

**OIL INDIA LIMITED**  
**(A Govt. of India Enterprise)**  
**Rajasthan Project, Jodhpur – 342005, Rajasthan**

Telephone No. (91-291) 2729473

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Email: km\_kumar@oilindia.in; erp\_mm@oilindia.in

**Tender No. & Date : SJG2715P17 Dated 14.10.2016**

Tender Fee : INR 30,000/- OR USD 500

Bid Security Amount : INR 9,00,000/- OR USD 13,400

Bid Security Validity : 210 days from bid closing date

Tender sale period : 03.11.2016 to 13.12.2016

**Bidding Type : SINGLE STAGE TWO BID SYSTEM**

Bid Closing on : **20.12.2016 ( at 11.00 Hrs. IST )**

Technical Bid Opening on : **20.12.2016 ( at 15.00 Hrs. IST)**

Performance Guarantee : Applicable @ 10% of purchase order value.

**OIL INDIA LIMITED** invites Global Tenders for items detailed below:

| Item No./Mat. Code | Material Description  | QTY.   | UOM   |
|--------------------|---|--------|-------|
| 10<br>02291065     | Tubing, Seamless Steel, New and unused as per API 5CT in Range-II, threaded with coupling (Power Tightened) at one end. Tubing shall be marked with API monogram and proper colour Code and shall be supplied with thread protectors at both ends. The pipes shall be manufactured and tested as per API 5CT Specification :<br>Size : 73 mm (2.7/8") O.D.<br>Weight : 9.52 - 9.67 Kg. per Mtr. (6.4 - 6.5 PPF)<br>Drift diameter: 59.61mm(2.347 inch)<br>Grade : 13% Cr - L80<br>Ends: ATLAS BRADFORD TC-4S, JFE Fox & JFE Bear, NS-CT, TENARIS HYDRIL 563/3SB, VAM TOP, Hunting brand or equivalent of premium connections. Connection gas tight by metal to metal seal.<br>Rage : II | 12,000 | Meter |

|  |   |  |  |
|--|---|--|--|
|  | <p>AS PER THE FOLLOWING ANNEXURE :</p> <p>a) Detailed Specification/Scope of Supply – Annexure - I.</p> <p>b) Bid Evaluation Criteria – Annexure - II.</p> <p>c) Technical Checklist and Commercial Checklist vide Annexure IV and Response Entry Sheet</p> <p>d) Integrity Pact- Annexure XII</p> <p>e) General Terms &amp; Conditions” for e-Procurement as per Booklet No. MM/RP/GLOBAL/E-01/2005, user manual, and general guideline for e-procurement.</p> |  |  |
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### **Special Notes :**

1.0 The tender will be governed by “General Terms & Conditions” for e-Procurement as per Booklet No. MM/RP/GLOBAL/E-01/2005 for E-procurement (ICB Tenders) including Amendments & Addendum to “General Terms & Conditions” for e-Procurement uploaded along with the tender.

2.0 Technical Check list and Commercial Check list are available in the Technical Rfx -> External Area - > Tender Documents. Technical Checklist and Commercial Checklist vide Annexure IV and Response Entry Sheet must be filled-up and uploaded along with “Techno-commercial Unpriced Bid”.

3.0 The items covered by this enquiry shall be used by Oil India Limited in the PEL/ML areas which are issued/renewed after 01/04/99 and hence Nil Customs Duty during import will be applicable. Indigenous bidder shall be eligible for Deemed Export Benefit against this purchase. Details of Deemed Export are furnished vide Addendum to MM/RP/GLOBAL/E-01/2005 attached. However, Indian bidders will not be issued Recommendatory Letter.

4.0 Please note that all tender forms and supporting documents are to be submitted through OIL’s e-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribed with **Tender no.** and **Due date** to **The Chief Manager (M&C), Materials & Contracts Department, Oil India Limited, Rajasthan Project, 2A-Saraswati Nagar, Basni, Jodhpur - 342005, Rajasthan** on or before **11:00 Hrs (IST)** on the Bid Closing Date mentioned in the Tender.

**a) Original Bid Security .**

**b) Details Catalogue and any other document which have been specified to be submitted in original.**

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

5.0 In case of SINGLE STAGE-TWO BID SYSTEM, bidders shall prepare the “Techno-commercial Unpriced Bid” and “Priced Bid” separately and shall upload through electronic form in the OIL’s e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The “Techno-commercial Unpriced Bid” shall contain all technical and commercial details except the prices which shall be kept blank. Details of prices as per Price Bid Format / Commercial Bid to be uploaded as attachment in the Attachment Tab “Notes and Attachments”.

**A screen shot in this regard is given below.**

Any offer not complying with above submission procedure will be rejected as per Bid Evaluation Criteria mentioned in the tender.

**Display RFX Response:**

Go to this Tab “Technical RFX Response” for Uploading “Techno-commercial Unpriced Bid”.

Go to this Tab “Notes and Attachments” for Uploading “Priced Bid” files.

