- 35) **DISCOUNTS/REBATES:**
- 35.1 Unconditional discounts/rebates, if any, given in the bid will be considered for evaluation.
- 35.2 Post bid or conditional discounts/rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract, and if they have offered any discounts/rebates, the contract shall be awarded after taking into account such discounts/rebates.
- 36) EVALUATION AND COMPARISON OF BIDS: The Company will evaluate and compare the bids as per BID EVALUATION CRITERIA (BEC) of the Bid Document.
- 37) **LOADING OF FOREIGN EXCHANGE**: There would be no loading of foreign exchange for deciding the inter-se-ranking of domestic Bidders.
- 38) **FURNISHING FRAUDULENT INFORMATION/DOCUMENTS**: If it is found that a Bidder/supplier has furnished fraudulent information / documents, the Bid Security/Performance Security shall be forfeited and the party shall be banned for a period of 3 (three) years from the date of detection of such fraudulent act besides the legal action as per Company's Banning Policy.
- **39) Document Verification:** Oil India Limited (OIL) has engaged the following 09 (Nine) Independent Inspection Agencies for a period of 04 (four) years with effect from 06.05.2020 to verify and certify of various documents required against BEC/BRC of the tender:

SI. No.	Name of Independent Inspection Agency	Contact E-mail ID
i.	M/s. RINA India Pvt. Ltd.	a. ssd@rina.org b. Andrea.Vattuone@rina.org
ii.	M/s. Dr. Amin Controllers Pvt. Ltd.	a. rkjain@rcaindia.net b. info@rcaindia.net
iii.	M/s. DNV Inspection India Pvt. Ltd.	a. mangesh.gaonkar@dnv.com
iv.	M/s. TÜV SÜD South Asia Pvt. Ltd.	a. Jaimin.Bhatt@tuv-sud.in b. sanjaykumar.singh@tuv-sud.in c. Pankaj.Narkhede@tuv-sud.in d. Ajit.Yadav@tuv-sud.in
V.	M/s. IRCLASS Systems and Solutions Private Limited	<ul> <li>a. abhishek.singh@irclass.org</li> <li>b. pradeep.bansal@irclass.org</li> <li>c. Asim.Hajwani@irclass.org</li> <li>d. Amit.Ketkar@irclass.org</li> <li>e. industrial services@irclass.org</li> </ul>
vi.	M/s. Gulf Llyods Industrial Services (India) Pvt. Ltd.	a. contact@gulflloyds.com b. bbhavsar@gulfllyods.com c. inspection@gulflloyds.com d. gulflloyds.india@gmail.com
vii.	M/s. TUV India Private Limited	a. salim@tuv-nord.com b. delhi@tuv nord.com
viii.	M/s. TÜV Rheinland (India) Pvt. Ltd.	<ul> <li>a. Shailesh.Deotale@ind.tuv.com</li> <li>b. ravi.kumar@ind.tuv.com</li> <li>c. rupeshkumar.singh@ind.tuv.com</li> <li>d. Neeraj.Chaturvedi@ind.tuv.com</li> </ul>

ix.  M/s. Bureau Veritas (India) Private Limited  a. udit.chopra@bureauveritas.com b. vishal.sapale@bureauveritas.com c. dinesh.sukhramani@bureauveritas.com e. hariprasad.jhawar@bureauveritas.com f. amit.shaw@bureauveritas.com g. business.support@bureauveritas.com h. labhanshu.sharma@bureauveritas.com i. pramodkumar.yadav@bureauveritas.com j. sonal.lad@bureauveritas.com k. bvindia.corporate@in.bureauveritas.com
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- a. The Bidders have to get verified and certified the various documents required against BEC/BRC of the tender by anyone of the above Independent Inspection Agencies and submit the duly certified Inspection Certificate by the Inspection Agencies along with the Technical Bid of the Tender. All Charges of the Third-party Independent Inspection Agencies towards verification of bidder's documents and certification thereof shall be borne by the respective bidders and Payments on account of above inspection, verification and certification shall be made directly by the Bidder to the Inspection Agency(s). OIL will not be responsible for any payment dispute between Bidders and Third Party Inspection Agencies.
- b. As mentioned above, Bidder(s) have to submit the verified documents along with the Technical Bids. Bid submitted with un-verified supporting documents shall not be normally considered. However, in case a bidder submits its bid alongwith all relevant supporting documents as per BEC/BRC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered provided it is accompanied by an Undertaking by the Bidder on their official letterhead to submit the duly verified copies/verification certificate within seven (7) days of actual bid opening. Company will neither send any reminder nor seek any clarification in this regard from such bidders, and the bid will be rejected outright if the bidder fails to submit the verified copies/verification certificate within seven (7) days of actual bid opening at its own risk and responsibility. If a bidder does not submit the undertaking towards submission of third party certification within 7 days from date of Bid Closing date, but certified document reaches us within the cut-off date of above seven (7) days, then such bids shall be considered.
- c. The methodology of inspection/ verification of documents followed by the agencies is broadly as under but not limited to:
- i. Oil India Limited will incorporate a relevant clause in the tender along with the list of empanelled inspection agencies where document verification pertaining to BEC/BRC of the tender is required. The prospective bidder will contact any of the empanelled inspection agencies against such tender. When prospective bidders approach any of the OIL's empanelled Inspection Agency, the agency will ask for the tender document and should go through the Tender Document, especially the requirements of BEC/BRC and list the documents to be verified. The inspection Agency shall depute their qualified/competent inspector to the Bidder's premises to check the original documents and certify the copies which the bidder shall submit along with their bids. OIL will reserve the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL. A copy of the Inspection Certificate shall be directly sent to the Concerned Tendering officer of OIL INDIA LIMITED, mentioned in the respective tender.
- d. Verification of documents are normally categorised as under:
- e. General Requirement:
- i. Check Bidder's PAN Card
- ii. Check Bidder's GST Certificate
- iii. Check ITR of company last three years (minimum)
- iv. Check Bidder's Certificate of Incorporation Domestic Bidder.

- f. Additional Documents: (If applicable against the tender)
- i. Joint Ventures Agreements To Double-check with JV Partners
- ii. Consortium Agreements To Double-check with Consortium Partners
- iii. Holding/ Parent/Subsidiary Company To check the notarized Share Holding pattern
- g. Technical Criteria
- i. Experience Proof -To check Original Work Order as per BEC /criteria
- ii. To check Company Name
- iii. To check Similar Work Definition against Work Order, Scope of work (JV or Consortium too)
- iv. To check the Execution period
- v. To Check the Completion Certificates Letter of Appreciations of proper Execution
- vi. Reference contact verification and true copy verification
- vii. Match Original Work Order/Contract Copy with Soft Copies or notarized scan copies
- h. Financial Criteria
- i. Check Audited Balance Sheet Turnover as per BEC along with the bidder's compliance with respect to the following clause:
- i. Considering the time required for preparation of Financial Statements, if the last date of the 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 \_\_\_\_\_ (as the case may be) has actually not been audited as on the Original bid closing date as per format'.
- i. Check Net-Worth as per BEC
- ii. Check Notarization validity
- iii. Check original audited Balance Sheet with scan copies.
- iv. To check the Line of Credit, if incorporated in the tender.
- j. **COMPLIANCE OF THE COMPETITION ACT, 2002:** The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.

Bid Eva	<u>luation</u> Criteria		
Clause No.	Clause	Confirmation / Compliance	Reference in terms of Page no., Annexure etc. of bidder's offer
	General Conformity: In addition to the General Terms and Conditions of GeM portal the following BEC will be applicable against this tender:  The bids shall conform to the specifications, terms and conditions given in the tender. Bids shall be rejected in case the item(s) offered do not conform to technical specifications and to the respective international / national standards wherever stipulated.  Notwithstanding the general conformity of the bids to the stipulated specifications, and terms & conditions, the following requirements shall have to be particularly met by the bidders, without which the offer will be considered as non-responsive and rejected. All the documents related to BEC must be submitted along with the technical bid.	Yes No	
1.0	TECHNICAL EVALUATION CRITERIA		
1.1	<ul> <li>ii) The Bidder must be incorporated in India and must maintain minimum 20% local content for the offered product. With regard to calculation of local content and submission of documents during bidding &amp; execution of purchase orders, provision of Purchase Preference Policy (Linked with Local Content), notified vide Letter No. FP-20013/2/2017-FP-PNG dated 17th November, 2020 of MoPNG and subsequent amendments thereof, shall be applicable.</li> <li>iii) If such local content is not maintained during execution of purchase order, OIL reserves the right to invoke the Performance Securities submitted by the bidding and supporting companies, in addition to resorting to other options as may be deemed appropriate.</li> <li>iv) Whether or not the bidders want to avail PP-LC benefit against this tender, it is mandatory for them to meet the following at the bidding stage:</li> <li>(a) Without specifying the unit rates and bid amount in the technical bid, the bidder must provide the exact percentage (%) of local content in their bid, without which the bid shall be summarily rejected being non-compliant.</li> <li>(b) The Bidder shall submit an undertaking from the authorised signatory of bidder having the Power of Attorney along with the bid, stating that the bidder meets the</li> </ul>	Yes No	

	minimum LC requirement (above 20%) and such undertaking shall become a part of the purchase order, if awarded (format as per aforementioned notification).  (c) The aforesaid undertaking of the bidder shall also 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 practicing chartered accountant (in respect of other than companies) giving the <b>exact percentage of local content</b> (format as per aforementioned notification).  (d) Bidder to submit a copy of their Certificate of Incorporation in India, except for Proprietary/Partnership firms who have to submit Registration certificate.  (e) Bids without the categoric mention of percentage of LC and undertakings as per the clause (b) & (c) and certificate as per (d) will be rejected.		
1.2	The bidder should be an Original Equipment Manufacturer (OEM) of the offered item (s).		
	OR The bidder must be an authorized Dealer/Sole Selling Agent/ Distributor/ Wholly owned Subsidiary/Co-subsidiary of any tier of the same Group of Companies as the Original Equipment Manufacturer (OEM) of the offered item(s).	Yes No	
1.3	If the bidder is the <b>original manufacturer (OEM)</b> of the offered items, then:  (a) The bidder must have minimum 05 (Five) years of experience in manufacturing of similar items as specified in the tender document. The bidder must provide firm confirmation regarding this in the bid.  (b) The bidder must have experience of successfully executing at least 01 (one) order of similar items as specified in the tender document for 50% quantity (to be rounded to next higher whole figure) in preceding 05 (five) years. Bidder's supply experience as above must be to various E&P Companies or Oil Field Service Providers and such orders must have been executed either directly by the bidder themselves or through their authorized Dealer/Sole Selling Agent/ Distributor/ Wholly owned Subsidiary/Co-subsidiary. Documents as mentioned in 1.3 (d), in support of the experience criteria must be submitted along with the bid.	Yes No	
	(c) If the Bidder has supplied similar items to OIL INDIA LIMITED (OIL) during last 5 (five) years preceding original bid closing date of the tender either by themselves or through their authorized dealer/sole selling agents/distributors/wholly owned subsidiary/co-subsidiary/supply house and the past performance has been satisfactory, the bidder need not be required to submit documentary evidence to comply clauses 1.3 (a) & 1.3 (b) above.		

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	However, they must indicate the Purchase Order number and date. against which those similar items were supplied to OIL by them in the past.		
	(d) Documentary evidence to substantiate manufacturing & supply records pursuant to clause No. 1.3 (a) & 1.3 (b) above must be submitted in the form of copies of relevant Purchase Order(s) along with copies of following documents in any combination evidencing satisfactory execution of those Purchase Order(s), such as:		
	<ul> <li>I. Signed and sealed Satisfactory supply/completion/installation report (in original on user's letter head) (OR)</li> <li>II. Bill of Lading, Commercial Invoice/ Payment Invoice (OR)</li> </ul>		
	III. Consignee delivery receipt/challan (OR)  IV. Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/Vat/GST. (OR)		
	<ul><li>V. Satisfactory supply/completion/installation report should be issued on company's letterhead with signature and stamp.</li><li>VI. Any other documents which shall prove that the bidder has successfully executed</li></ul>		
	such order (s).  Notes:		
	i) 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.  ii) "Similar items" here means Casing Inspection Tools such as Multi Finger Imaging tool or equivalent and Multi Casing Thickness Detector tool or equivalent as specified in the tender document		
1.4	If the bidder is NOT the <b>original manufacturer (OEM)</b> of the offered items, then:  (a) The bidder must submit authorization letter from the OEM to quote against the tender.	Yes No	
	(b) The manufacturer (OEM) must have experience of successfully executing at least 01 (one) order of similar items as specified in the tender document for 50% quantity (to be rounded to next higher whole figure) in preceding 05 (five) years. The bidder must provide firm confirmation from the OEM regarding this in the bid. Documents as mentioned in 1.4 (f), in support of the experience criteria must be submitted along with the bid.  (c) The manufacturer (OEM) must have minimum 05 (Five) years of experience in manufacturing of similar items as specified in the tender document. The bidder must provide firm confirmation regarding this in the bid.  (d) The bidder must have experience of successfully executing at least 01 (one) order of similar items of this tender in preceding 05 (five) years. Bidder's supply experience as above must be to various E&P Companies or Oil Field Service Providers.  (e) If the bidder has supplied similar items to OIL INDIA LIMITED (OIL) during last 5 (five) years preceding original bid closing date of the tender and the past performance has been satisfactory, the bidder need not be required to submit documentary evidence to comply		