Event Parameters

Currency: Indian Rupee

Detailed Price Information: Price with Conditions

Terms of Payment: 9010 90% against despatch+10% after receipt

Partners and Delivery Information

Details Send E-Mail Call Clear

| Function                            | Number | Name | Valid fr |
|-------------------------------------|--------|------|----------|
| The table does not contain any data |        |      |          |

**On “EDIT” Mode- The following screen will appear. Bidders are advised to Upload “Techno-Commercial Unpriced Bid” and “Priced Bid” in the places as indicated above:**

**Edit RFX Response:**

Submit Read Only Print Preview Check Technical RFX Response Close Save Verify s

RFX Response Number 60006452 RFX Number TEST2 Status Withdrawn Submission Deadline 13.04.2013 11:00:00 INDIA

RFX Owner WIPRO\_TEST1 Total Value 0.00 INR RFX Response Version Number 2 RFX Version Number 5

Go to this Tab “Notes and Attachments” for Uploading “Priced Bid” files.

Area for uploading Techno-Commercial Unpriced Bid\*

Area for uploading Priced Bid\*\*

Notes

Add Clear

| Assigned To                         | Category | Text Preview |
|-------------------------------------|----------|--------------|
| The table does not contain any data |          |              |

Attachments

Sign Attachment Add Attachment Edit Description Versioning Delete Create Qualification P

| Assigned To                         | Category | Description | File Name | Version |
|-------------------------------------|----------|-------------|-----------|---------|
| The table does not contain any data |          |             |           |         |

**Note :**

- \* The “Techno-Commercial Unpriced Bid” shall contain all techno-commercial details **except the prices.**
- \*\* The “Price bid” must contain the price schedule and the bidder’s commercial terms and conditions. For uploading Price Bid, first click on Sign Attachment, a browser window will open, select the file from the PC and click on Sign to sign the Sign. On Signing a new file with extension .SSIG will be created. Close that window. Next click on Add Attachment, a browser window will open, select the .SSIG signed file from the PC and name the file under Description, Assigned to General Data and click on OK to save the File.

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

7.0 Other terms and conditions of the tender shall be as per “General Terms & Conditions” for e- Procurement as per Booklet No. MM/RP/GLOBAL/E-01/2005 for E-procurement (ICB Tenders) and its amendments. However, if any of the Clauses of the Bid Evaluation Criteria (BEC) mentioned here contradict the Clauses in the “General Terms & Conditions” for e-Procurement as per Booklet No. MM/RP/GLOBAL/E-01/2005 for E-procurement (ICB Tenders) of the tender and/or elsewhere, those mentioned in this BEC shall prevail.

8.0 The Integrity Pact is applicable against this tender .OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide Annexure XII of the tender document. This Integrity Pact proforma has been duly signed 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. **SHRI RAJIV MATHUR, IPS(Retd.),**  
e-Mail ID : [rajivmathur23@gmail.com](mailto:rajivmathur23@gmail.com)
2. **SHRI SATYANANDA MISHRA, IAS(Retd.)**  
**Former Chief Information Commissioner of India &**  
**Ex-Secretary, DOPT, Govt. of India**  
e-Mail ID : [satyanandamishra@hotmail.com](mailto:satyanandamishra@hotmail.com)

## 9.0 GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT:

9.1 To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organizations Name** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). **Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable.**

9.2 Bidders must have a valid User ID to access OIL e-Procurement site for submission of bid. Vendors having User ID & password can purchase bid documents **on-line through OIL's electronic Payment Gateway**. New vendor shall obtain User ID & password through online vendor registration system in e-portal and can purchase bid documents subsequently in the similar manner. Alternatively parties can write to Chief Manager (M&C), OIL INDIA LTD., Rajasthan Project, 2A, Saraswati Nagar, Jodhpur-342005, Rajasthan in their official letter head giving the detailed address and E-mail letter along with the cost of bid document(non-refundable) for issue of the User ID and password for accessing the E-procurement tender which must reach Chief Manager (M&C)'s Office on or before the last date of sale. The User ID shall be intimated to the eligible parties through email on receipt of the requisite cost of the bid document.

9.3 Parties shall be eligible for accessing the tender in E-portal after OIL enables them in the E-portal after receipt of the requisite cost of the bidding document.

10.0 Any sum of money due and payable to the contractor (including Security Deposit refundable to them) under this or any other contract may be appropriated by Oil India Limited and set-off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited).

11.0 All corrigenda, addenda, amendments, time extension, clarifications etc. To the tender will be hoisted on OIL's website ([www.oil-india.com](http://www.oil-india.com)) and in the e-portal (<https://etenders.srm.oilindia.in/irj/portal>) only and no separate notification shall be issued in the press. Prospective bidders are requested to regularly visit the website and e-portal to keep themselves updated.

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

- i) Firm Price
- ii) Bid Security
- iii) Specifications / Scope of Work
- iv) Price Schedule
- v) Delivery Schedule
- vi) Period of Bid Validity
- vii) Liquidated Damages
- viii) Performance Security
- ix) Guarantee of material
- x) Arbitration / Resolution of Dispute

- xi) Force Majeure
- xii) Applicable Laws
- xiii) Integrity Pact

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

- (a) Validity of bid shorter than the validity indicated in the Tender.
- (b) Original Bid Security not received within the stipulated date & time mentioned in the Tender.
- (c) Bid Security with (i) validity shorter than the validity indicated in Tender and/or Bid Security amount lesser than the amount indicated in the Tender.
- (d) In case the Party refuses to sign Integrity Pact.

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**SCOPE OF SUPPLY :**

Supply of Tubing, Seamless Steel, New and unused as per API 5CT in Range-II, threaded with coupling (Power Tightened) at one end. Tubing shall be marked with API monogram and proper colour Code and shall be supplied with thread protectors at both ends. The pipes shall be manufactured and tested as per API 5CT Specification :

Size : 73 mm (2.7/8") O.D.

Weight : 9.52 - 9.67 Kg. per Mtr. (6.4 - 6.5 PPF)

Drift diameter: 59.61mm(2.347 inch)

Grade : 13% Cr - L80

Ends: ATLAS BRADFORD TC-4S, JFE Fox & JFE Bear, NS-CT, TENARIS HYDRIL 563/3SB,VAM TOP and Hunting brand or equivalent of premium connections. Connection gas tight by metal to metal seal.

Range: II

**QUANTITY : 12,000 Meters**

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**VARIATION IN QUANTITY:**

**Current tender has a provision for variation of quantity at the time of placement of order up to +/- 20%. The bids, however, shall be evaluated based on the tendered quantity i.e 12,000 Meters to decide the interse ranking of the bidder. Bidders are advised to take a note of above while preparing & submitting their offer.**

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**GENERAL NOTES FOR TUBING**

**1.0 SPECIFICATION :**

1.1 Tubings must be manufactured as per API Spec. 5CT, latest edition and must bear API monogram. A valid API Spec 5CT certificate from the manufacturer shall be submitted along with the offer.

1.2 The Tubings shall be brand new, unused, and of prime quality.

1.3 Tubing shall be seamless and supplied with threaded and fitted with couplings as per API Spec. 5CT.

1.4 Coupling : Couplings shall be as specified in API Spec. 5CT and must be manufactured by API approved mills.

1.5 Coating : Coating shall be done as per API Spec. 5CT and adequately oiled to withstand sea voyage.

1.6 Pipe ends : Ends must be prepared as per relevant API specifications. Suitable end protectors as specified shall be used to protect the ends.

1.7 The offer must contain detailed description of the materials. Insufficient description will lead to rejection of the offer.

## 2.0 MILL INSPECTION/CERTIFICATION :

All Tubing shall be manufactured tested and certified in accordance with the relevant API Spec. 5CT, latest edition.

## 3.0 PHYSICAL/CHEMICAL TESTS :

The following tests shall be carried out on each heat of steel from which the tubing are manufactured as per API spec.5CT and test results thereof shall be submitted to OIL

- i) Heat Analysis
- ii) Product Analysis
- iii) Recheck Analysis
- iv) Mill-Control Check Analysis
- v) Tensile tests
- vi) Yield strength tests
- vii) Mill control tests
- viii) Dimension and weight tests including drift and straightness.

3.1 While conducting the above tests if any one of them fails, retest of the same shall be carried out as per API Spec. 5CT.

### 3.2 Hydrostatic Test :

Each joint of tubing shall be tested hydrostatically to the recommended pressure at the mill in accordance with the relevant API specifications.

3.3 End threading, gauging and thread inspection : Threading, gauging and thread inspection shall be done as per API Spec. 5B.

3.4 Non-Destructive Tests : Non-destructive tests shall be carried out as specified in API Spec 5CT.

3.5 Bidders should give details of mills inspection and QC methods available. OIL may require such details in case of an order.

## 4.0 IDENTIFICATION MARKING:

4.1 Marking is to be done on each joint as per API Spec 5CT covering, manufacturer's mark/name, API monogram, size, weight, grade, class, manufacturing process, heat treatment, test pressure, length, thread identification. Marking should be in metric unit.

4.2 Additionally, 'OIL' logo, and the purchase order number shall be die stamped or paint stenciled on each joint.

4.3 Colour coding : The colour coding shall be done as per API Spec. 5CT. The colour band shall be 50.8 mm (2") wide.

## 5.0 THIRD PARTY INSPECTION :

5.1 Inspection by an independent third party to cover the following shall be required against all tubings.



- (i) Material Identification.
- (ii) Stage inspection at random visit basis during manufacturing.
- (iii) Audit and endorsement of all chemical analysis and physical test reports.
- (iv) Witness dimensional checks.
- (v) Witness mechanical tests.
- (vi) Witness NDT.
- (vii) Witness hydrostatic tests.
- (viii) Visual inspection for imperfections.
- (ix) Longitudinal defect identification.
- (x) Transverse defect identification.
- (xi) Wall thickness measurement.
- (xii) Grade comparison.
- (xiii) End area defect identification.
- (xiv) Thread inspection.
- (xv) Check and verify length of each joint.
- (xvi) Issue of certificate.

Note : Proper Tally sheet (in Original) indicating length of each joint of tubing with heat number of the joint should be furnished to OIL. The Tally sheet should be duly signed & stamped by the Manufacturing Mill and will be endorsed (certified) by the third party inspection agency.