	clause 1.4(c) above. However, they must indicate the Purchase Order number and date against which those similar items were supplied to OIL by them in the past. In this scenario, the OEM must fulfil clause no. 1.3 above.		
	(f) Documentary evidence to substantiate manufacturing & supply records pursuant to clause No. 1.4(a), 1.4(b), 1.4(c) & 1.4(d) above must be submitted in the form of copies of relevant Purchase Order(s) along with copies of following documents in any combination evidencing satisfactory execution of those Purchase Order(s), such as:		
	I. Signed and sealed Satisfactory supply/completion/installation report (in original on user's letter head) (OR)		
	<ul> <li>II. Bill of Lading, Commercial Invoice/ Payment Invoice (OR)</li> <li>III. Consignee delivery receipt/challan (OR)</li> <li>IV. Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/Vat/GST. (OR)</li> </ul>		
	V. Satisfactory supply/completion/installation report should be issued on company's letterhead with signature and stamp.  VI. Any other documents which shall prove that the bidder has successfully executed		
	such order (s).  Notes:		
	i) 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.		
	ii) <b>"Similar items"</b> here means Casing Inspection Tools such as Multi Finger Imaging tool or equivalent and Multi Casing Thickness Detector tool or equivalent as specified in the tender document		
1.5	The bidder must submit firm confirmation/certificate along with the bid declaring that the bidder or the OEM (in case the bidder is not the OEM) possesses all required manufacturing, testing and quality control facilities for the offered items.	Yes No	
1.6	All materials as indicated in the material description of the tender should be offered. If any of the items are not offered by the bidder, the bid will not be considered for evaluation, Bid evaluation will be done only for those bids which offer full quantities of goods as mentioned in the Tender document.	Yes No	
1.7	The bidders offer must meet all the technical specifications mentioned against each item of the tender document. The Bid along with all technical documents must be in English language.	Yes No	
1.8	The bidder must submit full technical literature of the offered items as per the tender requirement.	Yes No	
1.9	Bidder/OEM must submit an undertaking along with the Technical Bid that their offered tools are not going to become obsolete during the next five (5) years from the date of successful installation & Commissioning, if order is awarded on them by OIL and must	Yes No	

	guarantee uninterrupted supply of spares and availability of services for at least for ten (10)		
	years with effect from the successful installation & Commissioning of the equipment, without		
	which offer will not be considered for evaluation/placement of order.		
1.10	Bids received from Bidders/OEMs whose past performance with respect to previous	Yes	
1.10	supply/after-sales-services to OIL for Logging Units/Tools etc. was unsatisfactory and	No	
	resulted in banning or forfeiture of Performance Bank Guaranty shall be rejected outright.	INO	
1.11	Eligibility criteria in case Bid is submitted on the basis of the Technical Experience of		
1.11	the Parent/Subsidiary Company: Offers of those bidders who themselves do not meet		
	experience criteria as stipulated in clause 1.3 or 1.4 (as applicable) above can also be		
	considered provided the bidder is a 100% subsidiary company of the parent company		
	(Supporting Company) which meets the above mentioned experience criteria or the parent		
	company can also be considered on the strength of its 100% subsidiary company (Supporting	.,	
	Company). However, the parent/subsidiary company (Supporting Company) of the bidder should on its own meet the technical experience as aforesaid and should not rely on its sister	Yes	
	should off its own friest the technical experience as aloresaid and should not rely off its sister subsidiary/co-subsidiary company or through any other arrangement like technical	No	
	collaboration etc. In that case, as the subsidiary company is dependent upon the technical		
	experience of the parent company or vice-versa, with a view to ensure commitment and		
	involvement of the parent/subsidiary company for successful execution of the purchase		
	order, the participating bidder must enclose an agreement, as per format furnished vide		
	Attachment-I, between the parent and the subsidiary company or vice-versa and		
	Parent/Subsidiary Guarantee, as per format furnished vide Attachment-II, from the		
	parent/subsidiary company to OIL for fulfilling the obligations under the agreement, along		
4.45	with the technical bid.		
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1.12	Eligibility criteria in case Bid is submitted on the basis of the Technical Experience of	Vas	
1.12	Sister Subsidiary/Co-Subsidiary Company: Offers of those bidders who themselves do not	Yes	
1.12	-	Yes No	
1.12	Sister Subsidiary/Co-Subsidiary Company: Offers of those bidders who themselves do not		
1.12	<b>Sister Subsidiary/Co-Subsidiary Company</b> : Offers of those bidders who themselves do not meet the technical experience criteria stipulated in clause 1.3 or 1.4 (as applicable) above can also be considered based on the experience of their Sister Subsidiary/Co-Subsidiary		
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	(d) In the situations mentioned in clauses 1.11 and 1.12, following conditions are required to be fulfilled/documents to be submitted: i) Undertaking by Supporting Company to provide a Performance Security (as per format and instructions enclosed at Proforma-P), equivalent to 50% of the value of the Performance Security which is to be submitted by the bidding company, in case the supported bidding company is the successful bidder. ii) Undertaking from the supporting company to the effect that in addition to invoking the Performance Security submitted by the supplier, the Performance Security provided by supporting company shall be invoked by OIL due to non-performance of the supplier.		
	<b>Note:</b> In case Supporting Company fails to submit Performance Bank Guarantee as per 1.12(d)(i) above, the bid security submitted by the bidder shall be forfeited.		
2.0	FINANCIAL CRITERIA		
2.1	Annual Financial Turnover of the Bidder during any of preceding three financial/ accounting years from the original bid closing date should be at least <b>INR 4.17 crores</b> . {Annual Financial Turnover of the bidder from operations shall mean -"Aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91)}.	Yes No	
2.2	"Net Worth" of the Bidder should be positive for the preceding financial/ accounting year. [Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium  - Aggregate value of accumulated losses (excluding revaluation reserves) - deferred expenditure - Miscellaneous Expenditure to the extent not written off and carried forward Loss  - Reserves created out of write back of depreciation and amalgamation"]	Yes No	
2.3	Documentary evidence in the form of Audited Balance Sheet and Profit & Loss Account for the preceding 03 (three) financial/accounting years should be submitted along with the technical bid.	Yes No	
2.4	Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months / within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) 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 (as the case may be) has actually not been audited so far".	Yes No	
	Notes:  (a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid: -		

2.5	i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number, Firm Registration Number and UDIN (Unique Document Identification Number)), certifying the Annual turnover & Net worth as per format prescribed in Proforma-N.  OR  ii) Audited Balance Sheet along with Profit & Loss account.  b) In case the Bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, Bidder to provide documentary evidence for the same  In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR, the bidder shall have to convert the figures in equivalent INR considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA Certificate is to be submitted by the bidder regarding converted figures in equivalent INR.	Yes No	
2.6	In case the Bidder is subsidiary company (should be a wholly owned subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits his bid based on the strength of his 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 2.1 above.  ii) Net Worth of the parent/ultimate parent/holding company should be positive.  iii) Corporate Guarantee (as per Attachment-IV) 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 towards wholly owned subsidiary of the parent/ultimate parent/holding company.	Yes No	
3.0	COMMERCIAL CRITERIA		
3.1	Bids shall be submitted under single stage two Bid system i.e. Technical Bid and Priced Bid separately in the GeM portal.	Yes No	
3.2	Prices and rates quoted by Bidders must be held firm during the term of the purchase order and not be subject to any variation. Bids with adjustable price terms will be rejected.	Yes No	
3.3	Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach OIL's office at Jodhpur before bid closing date & time. A scanned copy of the bid security shall however be uploaded in GeM portal along with the Technical Bid. The amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. Bid without proper & valid Bid Security shall be rejected.	Yes No	
3.4	Bids received through the GeM portal shall only be accepted. Bids received in any other from shall not be accepted.	Yes No	

3.5	Bids should be valid for <b>120 days</b> . Bids with shorter validity will be rejected as being non-responsive.	Yes No	
3.6	Bidders must quote rates in accordance with the price schedule outlined in PRICE BID FORMAT (Proforma-B); otherwise the Bid will be rejected. However, if no charge is involved for any of the work/item, 'NIL' should be mentioned against such part of work. If any item in	Yes No	
	the Price Bid Format is left blank, then it will be construed that for that item bidder has quoted rate as "0". However, if a bidder indicates that they are not quoting for all the items then their offer will be rejected.		
3.7	The Bid documents are not transferable. Bid can only be submitted in the name of the BIDDER in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.	Yes No	
3.8	Bids submitted after the Bid Closing Date and Time shall be rejected.	Yes No	
3.9	Bidders shall quote directly and not through their Agent/Representative/Retainer/Associate.	Yes No	
3.10	Any Bid containing a false statement shall be rejected.	Yes No	
3.11	Bids shall be typed or written in indelible ink and shall be digitally signed by the Bidder or his authorized representative.	Yes No	
3.12	Bids shall contain no interlineations, erasures or over writing except as necessary to correct errors made by Bidders, in which case such corrections shall be initialed by the person(s) signing the bid.	Yes No	
3.13	The bidder must enter an all-inclusive price (including GST) against the "OFFER PRICE" field while creating their response against the tender in GeM portal. Computation of the above-mentioned all-inclusive price must be done as per the Price Bid Format enclosed along with the BOQ. The duly filled Price Bid Format indicating the Unit Rates and GST rate in the provided space, must be uploaded under "Financial Documents" tab on GeM portal.  Note: The breakup of the quoted / offered price, as per the prescribed Price Bid Format	Yes No	
	MUST NOT be uploaded with the technical bid; otherwise the bid shall be rejected straightway.		
3.14	The Integrity Pact must be uploaded along with the Technical Bid duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. If any Bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.	Yes No	
3.15	Bidder must comply to clause no. 39.0 (Independent Inspection of Bid Documents) of Part-1, Instruction to Bidders failing which their offer shall be summarily rejected.	Yes No	
3.16	There must be no exception to the following Clauses including sub-clauses, otherwise the Bid will be rejected:	Yes No	

	i) Performance Guarantee Bond Clause		
	ii) Force Majeure Clause		
	iii) Tax liabilities Clause		
	iv) Arbitration Clause		
	v) Acceptance of Jurisdiction and Applicable Law Clause		
	vi) Liquidated damage and penalty clause		
	vii) Safety and Labour Law		
	viii) Insurance Clause		
	ix) Termination Clause		
	x) Integrity Pact		
4.0	GENERAL		
4.1	The compliance statement (enclosed Proforma-D) should be digitally signed and uploaded	Yes	
	along with the technical bid (un-priced). The compliance Statement (Proforma-D) clearly	No	
	indicating "NIL Exception/Deviation" to Tender clauses should be uploaded along with the		
	Technical bid.		
4.2	To ascertain the substantial responsiveness of the bid the Company reserves the right to ask	Yes	
	the bidder for clarification in respect of clauses covered under BEC also and such	No	
	clarifications fulfilling the BEC clauses in toto must be received on or before the deadline		
	given by the Company, failing which the offer will be summarily rejected.		
4.3	If any clauses in the BEC contradict clauses elsewhere in the Bid Document, then the clauses	Yes	
	in the BEC shall prevail.	No	
4.4	The Company reserves the right to cancel/withdraw the tender or annul the bidding process	Yes	
	at any time prior to award of contract, without thereby incurring any liability to the bidders	No	
	or any obligation to inform the bidders of the grounds of Company's action.		
4.5	Bid involving a party in any form whose name is appearing in the prevailing list of	Yes	
	banned/blacklisted vendors of OIL INDIA LIMITED shall be rejected outright.	No	
4.6	Arithmetical errors, if any, in the price bids will be rectified on the following basis.	Yes	
	"If there is a discrepancy between the Unit Rate and Total Amount (that is obtained	No	
	by multiplying Unit Rate with Quantity), the unit rate shall prevail and the total amount shall		
	be corrected accordingly. Similarly, if there is a discrepancy between words and figures, the		
	amount quoted in words will prevail. If there is discrepancy between the percentage terms		
	and calculated amount, the amount will be rectified by re-calculating the amount as per the		
	percentage terms. Any bidder who does not accept the said correction procedure, their bid		
	will be rejected." However, if the grand total value including GST evaluated in the price bid		
	format and the "Offer Value" declared on GEM portal do not match, the value on GEM portal shall be considered as final and evaluation shall be done accordingly.		
4.7	Goods & Service Tax: The bidder is to quote the rates/prices inclusive of all statutory	Yes	
4.7	liabilities, except the Goods & Service Tax (GST). GST as applicable shall be extra to OIL's		
	account limiting to the rate quoted by the bidder until any statutory change takes place.	No	
	However, the liability of payment of GST will rest on the Contractor.		
L	nowever, the natinity of payment of dor will rest on the Contractor.		

4.8	Purchase Preference for Micro & Small Enterprise: Purchase Preference will be applicable as per latest Govt. Guidelines. Bidders to take note of the same and quote accordingly. It is Bidder's responsibility to submit necessary documents from the Competent Authority to establish that they are eligible for purchase preference against this tender. 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 the MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against the tender has to submit the following documents for availing the benefit applicable to MSEs:  i) Udyam Registration Number with Udyam Registration Certificate  Note: In case the bidding MSE is owned by Schedule Cast or Schedule Tribe entrepreneur or Woman entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur/Woman entrepreneur should also be enclosed.  4.8.1 Provisions such as seeking support from another company by way of submission of JV/ consortium bid, etc., wherever allowed in the tender document shall be available to all interested bidders including MSEs. In those scenarios, in case of submission of Consortium	Yes No	
	bids by MSEs, in order to avail the benefits reserved for MSEs (i.e. exemption from payment of EMD and purchase preference), the MSE bidder shall have to rely on their own strength or on the strength of another MSE only to meet the various tender requirement including technical and financial evaluation criteria. In that case all the members of the Consortium including the leader of the Consortium should be the eligible MSEs. Further, in case of bid from incorporated JVC, in order to avail the above MSE benefits, the bidder i.e. JVC shall have to be MSE.		
4.9	Purchase Preference Policy (Linked with Local Content) (PP-LC): Purchase Preference linked with Local Content will be applicable as per latest Govt. Guidelines as mentioned in Proforma-M. Bidders to take note of the same and quote accordingly. It is Bidder's responsibility to submit necessary documents from the Competent Authority to establish that they are eligible for purchase preference against this tender.	Yes No	
4.10	In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs-Order 2012, then the bidder must categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy.	MSME / PPLC	
4.11	The quantities shown against each item in the "Price Bid Format (i.e. in Proforma-B)" are tentative quantities and shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days/parameters for various operations are only for the purpose of evaluation of the bid and the Contractor shall be paid on the basis of actual quantum of jobs carried out during job execution. However, execution of jobs in excess of the quantity mentioned herein requires Company's prior approval.	Yes No	

4.12	Price evaluation of bids shall be carried out based on the grand total value quoted by the	Yes	
	bidder in the price bid format which includes all taxes, duties and levies including Customs	No	
	Duty, if applicable, but exclusive of GST. GST as applicable shall be payable extra. <b>However,</b>		
	the bidder must enter an ALL-INCLUSIVE PRICE (INCLUDING GST) against the "OFFER		
	PRICE" field while creating their response against the tender in GeM portal.		