A soft copy of above tally sheet is to be sent in MS EXCEL FORMAT along with the despatch document. Bidder to confirm the same while quoting.

#### 5.2 Third Party Inspection:

- (i) The third party inspection is to be carried out by any one of the OIL approved TPI Agencies as mentioned below:

M/s. Lloyds, M/s Bureau Varitas, M/s Vetco Tuboscope, M/s. RITES, M/s. I.R.S. and M/s DNV.

- (ii) All inclusive charges for Third Party Inspection to be indicated separately

#### **IMPORTANT NOTE:**

1) Bidders are requested to quote for entire tendered quantity i.e 12,000 Meters, otherwise offer will be rejected.

2) Third party inspection is required for all Tubings.

3) The bidder shall confirm supplying of 95% Tubing with length 9.0 mtr. and above in the offer.

#### **6.0 ANTI-DUMPING DUTY :**

Anti -Dumping Duty if any, shall be applicable as per the latest Govt. Guideline and will be payable by the bidder. Bidders are requested to note the same and quote accordingly.

Anti- Dumping Duty will be borne by the bidders as mentioned above. A categorical confirmation in this regard is required from the bidders along with their offer, otherwise their offer will not be considered for further evaluation.

**7.0 SAFE GUARD DUTY:**

Safe Guard Duty if any, shall be applicable as per the latest Govt. Guideline and will be payable by the bidder. Bidders are requested to note the same and quote accordingly.

Safe Guard Duty will be borne by the bidders as mentioned above. A categorical confirmation in this regard is required from the bidders along with their offer, otherwise their offer will not be considered for further evaluation.

**8.0 GENERAL NOTES :**

(a) The items supplied shall be brand new, unused & of recent manufacture. Supplier shall warrant that the product supplied will be free from all defects & fault in material, workmanship & manufacture. This clause shall be valid for 12 months from the date of receipt and acceptance or 18 months from the date of despatch whichever is earlier. The defective materials, if any, rejected by OIL shall be replaced by the supplier at their own expenses. Suppliers must confirm the same in their quotations.

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

(c) Offers shall be complete in all respects and all the items/equipment as specified in the tender must be included in the package. Offers deemed to be incomplete shall be liable for outright rejection.

(d) Priced bids of only those bidders will be opened whose offers are found techno-commercially acceptable. The acceptable bidders will be informed before opening of the "priced bid".

(e) Tubing being a item of critical nature with respect to it's function and safety aspect, no Purchase Preference/Price Preference will be applicable to MSE/SSI Units.

(f) To ascertain the substantial responsiveness of the bid OIL reserves the right to ask the bidder for clarification in respect of clauses covered under BEC also and such 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.

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**BID EVALUATION CRITERIA(BEC)**

In addition to BRC criteria vide SECTION - 'D' of General Terms and Conditions for Global Tender (MM/RP/GLOBAL/E-01/2005), the following clause will be applicable against this tender.

**A. TECHNICAL CRITERIA**

Clauses in para 1.0 to 1.4 and 7.0 of Section-E of SPECIAL TERMS & CONDITIONS FOR TUBULARS in the General terms and Condition for Global Tender (MM/RP/GLOBAL/E-01/2005) as well as amendment to Section-E mentioned in the General terms and Condition for Global Tender (MM/RP/GLOBAL/E-01/2005) have been amended as under and is applicable against this tender.

**1.0 MANUFACTURING DETAILS:**

1.1 Bidders must specify categorically in their offer if the following jobs in respect of the Tubing/Tubular offered by them would be carried out by themselves.

- i) Manufacture of the Green pipe (Unprocessed Plain End Pipe)
- ii) Manufacture of the Mother/Processed pipe
- iii) Manufacture of Coupling Stock/blanks
- iv) Manufacture of Coupling
- v) Threading of item (ii) or (iii) and End finishing jobs.

In case any or all the above jobs would be carried out in their plant, they must forward valid API certificate(s) issued in their name for respective job(s) together with the offer.

1.2 In case some of the above jobs are not carried out in their plant but would be carried out in some other works, the bidders must submit API certificate(s) issued in the vendors' name for respective job(s). These certificates must be furnished along with the offer.

1.3 Bidders doing none of the above jobs would be treated as supply house/traders. As supply house /traders to bid, they however must fulfil the criteria laid down in General terms and conditions (refer para 1.2 of Section A) to be eligible for bidding.

Para 1.2 of Section A - However, the bids from sole selling agents / authorised distributors / authorised dealers / authorised supply houses can also be considered, provided such bids are accompanied with back-up authority letter (valid at the time of bidding) from the manufacturer authorising them to market

their product. OIL INDIA LIMITED (OIL) reserves the right to reject offers without back up authority letter from manufacturer.

1.3.1 They (Supply Houses/Traders) must forward the following certificates along with the offer failing which the offer will be rejected.

- i) A certificate from the manufacturing mill guaranteeing supply of the tubulars to the bidder in the event of an order on the bidder.
- ii) Valid API certificates from the manufacturer of Threaded and coupled API Tubing/Tubular.

1.3.2 It may be noted that no change in manufacturing mill will be allowed after placement of order. Bidder must confirm the same in their bid.

1.4 Bidders must clearly indicate the country of origin.

1.5 Manufacturer's / Processor's / Threader's Experience: Manufacturer / Processor / Threader of the offered item(s) should satisfy the following clauses along with documentary evidence which should be enclosed along with the techno-commercial bid:

1.5(a) Minimum 5 (five) years of experience of manufacturing / processing / threading and ultimately supplying similar material (same or higher grade and same or higher outer diameter) to companies which are in the business of exploration and production of hydrocarbons. For this purpose the period reckoned shall be the period prior to the date of opening of the techno-commercial bid. Copies of API-5CT for the last 5 (Five) years (i.e. continuous without having any break in between) shall be submitted along with techno- commercial bid.

1.5(b) Should have manufactured / processed / threaded and ultimately supplied similar material (same or higher grade and same or higher outer diameter) at least 50% of tendered quantity of each item to companies which are in the business of exploration and production of hydrocarbons during the last 5 (five) Years. For this purpose the period reckoned shall be the period prior to the date of opening of the techno-commercial bid.

1.5(c) Domestic manufacturer / processor who have satisfactorily executed development orders placed by OIL for similar material (same or higher grade and same or higher outer diameter) would be considered as established sources for supply. Documents for satisfying BRC clause 1.5(a) & 1.5(b) above are not required to be submitted. However, the domestic manufacturer / processor should indicate the details of OIL's Purchase Order(s) executed by them and submit respective documentary evidence in the form of copies of relevant Purchase Orders along with copies of any of the documents in respect of satisfactory execution of each of those Purchase Orders, such as - B/L, invoice or any other documentary evidence. Such domestic manufacturers / processors

should have valid API-5CT certificate for last 5 (five) years (i.e. continuous without having any break in between) and should be submitted along with the techno-commercial bid.

1.5(d) Documentary evidence in respect of 1.5(a) & 1.5(b) above should be submitted in the form of copies of relevant Purchase Orders along with copies of any of the documents in respect of satisfactory execution of each of those Purchase Orders, such as - B/L, invoice or any other documentary evidence that can substantiate the satisfactory execution of each of the purchase orders cited above along with the techno-commercial bid.

1.5(e) In case bidder is a manufacturer then he should have valid API-5CT certificate for last 5 (five) years (i.e. continuous without having any break in between) for manufacturing Threaded and Coupled API Tubing/Tubulars and documentary evidence thereof should be submitted along with the techno-commercial bid. For this purpose the period reckoned shall be the period prior to the date of opening of the techno-commercial bid.

1.5(f) In case the bidder is sole selling agent / distributor / dealer / supply house of any API approved manufacturer, then bidder must furnish the following documents. Such bidder can offer the desired product only from API approved manufacturer having all the required authorization to manufacture Threaded and Coupled API Tubing/Tubulars. (Bids from Sole selling agents / distributors / dealers / supply houses for processor or Threader will not be accepted.)

i) Back-up authority cum Warranty letter in original on manufacturer's letter head, valid at the time of bidding which should remain valid during the entire execution period of the order, from the concerned manufacturer guaranteeing supply of the tubulars to the bidder in the event of an order on the bidder and also authorized them to market their products.

ii) Copies of valid API-5CT certificate of manufacturer for the last 5 (five) years (i.e. continuous without having any break in between) from the date of opening of the techno-commercial bid.

iii) Bidder should submit a list of companies which are in the business of exploration and production of hydrocarbons to whom their Manufacturer has supplied similar material (same or higher grade and same or higher outer diameter) during the last 5 (five) years along with documentary evidence to satisfy above clause 1.5. For this purpose the period reckoned shall be the period prior to the date of opening of the techno-commercial bid.

iv) Documentary evidence in respect of (iii) above should be submitted in the form of copies of relevant Purchase Orders along with copies of any of the documents in respect of satisfactory execution of each of those Purchase Orders, such as - B/L, invoice or any other documentary evidence that can substantiate the

satisfactory execution of each of the purchase orders cited above along with the techno-commercial bid.

1.5(h) In case the bidder is API approved Processors / Threaders who intend to purchase plain end pipes and coupling stock from other manufacturers and do heat treatment / threading - end finishing and testing should indicate the sources from where they intend to purchase plain end pipes and coupling stock and should also submit the following documents:

i)(a) Copy of valid API-5CT certificate in favour of manufacturer of green pipes, coupling blank/ stock must be submitted with the bid.

i)(b) Copy of valid API-5CT certificate in favour of manufacturer of coupling for last 5 (five) years (i.e. continuous without having any break in between) from the date of opening of techno-commercial bid in case the processor/ threader should purchase the coupling from other mills.

ii) Copy of valid API-5CT certificate in favour of processor / threader to do heat treatment / threading - end finishing and testing of Tubing/Tubulars for last 5 (five) years (i.e. continuous without having any break in between) from the date of opening of techno-commercial bid.

iii)(a) Processors must purchase the green pipes, coupling stock/ blank from API approved mills only and should submit the list of those API approved mills together with their valid API-5CT certificates.