## **Procurement Of**

MIT/MFC or Equivalent AND MTD/EPX/Em Pulse or Equivalent Logging tools with related accessories for tubing/casing health check-up without deployment of Rig Including Supply, Installation, Commissioning And Training

## **SECTION - I**

## TECHNICAL SPECIFICATIONS FOR REQUIRED LOGGING TOOLS AND ACCESSORIES

#### **PREAMBLE**

OIL INDIA LIMITED (Rajasthan Field) intends to buy MIT/MFC or Equivalent AND MTD/EPX/EmPulse or Equivalent Logging tools from reputed wire-line logging tool manufacturing company for health check of gas wells present in Jaisalmer, Rajasthan, Oil India Ltd. The MIT/MFC AND MTD/EPX/EmPulse or Equivalent tools supplied should be able to operate using OIL's in-house Halliburton make "LOGIQ" logging unit.

# 1.0 LIST OF REQUIRED CASED HOLE LOGGING TOOLS Table-I

S. No.	OIL's Code	Tool Description	Quantity
1	CH-1	Through Tubing Simultaneous Multiple Tubular Thickness Detector Tool (MTD/EPX/EmPulse or Equivalent)	1 No.
2	CH-2	MIT/MFC Through Tubing (24 Finger)	1 No.
3	CH-3	MIT/MFC 40 Finger	1 No.
4	CH-4	Accessories required for carrying out rig less operation.	1 Set.

Note: Above tools must be provided with Mobile workstation with acquisition software having perpetual license, workstation with data processing and interpretation software having perpetual license, Panel required for successfully carrying out casing inspection operation if any, Calibration set up, Telemetry, Gamma Ray (GR), CCL tool.

#### LIST OF REQUIRED DATA PROCESSING AND ACQUISITION SOFTWARE

#### Table-II

S. No.	OIL's CODE	Software Description
1	DPA-1	Data processing software for Through Tubing Simultaneous Multiple Tubular Thickness Detector Tool
2	DPA-2	Data processing software for MIT/MFC or equivalent tool
3	DPA-3	Data acquisition software for tools mentioned in Table-I (Warrior 8)

## 2.0 SPECIFICATION OF REQUIRED TOOLS

All the down hole logging tools as mentioned below should be rated for minimum 100 MPA (14,500 PSI) pressure and 149 degC (300 degF) temperature. Temperature rating should be for a minimum of one-hour continuous exposure in the well bore. The tools and cable head should have thread size  $1\ 3/16$ " -  $12\ N$  - 2 ("GO" connection). All supplied tools must be corrosion resistant.

## 2.1 MULTI-FINGER IMAGING TOOL (MIT) OR EQUIVALENT

- a. MIT/MFC 24 fingers 01 no.
- b. MIT/MFC 40 fingers 01 no.

Minimum Technical Specification for both the tools:

- i The tool should be able to run on standard mono cable with Warrior 8 software.
- ii The tool should use digital telemetry to transmit data in real-time to surface computer.
- iii Multi-finger calliper tool (qty=01 no.) having minimum 24 fingers should be capable of operating through 2% inches tubing to accurately measure the inner pipe diameters of 2% inch tubing, 5½ inch casing and 7-inch casing.
- iv Multi-finger calliper tool (qty=01 no.) having 40 fingers to accurately measure the inner pipe diameters in 5-inch, 5½ inch, 7 inch and 9 5/8 inch casing.
- v The tools must have inclinometer to provide well deviation and sensor information to indicate high or low side of the well reference to measurement sensors.
- vi Bidder must offer following nos. of centralizers for 24 finger tool: Quantity – If the same centralizer is used for 2 7/8-inch tubing, 5 inch, 5.5 inch and 7 inch casing, then total quantity = 08 Nos.,

OR

Quantity – If different centralizers are used for covering different sizes of tubing/casing range (i.e. from 2 7/8 inch to 7 inch) then, 02 Nos. of each centralizers for each tubing/casing sizes need to be quoted.

vii Bidder must offer following nos. of centralizers for 40 finger tool
Quantity – If the same size of centralizer is used for 5.5 inch, 7 inch and 9 5/8 inch
casing, then total quantity= 08 Nos.

OR

Quantity – If different sizes of centralizers are used for covering the different sizes of casing range (i.e. from 5 inch to 9-5/8 inch) then, 02 Nos. of each centralizers for each tubing/casing sizes need to be quoted.

- viii One set of calibration equipment should be offered for each multi-finger calliper tool. If same calibration equipment is used for both the tools, only 1 set of calibration equipment need to be provided.
- ix Any other accessories required for the successful casing inspection operation should also be provided.

- x Suitable post processing and interpretation software with perpetual license for the data recorded by the offered tool should be quoted to generate 3D visualization of tubing/casing and to evaluate percentage of damage of tubing/casing etc.
- xi. The software must be of latest version and able to run on windows 10/11, if any base software needed to run the software need to be provided with perpetual license.

# 2.2 MULTI CASING THICKNESS DETECTOR (MTD/EPX/EmPulse) TOOL OR EQUIVALENT

MTD/EPX/EmPulse Tool - 01 no.

Minimum Technical Specification for both the tools:

- i The tool should be able to run on standard mono cable with Warrior 8 software.
- ii The tool should use digital telemetry to transmit data in real-time to surface computer.
- iii The supplied tool should be compatible with the provided MIT/MFC or equivalent tool and should be able to run in a single run.
- iv Tool should be capable to log through tubing of size 2 7/8-inch OD (ID: ~2.44 inch).
- v Tool should have capability of Electro Magnetic corrosion detection of multiple concentric pipes and provide thickness of individual pipes up to minimum three tubulars ranging from 2-7/8" to 13-3/8" or better.
- vi Tool should have capability to surveys/scan/identify variations in pipe metal thickness. It should be able to detect and quantify variations such as pitting and metal loss in 2-7/8" to 13-3/8" or more in tubing/casing (for individual pipes separately).
- vii It should be capable to evaluate minimum 13-3/8" as third tubular.
- viiiTool should be provided with navigation package (inclinometer) to correct for decentralization effect, pressure sensor and temperature sensor.
- ix Tool should be able to evaluate the thickness in any well-bore medium.
- x Pipe Thickness Accuracy: Single Barrier Case: 0.01 in. or better, Dual Barrier Case: 0.03 in. or better and Three Barrier Case: 0.06 in. or better.
- xi One set of calibration equipment if any required should be offered with the tool.
- xii Bidder must offer following nos. of centralizers if required for logging operation: Quantity – If the same centralizer is used for 2 7/8-inch tubing, 5.5 inch and 7 inch casing, then total quantity = 06 Nos.,

OR

- Quantity If different centralizers are used for covering different sizes of tubing/casing range (i.e. from 2 7/8 inch to 7 inch) then, 02 Nos. of each centralizers for each tubing/casing sizes need to be quoted.
- xiiiAny other accessories required for the successful casing inspection operation should also be provided.
- xiv Suitable post processing and interpretation software with perpetual license for the data recorded by the offered tool should be quoted to generate 3D visualization of tubing/casing along with the data recorded by multi-finger imaging tool or equivalent tool and to evaluate percentage of damage of tubing/casing etc.

xv The software must be of latest version and able to run on windows 10/11, if any base software needed to run the software need to be provided with perpetual license.

## 3.0 ACCESSORIES REQUIRED TO CARRY OUT RIG LESS OPERATION:

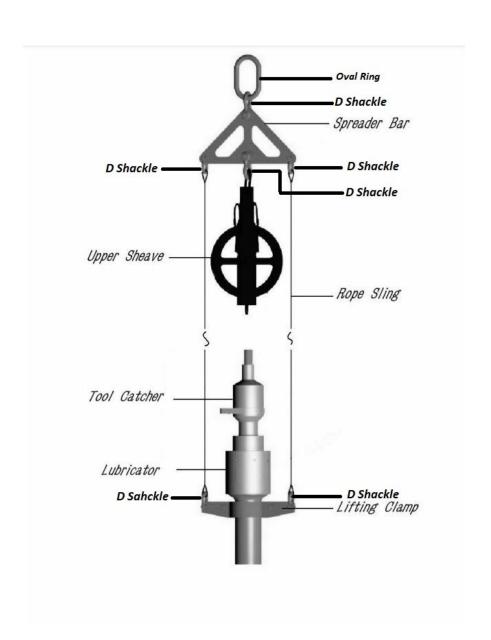
Quantity Required = 01 Set

The below mentioned accessories are required to carry out casing inspection logging operation using the supplied specialized tools without having to deploy Drilling/Workover rig.

Table - III

Sl No.	Description	Load Capacity	Quantity
1	Triangular Plate/Spreader Bar	2 Ton	1 No.
2	Oval Ring	10 Ton	1 No
3	3" Lubricator Assembly Lifting Clamp	2 Ton	1 No
4	Slings with both end ferrule secured hard eyes (15 ft Length)	2 Ton	2 No
5.	Required D Shackles	2 Ton	6 No

Note: All the accessories mentioned in the above table should be provided with load testing certificates. Sample pictures are given below for better understanding of the requirement.





#### 4.0 GAMMA RAY TOOL:

Quantity Required = 02 Nos

Gamma Ray tool is required to record natural gamma ray log for depth correlation. Gamma Ray tool quoted must be combinable with offered tools (MIT, MTD).

Tool O.D must be between 1.69" to 2.125"

Minimum pressure rating= 15000 psi for a minimum period of 1 hour

Minimum temperature rating= 350°F for a minimum period of 1 hour

Measurement range = 0 to 500 GAPI

Sensitivity: 1 count per API

The offered tool must be corrosion resistant.

## **5.0** CASING COLLAR LOCATOR:

Quantity Required = 02 Nos

Casing collar Locator (CCL) tool is to record casing collar log in Cased holes for determining collar positions. The CCL tool must be combinable with offered tools (MIT, MTD).

CCL tool must be able to log collars in the following casing sizes: i. 5 inch (15 ppf) ii. 5.5 inch (20ppf) iii. 7 inch (29ppf) iv. 9.625 inch (47ppf)

Tool O.D must be between 1.69" to 2.125"

Minimum pressure rating= 15000psi for a minimum period of 1 hour

Minimum temperature rating= 350°F for a minimum period of 1 hour

The offered tool must be corrosion resistant.

## **6.0** TELEMETRY TOOL:

Quantity Required = 02 Nos

The telemetry tool must be combinable and communicate with the offered tools (MIT, MTD).

Should facilitate bidirectional communication between surface system and subsurface logging tools.

The offered tool must be corrosion resistant.

Tool O.D must be between 1.69" to 2.125"

Minimum pressure rating= 15000psi for a minimum period of 1 hour

Minimum temperature rating= 350°F for a minimum period of 1 hour

The offered tool must be corrosion resistant.

## 7.0 OTHER SPECIFICATIONS AND REQUIREMENTS:

- i The top connection of the tool string should be 1-3/16 in UNF GO Type Box (Female).
- ii The supplier must supply necessary adapters, if any, for this purpose.
- iii All centralizers to be supplied must be metallic centralizers. Tools with rubber- body centralizers will not be accepted.
- iv The tool-string must be compatible to log with Warrior Cased Hole Logging System (Warrior version 8).
- v The logging system must be compatible to operate using Halliburton LOGIQ system to gather depth and tension data from winch operator panel provided by Benchmark (WSDP panel).
- vi Bidder should provide 1 no of Mobile workstation with requisite acquisition software (Warrior 8) with perpetual license along with digital recording system (necessary panels) for successful completion of operation using OIL's existing Halliburton LOGIQ system.
- vii Bidder should provide 1 no of Workstation installed with data processing and interpretation software having perpetual license for carrying out processing and interpretation of data acquired by the offered tools.

#### 8.0 SPECIAL NOTES:

- i All equipment must be new, unused, and freshly manufactured.
- ii **WARRANTY**: Materials to be supplied should be under warranty for a minimum period of 01 (one) year from the date of successful completion of commissioning of the entire equipment at site.
- iii Any item / sub item failing during the above-mentioned warranty period is to be replaced / repaired within 03 (three) months from the date of notification of such failure. The warranty of the repaired / replaced items shall be correspondingly extended by a period equal to that from the date of failure to the date of commissioning of the replaced/repaired item.
- iv To keep the equipment fully operational, all spares and accessories required during the warranty period is to be arranged at site by you or your authorized representatives, within 03 (three) months, at your cost (including Customs Clearance etc.).
- v Oil India Limited (OIL) reserves the right to inspect, test and wherever necessary, reject the goods after arrival of the goods at site, only if the said rejection is attributed to be the responsibility of the Bidder. It shall, in no way be limited or waived by reason of the goods being previously inspected, tested, and passed by OIL or its representatives prior to the goods shipment from the country of origin.

#### 9.0 OPERATIONAL AND MAINTENANCE ACCESSORIES, SPARES AND CONSUMABLES:

Table - IV

Tool	Finger Type	Quantity
Calliper/Finger used in MIT/MFC Through Tubing (24 Finger)	Normal	2 set
Calliper/Finger used in MIT/MFC Through Tubing (24 Finger)	Extended	2 set
Calliper/Finger used in MIT/MFC 40 Finger	Normal	2 set
Calliper/Finger used in MIT/MFC 40 Finger	Extended	2 set
Actuator for 24 finger MIT/MFC, along with the	NA	1 set
temperature coefficient		
Actuator for 40 finger MIT/MFC,	NA	1 set
along with the temperature coefficient		
Sensor set used in MTD or equivalent tool	NA	1 set
Bow spring used for sensor mounting in MTD or equivalent tool if any	NA	1 set
All PCBs including low and high volt power supply inside 24 finger MIT/MFC tool	NA	1 no. each
All PCBs including low and high volt power supply inside 40 finger MIT/MFC tool	NA	1 no. each

All PCBs including low and high volt power supply inside MTD tool	NA	1 no. each
All PCBs including low and high volt power supply inside CCL, GR, and telemetry tool	NA	2 nos. each
Post job servicing panel to open/close callipers/fingers of MIT/MFC tool	NA	1 no
Spare Arms/Rollers for each type of centralisers	NA	2 Set
Hand tool set required for maintenance/ servicing/assembly/disassembly of supplied tools	NA	1 set for each tool
Calibration set up for each tool	NA	1 set each
Jumper cable if any for testing and troubleshooting of supplied tools	NA	1 set each
All types of electrical pins used in the tools		50 Nos each
All types of connectors present in the tools		5 Nos each
All types of retainer ring/circlips used in the tools		20 Nos each
All types of O rings used in the supplied tools		15 Nos each
Servicing kits for 25 runs for each tool		1 set each
Basic kit for post job servicing of each tool		10 set each
Oil filling adapter kit for each tool if any		1 set each

#### 10.0 LOGGING ACQUISITION AND PROCESSING SYSTEM:

#### 10.1 LOGGING ACQUISITION SYSTEM AND ACCESSORIES

- i The bidder should provide one set of latest generation state of art digital recording system for recording of casing inspection data using offered logging tools.
- ii The Surface Logging System should be able to interface with the offered tools through the wireline cable to measure and record logs as specified above.
- iii All system assemblies/panels required for the logging should be quoted against the surface logging system.
- iv The portable surface acquisition unit must be capable of interfacing with monoconductor logging cable directly. It must be a field proven, latest version PORTABLE Logging System for logging.
- v The portable surface system should comprise of tool interface and power supply panel, a host computer.
- vi The host computer must be latest generation rugged Laptop computer system for Logging control, data acquisition, data record, playback, editing, calibrating & plotting purposes. The system should work on latest operating systems like Windows, UNIX, LINUX etc.