iii)(b) Threaders must purchase processed mother pipes & Coupling stock/ blank from API approved mills only and should submit the list of those API approved mills together with their valid API-5CT certificates for last 5 (five) years (i.e. continuous without having any break in between) along with the techno commercial bid. For this purpose the period reckoned shall be the period prior to the date of opening of the techno-commercial bid.

iv) Processors / Threaders should submit a list of companies which are in the business of exploration and production of hydrocarbons to whom they have supplied similar material (same or higher grade and same or higher outer diameter) during the last 5 (five) Years along with documentary evidence to satisfy above clause 1.5. For this purpose the period reckoned shall be the period prior to the date of opening of the techno-commercial bid.

v) Documentary evidence in respect of (iv) above should be submitted in the form of copies of relevant Purchase Orders along with copies of any of the documents in respect of satisfactory execution of each of those Purchase Orders, such as - B/L, invoice or any other documentary evidence that can substantiate the satisfactory execution of each of the purchase orders cited above along with the techno-commercial bid.

1.5(i) Documents in any language other than English should be got translated in English and the copy of the original version English translation should be got verified from any one of the following)

i) Official of Indian Embassy / High Commission / Consulate General situated in the country where language has been translated.

ii) Official of Embassy / High Commission / Consulate General of the country where language has been translated, in India.

Note :

1. Manufacturer/ manufacturing mentioned above mean Manufacturer/ manufacturing of Plain end Green Pipe, Coupling Stock through processing and threading to finished Threaded or Coupled Tubing/Tubulars.

2. No change in API mill(s) other than those indicated in the techno-commercial bid will be allowed after placement of order.

## **B) FINANCIAL CRITERIA :**

1.0 The bidder shall have an annual financial turnover of minimum INR 224 Lakh (US\$ 3,32,415) during any of the preceding 03(three) financial years/ accounting year reckoned from the original bid closing date.

1.1 In case of Consortium, the leader of the consortium shall have an annual financial turnover as mentioned in para 1.0 above and the other members of the consortium should meet minimum turnover of INR 112 lakhs (US\$ 1,66,207) during any of the preceding 03(three) financial years reckoned from the original bid closing date.

2.0 "**Net Worth**" of the bidder should be positive for the preceding financial/ accounting year.

3.0 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.

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

### **Notes:**

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

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

OR

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

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

3.1 In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR or US\$, the bidder shall have to convert the figures in equivalent INR or US\$ considering the prevailing conversion rate on the date 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 or US\$.

Note : Please refer General Terms and Conditions for Global Tender (MM/RP/GLOBAL/E-01/2005) for amendments.

### **C) COMMERCIAL CRITERIA**

1.0 Bids are invited under Single Stage Two Bid System. Bidders shall quote accordingly under Single Stage Two Bid System. Please note that no price details should be furnished in the Technical (i.e. Unpriced) bid. The “Unpriced Bid” shall contain all techno-commercial details except the prices which shall be kept blank. The “Priced Bid” must contain the price schedule and the bidder’s commercial terms and conditions. Bidder not complying with above submission procedure will be rejected.

**2.0 Bid security of INR 9,00,000/- or USD 13,400 shall be furnished as a part of the TECHNICAL BID (refer Clause Nos.9.0 & 12.0 (Section A) of “General Terms & Conditions” for e-Procurement as per Booklet No. MM/RP/GLOBAL/E-01/2005 for E-procurement (ICB Tenders)).Any bid not accompanied by a proper bid security in ORIGINAL will be rejected without any further consideration.** A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender.



- 2.1 For exemption for submission of Bid Security, please refer Clause No. 9.8 (Section A) of “General Terms & Conditions” for e-Procurement as per Booklet No. MM/RP/GLOBAL/E-01/2005 for E-procurement (ICB Tenders).
- 2.2 The Bid Security shall be valid for 210 days from the original bid closing date of tender.
- 3.0 Validity of the bid shall be minimum 120 days from Bid closing date. Bids with lesser validity will be straightway rejected.
- 4.0 The prices offered will have to be firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and rejected.
- 5.0 Bids received after the bid closing date and time will be rejected. Similarly, modifications to bids received after the bid closing date & time will not be considered.
- 6.0 Bidders shall quote directly and not through Agents in India. Offers made by Indian Agents on behalf of their foreign principals will be rejected. Similarly offers from unsolicited bidders will be rejected.
- 7.0 Bids containing incorrect statement will be rejected.
- 8.0 No offers should be sent by E-mail or Fax. Such offers will not be accepted.
- 9.0 Bidders must confirm that Goods, materials or plant(s) to be supplied shall be new of recent make and of the best quality and workmanship and shall be guaranteed for a period of twelve(12) months from the date of receipt and acceptance thereof or 18 months from the date of despatch whichever is earlier against any defects arising from faulty materials, workmanship or design. Defective goods/materials or parts rejected by OIL shall be replaced immediately by the supplier at the supplier's expenses and no extra cost to OIL.
- 10.0 Successful bidder will be required to furnish a Performance Bank Guarantee @10% of the order value. The Performance Bank Guarantee must be valid for one year from the date of successful commissioning. Bidder must confirm the same in their Technical Bid. Offers not complying with this clause will be rejected.
- 11.0 The Technical Bid should be submitted/uploaded along with Integrity Pact duly signed by the authorized signatory of the bidder. If any bidder refuses to sign Integrity Pact or declined to submit Integrity Pact with the offer, their bid shall be rejected straightway.
- 12.0 Bidders are required to submit the summary of the prices in their commercial bids as per bid format ( Summary ), given below :