- vii The mobile workstation should have the required acquisition software (in this case WARRIOR 8) with perpetual license.
- viii The Surface Logging System should be able to interface with the offered tools through the wireline cable to measure and record logs.
- ix All system assemblies/panels required for the logging should be quoted against the surface logging system.
- x The surface logging system must be portable to carry it in separate boxes.
- xi In addition, the portable system should also be able to receive depth, line speed, tension, and other auxiliary information from existing depth data panels in OIL's units (Benchmark WSDP Panel present in Halliburton LOGIQ system).
- xii Change over from OIL's existing truck system to the Portable system must be easy and user-friendly.
- xiii The portable system should work with power source of 110V-120V 60Hz supply from truck power source alternator/diesel generator.

Specification of the mobile workstation which needs to be provided with the digital recording system:

i	Processor	Core i7 or Higher
ii	Operating System	Windows 10 or 11
iii	RAM	32 GB (minimum) or above
iv	Hard Disk	1 TB PCI SSD (minimum)
v	Display	Size minimum 16"
vi	CD/DVD writer.	1 Number (quantity)
vii	Ports	1xUSB 3.2 Gen 1, 1xUSB 3.2 Gen 2 (Always On), 1xUSB-C 3.2 Gen 2, 1xThunderbolt 4 / USB4 40Gbps, HDMI, Headphone / microphone combo jack (3.5mm)
viii	Bluetooth	Bluetooth 5.1
ix	External Portable USB Hard Drive SSD (min 2 TB)	1 No.
X	Wireless Mouse	1 No.

#### 10.2 LOG DATA PROCESSING SYSTEM AND ACCESSORIES

- The bidder should provide a workstation with required accessories installed with the requisite application software with perpetual license (1 each for the type of software package mentioned in **Table-II**) for processing and interpretation of data acquired by the supplied casing inspection tools.
- ii The provided software should have provision to visualise the processed data in 3D, prepare and generate necessary reports for effective decision making.
- iii The bidder should give an undertaking to update the processing and interpretation software as and when updates are available for a period of 10 years from the date of commissioning of the unit at no cost to OIL.
- iv Bidder should provide, Continuous Printers (01 nos.) capable of printing high resolution colour logs and other computed results and required Consumables like Paper, ink cartridges/toner etc. sufficient for 50 data processing jobs of 500 meters interval each.

#### Specification of the workstation

i	Processor	Core i7 or Higher
ii	Operating System	Windows 10 or 11
iii	RAM	32 GB (minimum) or above
iv	Hard Disk	1 TB PCI SSD (minimum)
v	Display	No. of Monitors: 2 Display Size: 19"
vi	Power	The system should run on 220 volts AC / 50 Hz power source.
vii	CD/DVD writer.	1 Number (quantity)
viii	Ports/ Connectivity	1xUSB 3.2 Gen 1, 1xUSB 3.2 Gen 2 (Always On), 1xUSB-C 3.2 Gen 2, 1xThunderbolt 4 / USB4 40Gbps, HDMI, Headphone / microphone combo jack (3.5mm)/Type of Ethernet Ports Dual Gigabit NIC 10/100/1000 Number of Ethernet Ports 2/Number of DP Ports 4

	External Portable		
ix	USB Hard Drive	1 No.	
	SSD (min 1 TB)		
37	Wireless Keyboard	1 Cot	
X	and Mouse	1 Set.	

#### 11.0 LOG DATA ACQUISITION SOFTWARE:

- i The data acquisition software must be latest version "WARRIOR" based. The system software should be based on latest version of windows-based operating system. Perpetual license for supplied software should be provided.
- ii Software must be in English language.
- iii Detailed help with the complete system should be available.
- iv The software must be capable of performing well completion and cased hole logging operations.
- v The System must be able to export/import log data into API standard LAS, LIS, and ASCII format.
- vi Oil India Limited's logo must be incorporated in all outputs.
- vii The system software must include real time depth correction capability during logging.
- viii The system software must display real-time corrected depth and line tension.
- ix Utilities like splice, merge and edit of logs to be provided.
- x It should be capable of logging both in meters and feet.
- xi Virus protection Software must be provided in the system with backup in CD/DVD/Portable Drive.
- xii Microsoft office professional version (complete package) should be installed in the system with perpetual license.
- xiii A complete image of the system must be provided in CD/DVD/Portable Drive.
- xiv The bidder should give an undertaking to update the software as and when updates are available for a period of 10 years from the date of commissioning of the unit at no cost to OIL.
- xv Installer files of all software used in the system must be provided on CD / DVD's/ USB as back up.

- xvi If any Lab Test and Diagnostic software is there, for the surface system and downhole tools, must be provided.
- xvii Details of the software with price break up need to be provided.

#### 12.0 TECHNICAL MANUALS AND DOCUMENTATION:

Following documents shall be submitted along with the bid for bid evaluation:

In addition to those mentioned in the NIT, the Technical Bid must include the following:

- (a) Technical leaflets, literatures with detailed specifications, Make & Model of the offered tools.
- (b) Block Diagram of the portable surface Logging System containing all panels.
- (c) Interconnection Diagram of the proposed portable surface logging system

  Following documents shall be submitted along with the supply of the offered tool and equipment:
- (a) One set of Training Notes / Study Guides with respect to the offered logging tools, surface system, log data acquisition and processing system in hard bound volumes.
- (b) One set each of Operations and Maintenance Manuals covering all Mechanical, Electrical, Electronic systems and sub-systems, Schematics of all the systems and sub-systems of the tool in properly bound volumes.
- (c) Soft copies of all the above documents in CD / DVD/ USB.

#### 13.0 RECOMMENDED SPARE LIST:

The bidder is required to submit a list of all the recommended spares (electronic, electrical, mechanical etc.), accessories and consumables. This recommended spare parts list should contain Description, part Number and quantity of each item. The quantity of items recommended must be sufficient to cater 50 numbers of casing inspection operation and maintenance. This is required for OIL's future reference / procurement only and will not be considered for bid evaluation.

#### 14.0 STANDARD PRICE LIST:

Bidders are also required to submit a standard price list of the entire items used in the offered tools and surface systems. The price list must include all electronic, electrical, mechanical items, accessories and consumables, Sub-assemblies, surface electronic system and downhole tool. The price list should contain description, part number and unit price of each item and must be valid for a minimum period of two years from the date of successful commissioning of the equipment.

- **15.0** The Bidder must submit a written commitment that the spares and consumables shall be supplied made available against Purchase Orders on chargeable basis to OIL for a period of 10 years from the date of closing of the bids as and when required.
- **16.0** Perishable consumables like Paper, Films etc. items are to be Air-freighted upto Kolkata, India, and the bidder should quote accordingly.
- **17.0** The bidder must confirm in writing along with their bid that they possess all standard testing & calibration facilities at their manufacturing Base / Testing centre, including pressure / temperature testing etc., for all the tools offered by them against this tender.
- **18.0** The bidder or its OEM should also have proper R & D facilities for development and upgradation of their equipment.
- **19.0** All offered equipment must be of new, unused and of fresh manufacture. Firm commitment is to be made by the bidder in the bid for supply of brand-new equipment.
- **20.0** Offers must include all items/accessories for the quoted tools for straightaway commissioning of the tools. In case the items/accessories found missing and not quoted, the same should be provided free of cost to OIL.
- 21.0 The bidder must quote as per the tender requirement only and provide FULL INFORMATION wherever applicable in the bid. Bidders' response to each clause of the NIT must be submitted in a tabular format as shown in Annexure I and Annexure II with appropriate reference to the main quote. After opening of the bids, in case any technical clarification is required on any bid, OIL will seek clarification from that bidder and the bidder will have to reply/clarify with complete details within the specified time mentioned by OIL. If not complied, that bid will not be considered for evaluation.

The bidder must provide all the price information related to the bid as per **ANNEXURE – III**.

#### 22.0 Past Performance

At the time of technical evaluation of the offers, past performance of similar equipments supplied by the bidder as well as after-sales service, supply of spares etc. in respect of such equipment by the concerned bidder will be considered. If the same are not found to be satisfactory as already communicated to the bidder, the offer may be considered as unacceptable and rejected.

**23.0** Bid evaluation will be done only for those bids which offer full quantities of goods as mentioned in this tender.

### **SECTION - II**

#### TRAINING & INSPECTION

#### 1.0 TRAINING

Immediately after placement of the Purchase Order, the successful bidder should communicate the proposed training schedule to OIL for the Field Engineers, Maintenance Engineers, and Interpretation Engineers at least 04 (four) months in advance for each training program. OIL will confirm acceptance of the schedule of training at least one month in advance for each program. The engineer's training program must be completed within 9 months of the issuance of LOI.

- 9.1 The bidder will have to provide training for 02 (Two) Field Engineers, 02 (Two) Maintenance Engineers and 02 (Two) Interpretation Engineers at their training school which is equipped with Test Well and all other requisite facilities. Interpretation Engineers Training on data processing software is to be provided for all the supplied tools, wherever it is required. The training charges, if any, should be quoted separately which shall be considered for evaluation of the bid. However, passage and living expenses, including accommodation charges of OIL Engineers nominated for the training courses will be borne by OIL.
  - Logging Operation Engineers Training: This should include detailed aspects of operation of tools procured and basic equipment trouble shooting at the Base & Fields in addition to the regular curriculum for Field Engineers' Training Course at the suppliers' Training School. Duration of the training period, locations of

training and pre-requisites of the trainees, if any, should be specified in the bid documents.

- ii <u>Logging Maintenance Engineers Training</u>: This should include detailed theoretical and practical training on the Down hole tools to be supplied in addition to the scheduled regular Maintenance Engineers' Training course at the Suppliers' Training School. Duration of the training period, location, and pre-requisites of the trainees, if any, should be specified in the bid documents.
- Logging Processing and Interpretation Training: This should include detailed theoretical and practical training on the processing and interpretation of data acquired by the supplied Down hole tools at the Suppliers' Training School. It should also include hands on training on the provided data processing and interpretation software. Duration of the training period, location, and prerequisites of the trainees, if any, should be specified in the bid documents.

#### 2.0 INSPECTION & ACCEPTANCE:

After finalizing the tentative readiness of the equipment, the successful bidder should communicate the proposed inspection schedule to OIL, with the confirmed date for inspection, at least three months in advance. OIL, in turn, will confirm the scheduled date of visit of its personnel one month in advance to the successful bidder. The inspection will be done at the supplier's premises by a team of executives from OIL as mentioned below.

The pre-shipment inspection of the equipment shall be carried out at the supplier's premises by a team of executives from OIL as mentioned below.

The supplier shall facilitate pre-dispatch inspection of the logging tools at their Plant/Works for a minimum period of 01 (One) weeks by 2 (two) Logging Engineers from OIL.

Passage and living expenses, including accommodation charges of OIL Executives nominated to carry out the inspection work will be borne by OIL. The period of inspection and acceptance process may accordingly be specified by the bidders in the bid documents.

The inspection cum acceptance process will include the following minimum tasks/ steps:

Physical verification of all the items as per the Purchase Order with emphasis on items of cost more than US \$ 1500 per item.

Functional testing of the logging system, logging tools and accessories.

Verification of all records of Pressure, Temperature, Shock and Vibration testing carried out after manufacture of the logging tools as applicable.

Checking of Export Invoices and discussing necessary modalities for safe transportation of the goods.

Technical discussions on any deviations from the Purchase order and provide feedback to OIL with technical justifications for approval of the order amendment by the competent authority.

Inspection of Training Manuals and other Engineering Documents.

The Inspection and Acceptance report would be prepared jointly and signed by representatives of both the parties at the end of the inspection process.

The supplier shall confirm in writing compliance of all the points raised in the minutes of inspection as well as any other subsequent additions / changes, following deliberations with the Inspectors after arrival at Jodhpur, Rajasthan.

After completion of the inspection, the supplier will initiate the process of dispatching of the unit only after receipt of OIL's dispatch advice.

#### **SECTION - III**

#### **INSTALLATION AND COMMISSIONING**

- 1.0 Installation and commissioning includes commissioning and testing of all the supplied downhole logging tools in OIL's well and testing of all other goods supplied. The bidder will have to depute commissioning engineers to OIL, Jodhpur having good communication capability in English and with minimum of five years' experience in operations and maintenance of wireline logging and downhole tools, for field commissioning of the entire equipment. The bidders must quote for lump sum commissioning charges which should include to and fro airfare of their personnel. The commissioning charges quoted will be considered for bid evaluation.
  - 1.1 Supplier shall have to bear all expenses related to Train/Air/Sea travel, local transportation expenses, transit insurance and boarding and lodging expenses etc., for their personnel deployed during commissioning.
  - 1.2 Immediately after receipt of all the materials by OIL at Jodhpur, a written advice will be issued to the supplier asking them to commence installation and commissioning, which must be promptly acknowledged by the supplier.
  - 1.3 Commissioning of the downhole tools and other accessories is to be completed within 01 (One) month from the date of receipt of such an advice from OIL (this period excludes the waiting time for well readiness).
    - OIL will make sure that wells are made available for testing the tools within the given period.
  - 1.4 Supply of short-shipped and warranty replacement items is to be arranged, including Customs Clearance etc. by the suppliers or their authorized representatives at their cost within 01 (One) month from the date of completion of commissioning of the entire equipment.
  - 1.5 In addition to all other installation and commissioning jobs, all the downhole tools will be tested in OIL's oil/gas wells by carrying out actual logging operations. Each

downhole tools must perform at least 02 nos. of successful logging operations in two different wells. Each of these logging jobs will have to be carried out in a well-depth of 3000 meters (approx.) or more as required by OIL.

#### 2.0 LIQUIDATED DAMAGE:

Liquidated Damage will be levied for any failure on the part of the supplier in completion of installation and commissioning @ 0.5% per full week or part thereof to a maximum of 10% of the value of the installation and commissioning. Moreover, if the successful bidder fails to commission the entire equipment within 01 (one) year from the date of intimation from OIL after arrival of the equipment at Jodhpur, OIL will invoke performance security.

#### 3.0 WARRANTY:

- 3.1 Oil India Limited (OIL) reserves the right to inspect, test and wherever necessary, reject the goods after arrival of the goods at site, only if the said rejection is attributed to be the responsibility of the Bidder. It shall, in no way be limited or waived by reason of the goods being previously inspected, tested, and passed by OIL or its representatives prior to the goods shipment from the country of origin.
- 3.2 Materials supplied as per the Purchase Order should be under warranty by the suppliers for a minimum period of 01 (one) year from the date of successful completion of installation and commissioning of the entire equipment at site. Any item / sub item failed during the above-mentioned warranty period is to be replaced / repaired within 03 (three) months from the date of notification of such failure. The warranty of the repaired / replaced items shall be correspondingly extended by a period equal to that from the date of failure to the date of commissioning of the replaced/repaired item. To keep the equipment fully operational, all spares and accessories required during the warranty period is to be arranged at site by the suppliers or their authorized representatives, within 03 (three) months, at their cost (including Customs Clearance etc.)

#### 4.0 DELIVERY

- i. Delivery required against this tender is maximum 6 (Six) months from the date of opening of LC in case order is placed on the foreign supplier OR within 6 (Six) months from the date of receipt of order in case order is placed on indigenous supplier. Date of clean Bill of Lading (B/L in case of foreign supplier) or Consignment Note date (C/Note date in case of foreign supplier) shall be considered as delivery date.
- ii. Bidder must comply the above schedule and confirm in their Techno-Commercial bid. Bids not meeting time schedule as mentioned in the tender shall be summarily rejected.
- iii. In the event of the Seller's default in maintaining the quoted delivery schedule, seller shall be liable to pay liquidated damages @ 0.5% per week or part thereof of the material value of the order subject to a maximum of 7.5%. Liquidated damages

- amount, if any, shall be adjusted/deducted while processing the balance payment which is payable after commissioning.
- iv. No preference / benefit / weightage shall be given for shorter delivery.
- v. The amount of liquidated damages as agreed above by the parties is a genuine Pre-estimated loss to Company (OIL) and shall be applicable/ deducted without any demur and shall not be open for any dispute whatsoever.
- 5.0 The Bidder must confirm in its bid that it would carry out installation and commissioning of the offered tools at Jodhpur, Rajasthan (India) as per clause 1.0 of Section-III of this tender document. Any bidder not offering for Installation and Commissioning of all the systems/equipment shall be treated as non-responsive. The bidder must confirm compliance on this point in its bid.

### **TECHNICAL SPECIFICATION**

### ANNEXURE - I

**TECHNICAL SPECIFICATIONS:** The technical specifications of the tools required as per **Table-1** are given below.

OIL's Service Code: CH-1	Through Tubing Simultaneous Multiple Tubular Thickness  Detector Tool (MTD/EPX/EmPulse or Equivalent)	Bidder's Code:	
OIL's Required Specifications		Bidder's Specification	Compliance/ Non-compliance
MEASUREMENTS:	<ul> <li>i) It should simultaneously inspect integrity of tubing and the casings behind it.</li> <li>ii) Capable of evaluating quantitative thickness measurements of three concentric pipes.</li> <li>iii) Measuring corrosion in the casing in the presence of the production tubing or evaluation of corrosion of concentric casing barriers</li> <li>iv) Detection of corrosion and damage of pipe strings.</li> <li>v) Detection of the horizontal and vertical crack, fracture, and deformation of pipe string.</li> <li>vi) Thick casing evaluation.</li> <li>vii) Evaluates corrosion of second and third tubular without pulling out tubing.</li> </ul>		
MEASUREMENT MODE:	Real Time		
TOOL DIAMETER:	1.69" (OD)		
TEMPERATURE RATING:	300° F minimum.		
PRESSURE RATING:	14500 psi minimum		
PIPE SIZE RANGE:	2.362 in - 18.625 in		

THICKNESS ASSURACY	i) First pipe measurement: 0.02 in. or $\pm$ 3.5% of the thickness of pipe. ii) Second pipe measurement: 0.028 in. or $\pm$ 6% of the thickness of	
THICKNESS ACCURACY:	pipe.	
	iii) Third pipe measurement: 0.15 times the barrier thickness or better	
	iv) Fourth pipe measurement: 0.20 times the barrier thickness or better	

OIL's Service Code: CH-2	MIT/MFC Through Tubing (24 Fi	nger)	Bidder's Code:	
OIL's Required Specifications		Bidder's Specification	Compliance/ Non-compliance	
MEASUREMENTS:	<ul> <li>i) Detect and Quantify scale build up, pitting and corrosion</li> <li>ii) Accurate location of holes or anomalies.</li> <li>iii) Detects axially oriented metal loss, such as drill pipe or rod wear.</li> <li>iv) High-resolution detail on the condition of downhole tubulars         <ul> <li>a) Improves remedial action efforts by accurately determining the wear profile</li> <li>b) 3D data analysis</li> <li>c) Statistical analysis</li> </ul> </li> </ul>			
MEASUREMENT MODE:	Real Time			
TOOL DIAMETER:	1.69" (OD)			
TEMPERATURE RATING:	300° F minimum.			
PRESSURE RATING:	14500 psi minimum			
PIPE SIZE RANGE:	1.75 to 4.5 in (Standard) 1.75 to 7 in (Extended)			
Accuracy, radial	±0.02 in. (0.508 mm) ±0.02 in. (0.508 mm)			
Resolution, radial	0.002 in. (0.051 mm)	0.003 in. (0.076 mm)		

OIL's Service Code: CH-3	MIT/MFC 40 Finger		Bidder's Code:	
OIL's Required Specifications	OIL's Required Specifications		Bidder's Specification	Compliance/ Non-compliance
MEASUREMENTS:	<ul> <li>i) Quantification of scale build up and corrosion</li> <li>ii) Accurate location of holes or anomalies.</li> <li>iii) Detects axially oriented metal loss, such as drill pipe or rod wear.</li> <li>iv) High-resolution detail on the condition of downhole tubulars         <ul> <li>a) Improves remedial action efforts by accurately determining the wear profile</li> <li>b) 3D data analysis</li> <li>c) Statistical analysis</li> </ul> </li> </ul>			
MEASUREMENT MODE:	Real Time			
TOOL DIAMETER:	2.75" (OD)			
TEMPERATURE RATING:	300° F minimum.			
PRESSURE RATING:	14500 psi minimum			
PIPE SIZE RANGE:	2.75 to 7.0 in (Standard) 2.75 to 10.0 in (Extended)			
Accuracy, radial	±0.02 in. (0.51 mm) ±0.025 in. (0.64 mm)			
Resolution, radial	0.0015 in. (0.04 mm)	0.0022 in. (0.06 mm)		

OIL's Service Code: CH-4	Service Code: CH-4 ACCESSORIES REQUIRED TO CARRY OUT RIG LESS OPERATION		Bidder's Code:	
OIL's Required Specifications		Bidder's Specification	Compliance/ Non-compliance	
DESCR	IPTION	LOAD CAPACITY		
TRIANGULAR PLATE/SPREADER BA	AR	2 TON		
OVAL RING		10 TON		
3 ½" LUBRICATOR ASSEMBLY LIFT	ING CLAMP	2 TON		
SLINGS WITH BOTH END FERRU Length)	LE SECURED HARD EYES (15 ft	2 TON		
REQUIRED D SHACKLES		2 TON		

## **Checklist For Procurement Of**

MIT/MFC or Equivalent AND MTD/EPX/Em Pulse or Equivalent
Logging tools with related accessories for tubing/casing health checkup without deployment of Rig Including Supply, Installation,
Commissioning And Training

## **CHECKLIST**

## **TECHNICAL SPECIFICATION**

## <u>ANNEXURE – I</u>

**TECHNICAL SPECIFICATIONS:** The technical specifications of the tools required as per **Table-1** are given below.

OIL's Service Code: CH-1	Through Tubing Simultaneous Multiple Tubular Thickness  Detector Tool (MTD/EPX/EmPulse or Equivalent)	Bidder's Code:	
OIL's Required Specifications		Bidder's Specification	Compliance/ Non-compliance
MEASUREMENTS:	<ul> <li>i) It should simultaneously inspect integrity of tubing and the casings behind it.</li> <li>ii) Capable of evaluating quantitative thickness measurements of three concentric pipes.</li> <li>iii) Measuring corrosion in the casing in the presence of the production tubing or evaluation of corrosion of concentric casing barriers</li> <li>iv) Detection of corrosion and damage of pipe strings.</li> <li>v) Detection of the horizontal and vertical crack, fracture, and deformation of pipe string.</li> <li>vi) Thick casing evaluation.</li> <li>vii) Evaluates corrosion of second and third tubular without pulling out tubing.</li> </ul>		
MEASUREMENT MODE:	Real Time		
TOOL DIAMETER:	1.69" (OD)		
TEMPERATURE RATING:	300° F minimum.		
PRESSURE RATING:	14500 psi minimum		
PIPE SIZE RANGE:	2.362 in - 18.625 in		
THICKNESS ACCURACY:	<ul> <li>i) First pipe measurement: 0.02 in. or ± 3.5% of the thickness of pipe.</li> <li>ii) Second pipe measurement: 0.028 in. or ± 6% of the thickness of pipe.</li> <li>iii) Third pipe measurement: 0.15 times the barrier thickness or better</li> <li>iv) Fourth pipe measurement: 0.20 times the barrier thickness or better</li> </ul>		

OIL's Service Code: CH-2	MIT/MFC Through Tubing (24	Finger)	Bidder's Code:	
OIL's Required Specifications		Bidder's Specification	Compliance/ Non-compliance	
MEASUREMENTS:	<ul> <li>i) Detect and Quantify scale build up, pitting and corrosion</li> <li>ii) Accurate location of holes or anomalies.</li> <li>iii) Detects axially oriented metal loss, such as drill pipe or rod wear.</li> <li>iv) High-resolution detail on the condition of downhole tubulars         <ul> <li>a) Improves remedial action efforts by accurately determining the wear profile</li> <li>b) 3D data analysis</li> <li>c) Statistical analysis</li> </ul> </li> </ul>			
MEASUREMENT MODE:	Real Time			
TOOL DIAMETER:	1.69" (OD)			
TEMPERATURE RATING:	300° F minimum.			
PRESSURE RATING:	14500 psi minimum			
PIPE SIZE RANGE:	1.75 to 4.5 in (Standard) 1.75 to 7 in (Extended)			
Accuracy, radial	±0.02 in. (0.508 mm)	±0.02 in. (0.508 mm)		
Resolution, radial	0.002 in. (0.051 mm)	0.003 in. (0.076 mm)		

OIL's Service Code: CH-3	MIT/MFC 40 Finger		Bidder's Code:	
OIL's Required Specifications			Bidder's Specification	Compliance/ Non-compliance
MEASUREMENTS:	iv) High-resolution detail on the			
MEASUREMENT MODE:	Real Time			
TOOL DIAMETER:	2.75" (OD)			
TEMPERATURE RATING:	300° F minimum.			
PRESSURE RATING:	14500 psi minimum			
PIPE SIZE RANGE:	2.75 to 7.0 in (Standard)	2.75 to 10.0 in (Extended)		
Accuracy, radial	±0.02 in. (0.51 mm)	±0.025 in. (0.64 mm)		
Resolution, radial	0.0015 in. (0.04 mm)	0.0022 in. (0.06 mm)		

OIL's Service Code: CH-4	Bidder's Code:			
OIL's Required Specifications		Bidder's Specification	Compliance/ Non-compliance	
DESCI	RIPTION	LOAD CAPACITY		
TRIANGULAR PLATE/SPREADER BAR		2 TON		
OVAL RING		10 TON		
LUBRICATOR ASSEMBLY LIFTING	CLAMP	2 TON		
SLINGS WITH BOTH END FERRULE SECURED HARD EYES		2 TON		
REQUIRED D SHACKLES		2 TON		