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

- (A) Unit Rate
- (B) Total Cost of 12,000 Meters of Tubing
- (C) Third Party Inspection charge for all 12,000 Meters
- (D) Packing & FOB Charges
- (E) Total FOB Port of Shipment value, ( B + C + D ) above
- (F) Ocean Freight Charges upto Kolkata, India
- (G) Insurance Charges
- (H) Total CIF Kolkata value, ( E + F + G )
- (I) Total Value, ( H ) above
- (J) Total value in words :
- (K) Gross Weight :
- (L) Gross Volume

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

- (A) Unit Rate
- (B) Total Cost of 12,000 Meters of Tubing
- (C) Third Party Inspection charge for all 12,000 Meters.
- (D) Packing and Forwarding Charges
- (E) Total Ex-works value ( B + C + D )
- (F) Excise Duty, (Please indicate applicable rate of excise duty)
- (G) Sales Tax, (Please indicate applicable rate of Tax)
- (H) Total FOR Despatching station value, ( E + F + G )
- (I) Road Transportation charges to Hamira, Rajasthan
- (J) Insurance Charges
- (K) Total FOR Destination(Hamira, Rajasthan) value, ( H + I + J )
- (L) Total Value, ( K ) above
- (M) Total value in words :
- (N) Gross Weight :
- (O) Gross Volume :

**NOTE :**

1. The items covered under this tender shall be used by OIL in the PEL/ML areas issued/renewed after 01/04/99 and hence, applicable Customs Duty for import of goods shall be ZERO. Indigenous bidders must quote Deemed Export prices. Excise Duty under Deemed Export is exempted.

**D) EVALUATION OF BID :**

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

**I. COMMERCIAL :**

1.0 The evaluation of bids will be done as per the Commercial Bid Format (SUMMARY) detailed in Para C,12.0 above.

2.0 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is

any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.

3.0 For conversion of foreign currency into Indian currency, B.C. selling (Market) rate declared by State Bank of India, one day prior to the date of price bid opening shall be considered. However, if the time lag between the opening of the bids and final decision exceed 3(three) months, then B.C. Selling(Market) rate of exchange declared by SBI on the date prior to the date of final decision shall be adopted for conversion and evaluation.

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

**4.1 When only foreign bidders are involved :**

Comparison of bids will be done on the basis of "TOTAL VALUE" which is estimated as under :

- (A) Unit Rate
- (B) Total Cost of 12,000 Meters of Tubing
- (C) Third Party Inspection charge for all 12,000 Meters
- (D) Packing & FOB Charges
- (E) Total FOB Port of Shipment value, ( B + C + D ) above
- (F) Ocean Freight Charges upto Kolkata, India
- (G) Insurance Charges @ 1% of Total FOB Value vide ( E ) above
- (H) Banking Charges @ 0.5% of Total FOB Value vide ( E ) above in case of payment through Letter of Credit ( If confirmed L/C at buyer's account is required, 1.5% of Total FOB Value will be loaded )
- (I) Total CIF Kolkata Value, ( E+F +G+H ) above
- (J) Total Value, ( I ) above
- (K) Total value in words :

NOTE : Banking charge in the country of the foreign bidder shall be borne by the bidder.

**4.2 When only domestic bidders are involved or when more than one domestic bidders are in contention in case of mixed response :**

Comparison of bids will be done on the basis of "TOTAL VALUE" which is estimated as under :

- (A) Unit Rate
- (B) Total Cost of 12,000 Meters of Tubing
- (C) Third Party Inspection charge for all 12,000 Meters
- (D) Packing and Forwarding Charges
- (E) Total Ex-works value ( B + C + D )
- (F) Excise Duty, (Please indicate applicable rate of excise duty)
- (G) Sales Tax, (Please indicate applicable rate of Tax)
- (H) Total FOR Despatching station value, ( E + F + G )
- (I) Road Transportation charges to Hamira, Rajasthan
- (J) Insurance Charges @0.5% of Total FOR Despatching Station Value ( H ) above
- (K) Total FOR Destination(Hamira, Rajasthan) value, ( H +I +J)
- (L) Rajasthan Entry tax

- (M) Total Value, ( K+L ) above  
(N) Total value in words :

NOTE: Excise Duty in case of the indigenous bidder is EXEMPTED under Deemed Export.

**4.3 When both foreign and domestic bidders are involved :**

The Total Value of domestic bidder (inclusive of customs duty on imported raw material and components etc. and applicable terminal excise duty on the finished products and Sales Tax) excluding inland transportation to destination, State Entry Tax and Insurance charges worked out as per Para 4.2 above and Total Value of the foreign bidder worked out as per Para 4.1 above will be compared. No price preference will be allowed to indigenous bidders except that for capital goods, the domestic manufacturers would be accorded a price preference to offset CST to the extent of 4 % or actuals, whichever is less subject to 30 % local content norms as stipulated for World Bank Funded project to the satisfaction of OIL. When more than one domestic bidders fall within price preference range, inter-se-ranking will be done on Total Value basis.