## <u>ANNEXURE – II</u>

SI. No.	OIL NIT Clause No.	OIL NIT Clause Description	Bidder's Response	Any Deviation from NIT Clause (Yes/No)	Reason for Deviation
1	2.0	All the down hole logging tools as mentioned below should be rated for minimum 100 MPA (14,500 PSI) pressure and 149 degC (300 degF) temperature. Temperature rating should be for a minimum of one-hour continuous exposure in the well bore. The tools and cable head should have thread size 1 3/16" - 12 N - 2 ("GO" connection). All supplied tools must be corrosion resistant.			
2	2.1.i	The tool should be able to run on standard mono cable with Warrior 8 software.			
3	2.1.ii	The tool should use digital telemetry to transmit data in real-time to surface computer.			
4	2.1.iii	Multi-finger calliper tool (qty=01 no.) having minimum 24 fingers should be capable of operating through $2\%$ inches tubing to accurately measure the inner pipe diameters of $2\%$ inch tubing, $5\%$ inch casing and 7-inch casing.			
5	2.1.iv	Multi-finger calliper tool (qty=01 no.) having 40 fingers to accurately measure the inner pipe diameters in 5-inch, $5\frac{1}{2}$ inch, 7 inch and 9 5/8 inch casing			
6	2.1.v	The tools must have inclinometer to provide well deviation and			

		sensor information to indicate high or low side of the well reference to measurement sensors.		
7	2.1.viii	One set of calibration equipment should be offered for each multi-finger calliper tool. If same calibration equipment is used for both the tools, only 1 set of calibration equipment need to be provided.		
8	2.1.ix	Any other accessories required for the successful casing inspection operation should also be provided.		
9	2.1.x	Suitable post processing and interpretation software with perpetual license for the data recorded by the offered tool should be quoted to generate 3D visualization of tubing/casing and to evaluate percentage of damage of tubing/casing etc.		
10	2.1.xi	The software must be of latest version and able to run on windows 10/11, if any base software needed to run the software need to be provided with perpetual license.		
11	2.2.i	The tool should be able to run on standard mono cable with Warrior 8 software.		
12	2.2.ii	The tool should use digital telemetry to transmit data in real-time to surface computer.		
13	2.2.iii	The supplied tool should be compatible with the provided MIT/MFC or equivalent tool and should be able to run in a		

		single run.	
14	2.2.iv	Tool should be capable to log through tubing of size 2 7/8-inch OD (ID: ~2.44 inch).	
15	2.2.v	Tool should have capability of Electro Magnetic corrosion detection of multiple concentric pipes and provide thickness of individual pipes up to minimum three tubulars ranging from 2-7/8" to 13-3/8" or better.	
16	2.2.vi	Tool should have capability to surveys/scan/identify variations in pipe metal thickness. It should be able to detect and quantify variations such as pitting and metal loss in 2-7/8" to 13-3/8" or more in tubing/casing (for individual pipes separately).	
17	2.2.vii	It should be capable to evaluate minimum 13-3/8" as third tubular.	
18	2.2.viii	Tool should be provided with navigation package (inclinometer) to correct for decentralization effect, pressure sensor and temperature sensor.	
19	2.2.ix	Tool should be able to evaluate the thickness in any well-	

		bore medium.		
20	2.2.x	Pipe Thickness Accuracy: Single Barrier Case: 0.01 in. or better, Dual Barrier Case: 0.03 in. or better and Three Barrier Case: 0.06 in. or better.		
21	2.2.xi	One set of calibration equipment if any required should be offered with the tool.		
22	2.2.xiii	Any other accessories required for the successful casing inspection operation should also be provided.		
23	2.2.xiv	Suitable post processing and interpretation software with perpetual license for the data recorded by the offered tool should be quoted to generate 3D visualization of tubing/casing along with the data recorded by multifinger imaging tool or equivalent tool and to evaluate percentage of damage of tubing/casing etc.		
24	2.2.xv	The software must be of latest version and able to run on windows 10/11, if any base software needed to run the software need to be provided with perpetual license.		
25	3.0	All the accessories required to carry out rig less operation should be provided according to the specifications mentioned in Table – III. Suitable diagrams is provided for your easy reference.		

26	4.0	Gamma Ray tool is required to record natural gamma ray log for depth correlation. Gamma Ray tool quoted must be combinable with offered tools (MIT, MTD).  Tool O.D must be between 1.69" to 2.125"  Minimum pressure rating= 15000 psi for a minimum period of 1 hour  Minimum temperature rating= 350°F for a minimum period of 1 hour  Measurement range = 0 to 500 GAPI  Sensitivity: 1 count per API  The offered tool must be corrosion resistant.
27	5.0	Casing collar Locator (CCL) tool is to record casing collar log in Cased holes for determining collar positions. The CCL tool must be combinable with offered tools (MIT, MTD).  CCL tool must be able to log collars in the following casing sizes: i. 5 inch (15 ppf) ii. 5.5 inch (20ppf) iii. 7 inch (29ppf) iv. 9.625 inch (47ppf)  Tool O.D must be between 1.69" to 2.125"  Minimum pressure rating= 15000psi for a minimum period of 1 hour  Minimum temperature rating= 350°F for a minimum period of 1 hour

		The offered tool must be corrosion resistant.		
28	6.0	The telemetry tool must be combinable and communicate with the offered tools (MIT, MTD).  Should facilitate bidirectional communication between surface system and subsurface logging tools.  The offered tool must be corrosion resistant.  Tool O.D must be between 1.69" to 2.125"  Minimum pressure rating= 15000psi for a minimum period of 1 hour  Minimum temperature rating= 350°F for a minimum period of 1 hour  The offered tool must be corrosion resistant.		
29	7.0.i	The top connection of the tool string should be 1-3/16 in UNF GO Type Box (Female).		
30	7.0.iii	All centralizers to be supplied must be metallic centralizers. Tools with rubber- body centralizers will not be accepted.		
31	7.0.iv	The tool-string must be compatible to log with Warrior Cased Hole Logging System (Warrior version 8).		

32	7.0.v	The logging system must be compatible to operate using Halliburton LOGIQ system to gather depth and tension data from winch operator panel provided by Benchmark (WSDP panel).		
33	9.0	Bidder should quote all the Operational and maintenance accessories, spares and consumables listed in clause.		
34	10.1	Bidder should provide a logging acquisition system and related accessories as per specifications mentioned in the clause.		
35	10.2	Bidder should provide a logging data processing system and related accessories as per specifications mentioned in the clause.		
36	11.0	Bidder should provide log data acquisition software as per specification mentioned in the clause.		
37	12.0	Bidder should provide all the necessary technical manuals and documents related to casing inspection tools, data acquisition and processing software as per the clause.		
38	13.0	Bidder should provide recommended spare list as per the clause.		
39	14.0	Bidder should provide standard price list as per the clause.		
40	15.0	The Bidder must submit a written commitment that the spares and consumables shall be supplied made available against Purchase Orders on chargeable basis to OIL for a period of 10 years from the date of closing of the bids as and when required.		

41	16.0	Perishable consumables like Paper, Films etc. items are to be Air-freighted upto Kolkata, India, and the bidder should quote accordingly.		
42	17.0	The bidder must confirm in writing along with their bid that they possess all standard testing & calibration facilities at their manufacturing Base / Testing centre, including pressure / temperature testing etc., for all the tools offered by them against this tender.		
43	18.0	The bidder or its OEM should also have proper R & D facilities for development and upgradation of their equipment.		
44	19.0	All offered equipment must be of new, unused and of fresh manufacture. Firm commitment is to be made by the bidder in the bid for supply of brand-new equipment.		
45	20.0	Offers must include all items/accessories for the quoted tools for straightaway commissioning of the tools. In case the items/accessories found missing and not quoted, the same should be provided free of cost to OIL.		

#### PROFORMA-B: PRICE BID FORMAT

#### TENDER NO: GEM/2023/B/4052367

MIT/MFC or Equivalent AND MTD/EPX/Em Pulse or Equivalent Logging tools with related accessories for tubing/casing health check-up without deployment of Rig Including Supply, Installation, Commissioning And Training

Si. No	Туре	Item Description	Quantity	UoM	Unit Price (INR)	Total price (INR)
1	Downhole Tools	MIT/MFC Through Tubing (24 Finger)	1	No		0.00
2	Downhole Tools	MIT/MFC 40 Finger	1	No		0.00
3	Downhole Tools	Through Tubing Simultaneous Multiple Tubular Thickness Detector Tool (MTD/EPX/EmPulse or Equivalent)	1	No		0.00
4	Downhole Tools	GR Tool as per technical specification mentioned in the document	2	No		0.00
5	Downhole Tools	CCL Tool as per technical specification mentioned in the document	2	No		0.00
6	Downhole Tools	Telemetry Tool as per technical specification mentioned in the document	2	No		0.00
7	Spares (PCB)	Set of PCB's used in MIT/MFC Through Tubing (24 Finger) as mentioned in the document	1	Set		0.00
8	Spares (PCB)	Set of PCB's used in MIT/MFC 40 Finger as mentioned in the document	1	Set		0.00
9	Spares (PCB)	Set of PCB's used in Through Tubing Simultaneous Multiple Tubular Thickness Detector Tool (MTD/EPX/EmPulse or Equivalent) as mentioned in the document	1	Set		0.00
10	Spares (PCB)	Set of PCB's used in GR, CCL and Telemetry Tool	1	Set		0.00
11	Operational Spares	Spares related to logging operation accessories (like centralisers), service kit, Spares like fingers, oil adapter kit etc. as mentioned in clause 9.0 and other operational spares and accessories as mentioned in the document. Also quote any other accessory other than those mentioned in the document and is prerequisite to carry out a successfull casing inspection job.	1	LSM		0.00
10	Operational	Roller Centralizers as mention in the document	16	No		0.00
12	Accessories	Calibration set up as mentioned in the document	1	Set		0.00
13	Rig Up Items	Rig Up Items Required For Rigless Operation as mentioned in the document	1	Set		0.00
		Mobile Workstation as per specification mentioned in the document	1	No		0.00
14	Digital Recording System	Acquisition Software (Warrior 8) with perpetual license installed in Mobile Workstation installed as mentioned in the document	1	No		0.00
		External Panels required if any for tool power and telemetry having compatibility to get depth, line speed and tention data from OIL's existing Halliburton LOGIQ cased hole system	1	Set		0.00
		Data processing and Interpretation Software with perpetual License for processing of MIT/MFC data as mentioned in the document	1	No		0.00
15	Data Processing and Interpretation System	Data processing and Interpretation Software with perpetual License for processing of Through Tubing Simultaneous Multiple Tubular Thickness Detector Tool data as mentioned in the document	1	No		0.00
		Data processing and Interpretation System with necessary accessories as mentioned in the document	1	Set		0.00
16	Training	Operation Training for 2 engineers	1	No		0.00
17	Training	Maintenance Training 2 engineers	1	No		0.00
18	Training	Processing and Interpretation Training for 2 engineers	1	No		0.00

1	19	Commisioning	Installation and Commisioning Charges at OIL's Base in TVC, Jaisalmer, Rajasthan	1	EA		0.00	
	GRAND TOTAL EXCLUSIVE OF GST							
	GST @ 12%					0		
	GRAND TOTAL INCLUSIVE OF GST							

VALUE TO BE FURNISHED AS "OFFER PRICE" ON GEM PORTAL

VALUE FOR L1 EVALUATION

#### SPECIAL NOTE: ALL ITEMS TO BE PROCURED FROM SAME SOURCE.

#### NOTE:

- 1. Bidders to quote FOR destination price for all materials including packing/forwarding charges, inland frieght & transit insurance. All applicable taxes and duties except GST shall also be included in the price.
- 2. Bidders to quote for all the line items in the price bid format. However, if no charge is involved for any of the work, 'NIL' should be mentioned against such part of work. In case the bidder does not quote for a particular line item, the rate for the same shall be considered as "NIL" and contract shall be awarded accordingly.
- 3. The quantities indicated above are tentative requirement and considered for evaluation purpose of bids/estimation of total contract value only. Payment shall, however, be made at actual use against which the units rates have been asked for. No charges other than indicated above are payable.
- 4. All taxes, duties and levies excluding GST shall be borne by the Contractor. The quoted price shall be exclusive of GST. GST as applicable shall be on Company's account. However, liability for payment of the GST in case of Indian Bidder shall lie on the Contractor.

#### **BID FORM**

To OIL INDIA LIMITED For GM-C&P RAJASTHAN FIELD **JODHPUR-342005** 

Sub: BID NO: GEM/2023/B/4052367

Gentlemen,
Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference for the sum of
We undertake, if our Bid is accepted, to commence the work within () days calculated from the date of issue of Letter of Award (LOA).
If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding 10% of estd. Purchase Order value for the due performance of the Contract.
We agree to abide by this Bid for a period of 120 days from the date fixed for Bid closing and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your notification of award shall constitute a binding Contract between us.
We understand that you are not bound to accept the lowest or any Bid you may receive.
Dated this day of 20
Authorised Person's Signature:
Name:
Designation:
Seal of the Bidder:

# STATEMENT OF COMPLIANCE (Only exceptions/deviations to be rendered)

SECTION NO.	CLAUSE NO.	COMPLIANCE/	REMARKS
(PAGE NO.)	SUB-CLAUSE NO.	NON COMPLIANCE	

/ A / 1		a	
(Aut)	horised	Signat	torv).

Name	of the	Bidder	

**NOTE:** OIL INDIA LIMITED expects the Bidders to fully accept the terms and conditions of the bid document. However, should the Bidders still envisage some exceptions/ deviations to the terms and conditions of the bid document, the same should be highlighted as per format provided above and to be submitted as part of their Technical Bid. If the Proforma is left blank, then it would be presumed that the Bidder has not taken any exception/deviation to the terms and conditions of the bid document.

Ref. No.

#### FORM OF BID SECURITY (BANK GUARANTEE)

Bank Guarantee No.

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OIL INDIA LIMITED For GM-C&P RAJASTHAN FIELD JODHPUR-342005

WHERAS, (Name of Bidder) (hereinafter called "the Bidder")
has submitted their Bid No datedfor the provision of certain OILFIELD
services (hereinafter called "the Bid") against OIL INDIA LIMITED, RAJASTHAN
PROJECT, JODHPUR (hereinafter called the "Company")'s IFB No KNOW ALL
MEN by these presents that we (Name of Bank) of (Name of country)
having our registered office at (hereinafter called "the
Bank") are bound unto the Company in the sum of ()* for which
payment well and truly to be made to Company, the Bank binds itself, its
successors and assignees by these presents.

SEALED with the common seal of the said Bank this ......... Day of ........, 2023.

THE CONDITIONS of this obligation are:

A. If the Bidder withdraws their bid during the period of bid validity specified by the Bidder;

Or

- B. If the Bidder, having been notified of the acceptance of their bid by the Company during the period of bid validity:
- fails or refuses to execute the Form of Contract in accordance with the Instructions to Bidders in the tender documents, or
- fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders in the tender documents;

Or

3. If the Bidder furnishes fraudulent document/information in their bid

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

This guarantee will remain in force up to and including the date (\*\*) and any demand in respect thereof should reach the bank not later than the above date.