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

5.0 Other terms and conditions of the enquiry shall be as per General Terms and Conditions for Global Tender. However, if any of the Clauses of the Bid Evaluation Criteria (BEC) mentioned here contradict the Clauses in the General Terms & Conditions of Global Tender of the tender and/or elsewhere, those mentioned in this BEC shall prevail.

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**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

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

**TO WHOM IT MAY CONCERN**

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

| <b>YEAR</b> | <b>TURN OVER</b><br><b>In INR Crores / US\$ Million*</b> | <b>NET WORTH</b><br><b>In INR Crores / US \$ Million</b><br><b>*</b> |
|-------------|--|--|
|             |  |  |
|             |  |  |
|             |  |  |

\* Rate of Conversion (if used any): USD 1.00 = INR. .... .

Place :

Date:

Seal:

Membership No ..

Registration Code:

Signature :

[\* Applicable only for GLOBAL tenders.]

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**PRICE BID FORMAT**

(Ref. Para C 12.0 of Annexure-II)

**(A) For FOREIGN BIDDER :**

| Srl. No. | DESCRIPTION   | Currency Quoted<br>( ) |
|----------|---|------------------------|
| 1.       | Unit Rate   |                        |
| 2.       | Total Cost for 12,000 Meters of Tubing              |                        |
| 3.       | Third Party Inspection charge for all 12,000 Meters |                        |
| 4.       | Packing & FOB Charges                               |                        |
| 5.       | Total FOB Port of Shipment value                    |                        |
| 6.       | Ocean Freight Charges upto Kolkata, India           |                        |
| 7.       | Insurance Charges                                   |                        |
| 8.       | Total CIF Kolkata,( Total Value)                    |                        |
| 9.       | Total value in words                                |                        |
| 10.      | Gross Weight :                                      |                        |
| 11.      | Gross Volume  |                        |

**(B) For INDEGINEOUS BIDDER :**

| Srl. No. | DESCRIPTION   | Currency Quoted<br>( ) |
|----------|---|------------------------|
| 1.       | Unit Rate   |                        |
| 2.       | Total Cost for 12,000 Meters of Tubing                        |                        |
| 3.       | Third Party Inspection charge for all 12,000 Meters           |                        |
| 4.       | Packing and Forwarding Charges                                |                        |
| 5.       | Total Ex-works value  |                        |
| 6.       | Excise Duty, (Please indicate applicable rate of excise duty) |                        |
| 7.       | Sales Tax, (Please indicate applicable rate of Tax)           |                        |
| 8.       | Total FOR Despatching station value                           |                        |
| 9.       | Road Transportation charges to Hamira,Rajasthan               |                        |
| 10.      | Insurance Charges   |                        |
| 11.      | Total FOR Hamira, Rajasthan value (Total Value)               |                        |
| 12.      | Total value in words  |                        |
| 13.      | Gross Weight :  |                        |
| 14.      | Gross Volume :  |                        |

**NOTE :**

1. The items covered under this tender shall be used by OIL in the PEL/ML areas issued/renewed after 01/04/99 and hence, applicable Customs Duty

for import of goods shall be ZERO. Indigenous bidders must quote Deemed Export prices. Excise Duty under Deemed Export is exempted.

2. **ANTI-DUMPING DUTY :**

Anti -Dumping Duty if any, shall be applicable as per the latest Govt. Guideline and will be payable by the bidder. Bidders are requested to note the same and quote accordingly.

Anti- Dumping Duty will be borne by the bidders as mentioned above. A categorical confirmation in this regard is required from the bidders along with their offer, otherwise their offer will not be considered for further evaluation.

3. **SAFE GUARD DUTY:**

Safe Guard Duty if any, shall be applicable as per the latest Govt. Guideline and will be payable by the bidder. Bidders are requested to note the same and quote accordingly.

Safe Guard Duty will be borne by the bidders as mentioned above. A categorical confirmation in this regard is required from the bidders along with their offer, otherwise their offer will not be considered for further evaluation.

4. Indigenous Party to quote for Transportation charges upto Thaiyat-Hamira which is 25 KM (approx.) from Jaisalmer Town (Rajasthan), Payment Terms, Delivery Period, Net. & Gross Weight etc. in their offer.

5. To evaluate the inter-se-ranking of the offers, Rajasthan Entry Tax on purchase value will be loaded as per prevailing Govt. of Rajasthan guidelines as applicable on bid closing date. Bidders may check this with the appropriate authority while submitting their offer.

However, payment of applicable Rajasthan Entry Tax on purchase value shall be to OIL's Account.

6. Indian agent on behalf of the principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously. In case of Indian agent, if the agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM.
7. Other terms and conditions of the enquiry shall be as per General Terms and Conditions for Global E-Tender vide MM/RP/GLOBAL/E-01/2005. However, if any of the Clauses of this tender document contradict the Clauses of the booklet MM/RP/GLOBAL/E-01/2005 elsewhere; those in this tender document shall prevail.

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