SIGNATURE AND SEAL OF THE GUARANTOR
Name of Bank & Address
Witness
Address

(Signature, Name and Address)

## FORM OF PERFORMANCE BANK GUARANTEE

To:	
	Dil India Limited
WHER Contra	REAS (Name and address of actor) (hereinafter called "Contractor") had undertaken, in pursuance of Contact No to execute (Name of Contract and Brief ption of the Work) (hereinafter called "the
Descri Contra	ption of the Work) (hereinafter called "the act").
furnish	WHEREAS it has been stipulated by you in the said Contract that the Contractor shall you with a Bank Guarantee as security for compliance with Contractor's obligations ordance with the Contract.
such a behalf	WHEREAS we (May incorporate the Bank Name) have agreed to give the Contractor. Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on of the Contractor, up to a total of (Amount of Guarantee in figures) (in words), such amount being payable in
underta sum or to show	(in words), such amount being payable in pes and proportions of currencies in which the Contract price is payable, and we ake to pay you, upon your first written demand and without cavil or arguments, any sums within the limits of guarantee sum as aforesaid without your needing to prove or w grounds or reasons for your demand for the sum specified therein. We hereby waive cessity of your demanding the said debt from the Contractor before presenting us with mand.
Contra may b	rther agree that no change or addition to or other modification of the terms of the act or the work to be performed thereunder or of any of the Contract documents which e made between you and the Contractor shall in any way cease us from any liability this guarantee, and we hereby waive notice of such change, addition or modification.
This g	uarantee is valid until theday of
The de A.	etails of the Issuing Bank and Controlling Bank are as under: Issuing Bank: BANK FAX NO: BANK EMAIL ID: BANK TELEPHNE NO: IFSC CODE OF THE BANK:
B.	Controlling Office:
Addres	ss of the Controlling Office of the BG issuing Bank:
Name	of the Contract Person at the Controlling Office with Mobile No. and e-mail address:

Notwithstanding anything contained herein:

;	a)	Our liability under this Bank Guarantee shall is restricted up to Rs		
-	b)	This guarantee shall be valid till		
,	c)	We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before(Date of Expiry of BG PLUS one year claim period).		
,	d)	At the end of the claim period that is on or after (Date of expiry of the Bank Guarantee Plus Minimum of 1 year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by Bank.		
Name o	of tl	ne Contact Person at the Controlling Office with Mobile No. and e-mail address:		
	SIC	GNATURE AND SEAL OF THE GUARANTORS		
	Designation			
	Name of the Bank			
	Address			

### **AGREEMENT FORM**

This Agreement is made on day of between Oil India Limited, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan, Assam and Rajasthan Project Office at Jodhpur in the State of Rajasthan, hereinafter called the "Company" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s (Name and address of Contractor) hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part,
WHEREAS the Company desires that Services (brief description of services) should be provided by the Contractor as detailed hereinafter or as Company may requires;
WHEREAS, Contractor engaged themselves in the business of offering such services represents that they have adequate resources and equipment, material etc. in good working order and fully trained personnel capable of efficiently undertaking the operations and is ready, willing and able to carry out the said services for the Company as per Section-II attached herewith for this purpose and
WHEREAS, Company had issued a firm Letter of Award No dated submitted by the Letter of against Company's IFB No All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Award and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.
NOW WHEREAS, in consideration of the mutual covenants and agreements hereinafter contained, it is hereby agreed as follows -
1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. In addition to documents herein above, the following Sections and Annexure attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:
<ul> <li>a) General Conditions of Contract, (Part-3)</li> <li>b) Scope of Work/Terms of Reference/Technical Specification, (Part-4)</li> <li>c) Technical Specifications, (Part-5)</li> <li>d) Special conditions of contract, (Part-6 &amp; Part-7)</li> <li>e) Estimated CIF value of items at the time of import, (Proforma-A)</li> <li>f) Price Schedule Format, (Proforma-B)</li> <li>g) Bid Form, (Proforma-C)</li> <li>h) Statement of Compliance, (Proforma-D)</li> </ul>

 i) Proforma of Bank Guarantee towards PP-LC (Proforma -L)
 j) Proforma of Bank Guarantee towards Ultimate Parent/Supporting Company (Proforma -P)

- k) Sample Agreement Form (Proforma-G)
- 1) General HSE Guidelines (Appendix-A)
- m)Procedure for obtaining Labour Licence (Appendix-B)
- n) Undertaking regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence of India (Appendix-C)
- 3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.
- 4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS thereof, each party has executed this contract at Jodhpur, Rajasthan as of the date shown above.

Signed, Sealed and Delivered,

For and on behalf of Contractor Company (Oil India Limited)

Name:
Status:
In presence of
1.
2.

For and on behalf of Contractor (M/s. \_\_\_\_\_)

Name:
Status:
In presence of
1.
2.

<sup>\*</sup> Bidders are NOT required to complete this form.

## PROFORMA LETTER OF AUTHORITY

1U
GM (C&P)
Contracts & Purchase Department Oil India Ltd. Painathan Project
Oil India Ltd., Rajasthan Project Jodhpur-342005
Rajasthan, India
Najastriari, mula
Sir,
Sub: OIL's IFB No. GEM/2023/B/4052367
We confirm that Mr (Name and address) is
authorised to represent us to Bid, negotiate and conclude the agreement on our behalf
with you against Tender Invitation No for hiring of services for
·
We confirm that we shall be bound by all and whatsoever our said representative shall
commit.
Yours Faithfully,
Authorized Donasn's Signatures
Authorised Person's Signature: Name:
Designation:

**Note**: This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person competent and having the power of attorney (power of attorney shall be annexed) to bind such Bidder. If signed by a consortium, it shall be signed by members of the consortium.

Seal of the Bidder:

## **AUTHORISATION FOR ATTENDING BID OPENING**

Date:
TO GM (C&P) Contracts & Purchase Department Oil India Ltd., Rajasthan Project Jodhpur-342005 Rajasthan, India
Sir,
Sub: OIL's Tender No. GEM/2023/B/4052367
We hereby authorise Mr. /Ms (Name and address) to be present at the time of Pre-Bid Meeting / Un-priced Bid Opening / PriceBid Opening and for any subsequent correspondence / communication of the above Tender due on on our behalf.
Yours Faithfully,
Authorised Person's Signature: Name:
Designation: Seal of the Bidder:

**Note**: This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person who signs the bid.

\*\*\*

#### INTEGRITY PACT

#### Between

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

#### And

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

#### Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for **GEM/2023/B/4052367**. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

## Section: 1 -Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - (i) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
  - (ii) The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder

- confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
- (iii) The Principal will exclude from the process all known prejudiced persons.
- **(2)** If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officers and in addition can initiate disciplinary actions.

### Section: 2 -Commitments of the Bidder/Contractor

- (1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - (i) The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which h e/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - (ii) The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - (iii) The Bidder (s) / Contractor (s) will not commit any offence under the relevant Anticorruption Laws of India, further, the Bidder (s) / Contractor (s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- (iv) The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (v) Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- (vi) The Bidder (s)/ Contractor (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder (s)/ Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.
- (vii) Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act;
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (3) The Bidder/Contractor signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

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

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

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

amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 2 years.

- 2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- 3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
- 4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.
- 5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **or as mentioned in Section 9- Pact Duration whichever is later**. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. Any issue relating to execution of contract, if specifically raised before the IEMs shall be looked into by IEMs.

### **Section 4 -Compensation for Damages**

- 1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.
- 3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

## **Section 5 -Previous transgression**

- 1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

- 1. The Principal will enter into Pacts on identical terms with all bidders and contractors.
- 2. The Bidder / Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.
- 3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

## Section: 8 -External Independent Monitor/Monitors

- 1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

- 3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.
- 6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
- 7. If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8. The word 'Monitor' would include both singular and plural.
- 9. In case of any complaints referred under IP Program, the role of IEMs is advisory and would not be legally binding and it is restricted to resolving the issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder.

#### **Section:9 -Pact Duration**

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

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

## Section:10 -Other provisions

- 1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
- 2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 3. If the Contractor / Bidder is a Joint Venture or a partnership concern or a consortium, this agreement must be signed by all partners or consortium members. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor and all sub-contractors shall also sign the IP.
- 4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
- 5. Issues like warranty / guarantee, etc. shall be outside the purview of IEMs.

For the Principal	For the Bidder/Contractor
Date:	Witness 1:
Place:	Witness 2:

#### Proforma of Bank Guarantee towards Purchase Preference - Local Content

Ref. No	Bank Guarantee No.
<del>-</del>	Dated
To	
Oil India Limited	
India	
India	
Dear Sirs,	
1. In consideration of	
	(hereinafter referred to as OIL,
which expression shall, unless repugnant to	o the context or meaning thereof, include all its
successors, administrators, executors and	assignees) having entered into a CONTRACT
No dated	(hereinafter called 'the
CONTRACT' which expression shall inc	clude all the amendments thereto) with M/s
having	
(hereinafter referr	ed to as the 'CONTRACTOR') which expression
	or meaning thereof include all its successors,
	d OIL having agreed that the CONTRACTOR
	ndia Rupees/US\$ for the faithful
	Content in accordance with the value mentioned in
	y the contractor for claiming purchase preference
under the Purchase Preference Policy (linked	d with Local Content).
2. We (name of the bank)	registered under the laws of
having head/registered office	at (hereinafter n shall, unless repugnant to the context or rs, administrators, executors and permitted
referred to as "the Bank", which expression	shall, unless repugnant to the context or
meaning thereof, include all its successo	rs, administrators, executors and permitted
	take to pay to OIL immediately on first demand in
writing any / all money to the exter	
(Indian Rupe	es/US Dollars (in words)
	any demur, reservation, contest or protest and/or
	Any such demand made by OIL on the Bank by
	and binding, without any proof, on the bank as
	withstanding any dispute(s) pending before any
	rity and/or any other matter or thin whatsoever, as
	e and unequivocal. We agree that the guarantee
	all continue to be enforceable until it is discharged
	not be determined, discharged or affected by the
	ency of the CONTRACTOR and shall remain valid,
binding and operating against the bank.	

- 3. The Bank also agrees that OIL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that OIL may have in relation to the CONTRACTOR's liabilities.
- 4. The Bank further agrees the OIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in OIL against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relived from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of OIL or any indulgence by OIL to the said CONTRACTOR(s) or any such matter or thing whatsoever

## Provisions for procurement of <u>Services</u> pertaining to Oil & Gas business activities covered under Purchase Preference Policy (linked with Local Content) (PP-LC).

This tender will be governed by the Purchase preference policy (linked with Local Content) (PP-LC) of Ministry of Petroleum & Natural Gas, Government of India. Indian Bidders are advised to refer notification no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 & notification no. FP-20013/2/2017-FP-PNG dated 17.11.2020 and their subsequent amendments from MoP&NG, if any, and submit the necessary documents, declaration, undertaking etc. as per the policy guidelines along with their bid. As per the PP-LC policy, 50% of the tendered quantity would be awarded to the lowest techno-commercially qualified LC (Local Content) manufacturer / supplier which are within the price band of 20% of the L1, subject to matching the L1 price. The tendered quantity is not splitable / non-dividable / cannot be procured from multiple sources. Hence, the entire procurement value shall be awarded to the lowest techno-commercially qualified LC bidder subject to matching with valid NLC L1 rates. Bidders seeking Purchase preference (linked with Local Content) (PP-LC) shall be required to meet / exceed the target of Local Content (LC) as per values furnished vide original notification of the policy and subsequent amendments applicable as on the bid closing date. The remaining quantity will be awarded to L1 (i.e. Non-Local Content (NLC) manufacturer / supplier not meeting prescribed LC criteria). In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs-Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy. If a bidder seeks EMD exemption under the MSE policy, then it shall be considered that the bidder has sought benefit against the MSE policy and this option once exercised cannot be modified subsequently. Evaluation of bids with reference to PP-LC policy shall be done by OIL based on the documents submitted by the bidder. OIL shall not be responsible for any incorrect/incomplete submission of documents by bidder leading to non-compliance to PP-LC policy and denial of benefits under the policy.

Tenders involving eligible/qualified MSME Vendors as well as LC Vendors, preference regarding placement of order shall be accorded to MSME Vendors in line with Public Procurement Policy over PP-LC Policy as per notification no. F/1/4/2021-PPD dated 18.05.2023 and any subsequent Amendments to the same.

The bidder, who has been awarded the contract after availing Purchase Preference linked with Local Content, shall have to submit additional Bank Guarantee (format attached at Proforma-L) equivalent to the amount of Performance Security against the tender.

A bidder 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 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.

\*\*\*

## CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

[TO BE ISSUED BY PRACTISING CHARTERED ACCOUNTANTS' FIRM ON THEIR LETIER HEAD]

## TO WHOM IT MAY CONCERN

This is to certify that the following financial positions extracted from the audited financial statements of $M/s$ (Name of the Bidder) for the last three (3) completed accounting years up to (as the case may be) are correct.		
YEAR	TURN OVER	NET WORTH
	In INR Crores	In INR Crores
Place:		
Б.,		
Date:		
Seal:		
Membership N	Го	
Registration C	ode:	
registration C	oue.	
Signoture :		
Signature :		

\*\*\*

## **APPENDIX-A**

## **HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS**

The Contractor shall adhere to following points while performing the works under this contract.

- 1. The Contractor shall be solely responsible to comply all the statutory norms as applicable while executing the job. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely: the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance of all HSE laws by the sub-contractors. It will be the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory Rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by representative of OIL.
- 2. The Contractor engaged for any electrical installation, maintenance, repairs etc., should possess a valid electrical Contractor license issued by the State Electricity Licensing Board and engage adequate number of competent electrical personnel. All the Competent persons shall have appropriate Work Permit/ Supervisory License issued by State Electricity Licensing Board. It shall be included in Terms and Conditions of contract agreement/NIT (Notice Inviting Tender) and shall be ensured by the OIL Engineer in charge.
- 3. The Contractor shall ensure complete safety of the personnel engaged by him, and of all the equipment, they will handle and must take full responsibility for their safety.
- 4. Contractor's arrangements for health and safety management shall be consistent with those for the company (OIL).
- 5. A Contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's Actor omissions at work.
- 6. The Contractor should frame a mutually agreed bridging document between OIL & the Contractor for all issues not envisaged under the terms and conditions of the contract with the roles and responsibilities clearly defined.
- 7. Statutory forms to be maintained in respect to Mines Act, 1952, Mines Rules 1955, Oil Mines Regulations 2017, the Environment (Protection) Act-1986 and other applicable laws.
- 8. The Contractor, wherever applicable, shall obtain necessary hazardous waste authorization from the Stat Pollution Control Board for storage, handling and disposal of hazardous waste.

- As per DGMS circular & Gazette Notification for maintenance of register as required by the Mines Act1952 and Mines Rules, 1955, the forms A, B, D and E have been updated and modified. The above-mentioned forms need to be maintained as per the new format.
- 10. The Contractor shall submit to DGMS returns indicating Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment work persons, Number of work persons deployed, how many work hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.
- 11. The return shall be submitted quarterly (by 10th of April. July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
- 12. The Contractor has to keep a register of the persons employed by him/her. The Contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
- 13. The health check-up of Contractor's personnel is to be done by the Contractor in OIL empaneled Hospital and the reports and statutory forms as applicable to be vetted from the OIL authorized Medical Officer. The frequency of periodic medical examinations should be every five years for the employees up to 45 years of age and every three years for employees of 45 years of age and above. Initial Medical Examination should be in line with the standard followed by OIL.
- 14. All persons deployed by the Contractor for working in a mine must undergo Mines Vocational Training, initial medical examination and Periodic Medical Examination (if required). They should be issued cards stating the name of the Contractor and the work and its validity period, indicating status of MVT, IME & PME.
- 15. Every person deployed by the Contractor must use appropriate PPEs (Personal Protective Equipment) to be provided by the Contractor. The Contractor shall provide Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company's PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness, Fall Prevention Devises (FPD) shall conform to relevant IS codes. Necessary supportive document shall have to be available at site as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may request to the Company (OIL) for providing the same. In case of exigency OIL will provide the safety items if available. However in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. Contractor employees should be trained in the proper use and maintenance of PPE. In absence of appropriate PPEs, the representative of OIL has the right to stop the work which will be binding for the Contractor. Moreover, the accountability towards any delay in work/ penalty due non-adherence to PPE shall be binding to the Contractor.

- 16. Soft copy of the Standard Operating Procedures (SOPs) related to scope of work shall be handed over to the representative of OIL by Contractor including an assessment of risk, wherever possible and safe methods to deal with it/them. Printout of copy (spiral binding) of the SOP mentioned above is to be kept with all working teams at all times. The SOP clearly stating the risk arising to men, machineries & material from the mining operation / other operations to be done by the Contractor and how it is to be managed. However; in case of any doubts, the Contractor shall reconfirm the same from the Engineer In Charge (OIL).
- 17. Contractor has to ensure that all work is carried out in accordance with the Statute and the SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For the work which is not covered under SOP, the Contractor shall develop it and submit to the representatives of OIL.
- 18. In case of deviation of SOP or non-availability of SOP, Job Safety Analysis (JSA) shall be carried out before commencement of the work.
- 19. Necessary cold and hot work permits including excavation clearance and permission for working at height, Confined Space Entry as applicable are to be obtained by the competent person of the Contractor from the site representative of OIL before start of the job(s). Work Permit System should be inline as per guidelines issued by HSE Department.
- 20. Necessary facilities for monitoring the levels of parameters in respect of Methane, Oxygen, Hydrogen Sulphide and Carbon Monoxide should be provided at mines. Portable multi-gas detector (LEL/O2/CO/H2S) and FLP torch light to be made available at site.
- 21. The Contractor's personnel should be aware about the existing as well as probable hazards and ensured their training to tackle such untoward events by the Contractor. If the Company (OIL) arranges any safety awareness program / training for the working personnel at site (company employee, Contractor worker, etc.) the Contractor will not have any objection to any such training.
- 22. The Contactor personnel shall arrange daily meeting and monthly pit level meeting headed by the OIL Engineer and maintain records accordingly. Safety Briefing, Evacuation plan in case of emergency and how to inform (in case of emergency) to be discussed during the Tool Box meeting.
- 23. After receipt of the work order the Contractor shall have to submit authorized list of Contract Personnel, who will be engaged for the jobs including name of the Contractor's competent persons and every contact details. No person shall be engaged in any job in a mine unless his competency has been assessed and approved by the OIL Engineer In Charge.
- 24. The Contractor shall not engage minor laborer below eighteen (18) years of age under any circumstances.

- 25. OIL will communicate all information to the Contractor or his authorized representative only.
- 26. The Contractor shall have to report all incidents including near miss to the representative of OIL who shall be supervising the Contractor's work.
- 27. Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the Contractor only.
- 28. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor and their medical treatment/ facilities in case of accidents should be provided by the same Contractor. The Contractor's personnel should be aware about the existing as well as probable hazards and ensured their training to tackle such untoward events by the Contractor.
- 29. Contractor shall keep a reasonable degree of order by disposing of accumulated rubbish and excess material. Disposal of solid wastes generated by the Contractor shall be in accordance with the company's Procedure for Solid Waste Management. The Contractor Personnel have to take every possible care to keep the environment clean and free from pollution.
- 30. The Contractor have to ensure the quality and reliability of all the tools, equipment and instruments they use. The supporting documents relevant to prove the above should be submitted. Defective tools shall be immediately removed.
- 31. The Contractor should prevent the frequent change of his deployed employees as far as practicable. The Contractor shall not employ or terminate his worker without the knowledge of the OIL engineer in charge. However, if OIL Engineer In Charge found any person not appropriate to with respect to job, the Contractor has to remove the person and replace a suitable person within the timeline as per the terms of the Contract.
- 32. Contractor's Supervisor/ Contractor's personnel needs to be aware about the site specific emergency response plan (which includes display of emergency contact nos., establish telephone communication, layout of working area, use of fire extinguisher, emergency exit, assembly point).
- 33. All Lifting equipment of the Contractor like Crane etc. shall have to be duly calibrated. Calibration Certificate of this equipment shall have to be submitted to the representatives of OIL and a copy of the same to be made available at site.
- 34. Necessary sign-board / warning signals like caution, "hot work" in progress, emergency telephone numbers, no entry without permission etc. should be used while working on tanks. The said signals / sign-boards shall have to be arranged by the Contractor and shall be in line with the circular of signboards issued by HSE Department, Oil India Limited.
- 35. Barricading of area to be done with reflecting tapes as applicable during work.

- 36. The First-Aid box should be provided by the Contractor and the same has to be kept ready to use at the site throughout the working hours.
- 37. The availability of First-Aid Fire Fighting equipment should be ensured by the Contractor at all working hours.
- 38. Smoking is prohibited in all Company restricted areas except in authorized smoking areas/ shelters. Carrying of matches and lighters into the Hazardous Area is prohibited. Cellular phones shall not be used in operating areas / hazardous areas unless they have been classified as 'intrinsically safe' for use in that atmosphere. Consumption of alcohol and possession of non- prescribed drug in Company work site is strictly prohibited.
- 39. When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company will have the right to direct the Contractor to cease work until the non-compliance is corrected.
- 40. The Contractor personnel should understand the implication of the known hazards related to the work undertaken by them and the necessity of having an emergency plan approved by OIL to counter them, if anything goes wrong.
- 41. In case Contractor is found non-compliant of HSE laws as required and all the above mentioned general HSE points, company will have the right for directing the Contractor to take action to comply with the requirements, and for further non-compliance, the Contractor will be penalized as per the terms of the Contract.
- 42. Considering the ongoing Covid-19 pandemic, those who are engaged in the above operations should be followed the Covid-19 Protocol as per the prevailing Government Guidelines.
- 43. Any requirement arise by the Statutory Authorities during the period of contract shall be applicable and binding for the Contractor.

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## Procedure for obtaining Labour License under Contract Labour (R&A) Act, 1970 & Central Rules-1971

Every Contractor to whom this Act applies shall execute any work through Contract Labour only after obtaining valid license from Licensing Officer. To obtain license contractor is required to submit:

- i) Application in Form IV in triplicate duly filled (Name of the Proprietor/Partner or the Directors/Responsible person in case of firm/company, complete postal address including Pin Code number, Telephone Number, Fax Number & E-mail address, if any), correct details of PE and work to be executed etc. correctly against all columns;
- ii) In case contractor is registered under the Companies Act and applicant is other than Director then he should be holding valid Power of Attorney.
- iii) Original Form-V issued by PE
- iv) Demand Draft for license fees and security deposit payable in favour of Regional Labour Commissioner (Central), Ajmer along with duly filled central challan (in TR-6) duly signed by applicant in quadruplicate for each demand draft;
- v) Copy of Work Order;
- vi Copy of Partnership Deed and in case of Company, the application should be accompanied with Memorandum of Association/Article of Association;
- Note: 1. Application form complete in all respect shall be either personally delivered to the Licensing Officer or can be sent by Registered A.D. Post.
  - 2. Contractors, may intimate Dy. Chief Labour Commissioner (Central), Ajmer for expediting/suitable action if they do not receive license nor any communication within a week.
  - 3. Contractors are not required to visit office of Licensing Officer unnecessarily for obtaining license until and unless they have been specifically advised to appear in person. Appearance of contractors in the office of licensing officer for obtaining license by persuasion will be viewed seriously.

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### FORMAT FOR CERTIFICATE OF COMPLIANCE OF FINANCIAL CRITERIA

#### Ref: Financial Criteria of the BEC

I the authorized signatory(s) of			
The balance sheet/Financial Statements for the f may be) has actually not been audited as on the		(as the case	
Place :			
Date :	Signature of the authorized sign	natory	

Note: Please note that any <u>declaration having date</u> after the <u>Bid closing Date</u> will not be considered and will be rejected. This certificate are to be issued only considering the time required for preparation of Financial Statements i.e. if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date.

Format for Undertaking by Bidders towards compliance of office memorandum F.No. 6/18/2019-PPD dated 23rd July, 2020 (Public Procurement no. 1) issuedby 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	
country which share such a country or, Authority. We hereby eligible to be cons Authority shall be at We also agree that, a information/docume right to immediately	clause regarding restrictions on procurement from a bidder or a es a land border with India; We certify that this bidder is not from if from such a country, has been registered with the Competent y certify that this bidder fulfils all requirements in this regard and is idered. [Where evidence of valid registration by the Competent tached.]" during any stage of the tender/contract agreement, in case the above nts submitted by us are found to be false, Oil India Limited has the reject our bid/terminate contract at any stage and carry out further accordance with law.
Yours faithfully,	
For (type name of th	e firm here)
Signature of Authori	ized Signatory
Name: Designation: Phone No. Place: Date:	
	ganization here, if applicable) uld be returned along with offer duly signed.

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### <u>UNDERTAKING TOWARDS COMPLIANCE OF PROVISIONS FOR RESTRICTIONS ON PROCUREMENT FROM A</u> BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH INDIA

(To be typed on the letter head of the bidder) Ref. No\_\_\_\_\_ Date: Tender No. Date: OIL INDIA LIMITED C&P DEPARTMENT, JODHPUR, RAJASTHAN, **INDIA** Dear Sirs, \_\_\_\_\_, have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; we certify that we are not from such a country/or if from such a country, have been registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and are eligible to be considered. [wherever applicable, evidence of valid registration by the Competent Authority shall be attached] Yours faithfully, For (type name of the firm here) Signature of Authorised Signatory Name: Designation: Phone No. Place: Date:

(Affix Seal of the Organization here, if applicable)

## <u>UNDERTAKING FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING</u>

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

Ref. No		Date:
Tender No	Date:	<del>-</del>
OIL INDIA LIMITED C& DEPARTMENT, JODHPUR, RAJASTHAN INDIA		
Dear Sirs,		
country which shares a that we are not from su- will not sub-contract a Competent Authority. V	land border with India and on s ch a country/or if from such a country work to a contractor from s We hereby certify that we fulfil al	e regarding restrictions on procurement from a bidder of a ub-contracting to contractors from such-countries, we certify antry, have been registered with the Competent Authority and uch countries unless such contractor is registered with the I requirements in this regard and is eligible to be considered to the Competent Authority shall be attached]
Yours faithfully, For (type name of the fir	rm here)	
Signature of Authorized SignatoryName: Designation: Phone No. Place: Date: (Affix Seal of the Organ	nization here, if applicable)	

## $\frac{ADDITIONAL\ UNDERTAKING\ BY\ BIDDER\ IN\ CASES\ OF\ SPECIFIED\ TRANSFER\ OF}{TECHNOLOGY}$

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

Ref. No		Date:
Tender No	Date:	
OIL INDIA LIMITED C&P DEPARTMENT, JODHPUR, RAJASTHAN, INDIA		
		egarding restrictions on procurement from a bidder having t we do not have any ToT arrangement requiring registration
		OR
	arrangement. We certify that	egarding restrictions on procurement from a bidder having we have valid registration to participate in this procurement. shall be attached]
Yours faithfully, For (type name of the firm her	re)	
Signature of Authorised Signa Name: Designation: Phone No. Place: Date: (Affix Seal of the Organization	·	

## RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICHSHARES A LAND BORDER WITH INDIA

Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide **Order No. F.7/10/2021-PPD (1) dated 23.02.2023)** has proclaimed the insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 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.

- (1) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)]. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority to be eligible to bid in this tender.
- (2) "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.
- (3) "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means:
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- (4) The beneficial owner for the purpose of para (3) above will be as under:
  - (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

#### **Explanation**:

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company.
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or managementrights or shareholder's agreements or voting agreements.
- (ii) 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;
- (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

- (v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- (5) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- (6) The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- (7) <u>Validity of Registration</u>: The registration should be valid at the time of submission of bid and at the time of acceptance of bid. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.
- (8) <u>Undertaking regarding compliance</u>: The bidders are required to provide undertakings as per PROFORMA 4(A), PROFORMA 4(B) & PROFORMA 4(C) along with their bid towards compliance of the above guidelines for participation in this tender. If the undertakings given by a bidder whose bid is accepted is found to be false, this would be a ground for debarment/action as per OIL's Banning Policy and further legal action in accordance with law.

## Format of Authorization & Backup Warranty by Manufacturers to Sole Selling Agent/Dealer/Distributor/Supply House

(To be typed on the letter head of the Manufacturers)

	Ref. NoDate
	Sub: Authorization & Backup Warranty
	Ref: Your Tender No Dated
T	0,
C	eneral Manager (C&P) &P Department il India Limited, Rajasthan Field, Jodhpur
	Sir,
	We, M/s
	We hereby guarantee the supply through M/s
	This authorization and back-up warrantee/guaranty shall remain valid throughout the execution by $M/s$ (Name of the Bidder) including the defect liability period, in the event of an order by OIL on them.
	Yours faithfully, For ( Name of the manufacture)
	Name & Signature of Authorized signatory: Designation :
	Phone No.
	Place:
	Date:
	Seal of the Manufactuer:

\*

# 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. GEM/2023/B/4052367 Dated		
To, GM (C&P) Contracts & Purchase Department Oil India Ltd., Rajasthan Field Jodhpur-342005 Rajasthan, India		
Sir,		
With reference to our quotation against your undertake that no fraudulent information/document		
We take full responsibility for the submission of against the above cited bid.	authentic information/documents	
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 PBC and/or cancel the award of contract and/or carry out any other penal action on us, a 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)		

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