

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

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Tender No. : SJG5211P18

Tender Fee : INR 12,000.00 OR USD 200.00

Bid Security Amount : INR 3,25,000.00 OR USD 5,000.00

Bid Security Validity : 210 days from bid closing date

Tender sale period : 10.07.2017 to 01.08.2017

Bidding Type : SINGLE STAGE TWO BID SYSTEM

Bid Closing on : **08.08.2017 (at 11.00 Hrs. IST)**

Technical Bid Opening on : **08.08.2017 (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 99084908	<u>INTEGRAL VACCUM INSULATED TUBING</u> Integral VIT 4-1/2" X 2-7/8" N80 Inner Premium connection Standard: Tube according to API 5CT (latest Edition) & SY/T5324(Latest Edition) Nominal liner masses: 20 lbs/ft Outer Tube dia.: 4-1/2"(114.3mm) Inner Tube dia.: 2-7/8"(76mm) Outer Pipe OD & Wall Thickness: 114.3X6.88mm Inner Pipe OD & wall Thickness:76.00X5.56 mm Connection: Integral connection Connection Tension efficiency:100% Material outer tube: N80 Material Inner Tube: N80 Length, Joint: R2(30 to 32 ft) Max. Injection Steam Pressure:3045 PSI (21 Mpa) Max. Injection Steam temperature: 662 °F (350 °C) Insulation System: Multi silica based material with annulus vacuum	2,600	Meter

	<p>Thermal conductivity at 350°C,K value: Connection: ≤0.017 (BTU/ (ft. hour. °F); ≤0.08(W/m. °C) Body: ≤0.012 (BTU/ (ft. hour. °F); ≤0.02(W/m. °C) Overall: ≤0.013 (BTU/ (ft. hour. °F); ≤0.0209(W/m. °C) Sealing Mechanism: Metal to Metal</p> <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</p> <p>d) Integrity Pact- Annexure XII</p> <p>e) General Terms & 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 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 The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The Bidders shall submit both the “TECHNICAL” and “PRICED” bids through electronic form in the OIL’s e-Procurement portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded under **“Technical Attachment” Tab only. Bidders to note that no price details should be uploaded in “Technical Attachment” Tab Page. Details of prices as per Price Bid format/Priced bid can be uploaded as Attachment just below the “Tendering Text” in the attachment option under “Notes & Attachments” tab. A screen shot in this regard is given in the “Instruction to Bidder for Submission” file for guidance. Offer not complying with above submission procedure will be rejected as per Bid Evaluation Criteria mentioned in Part-2, (III)-Commercial Criteria.**

Regarding new bid submission procedure (effective from 12.04.2017 onwards), please refer **new vendor manual** available in OIL’s E-tender Site:



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
2. **SHRI SATYANANDA MISHRA, IAS(Retd.)**
Former Chief Information Commissioner of India &
Ex-Secretary, DOPT, Govt. of India
e-Mail ID : 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.** Bidders should also have Encryption Certificate along with Digital Signature Certificate (DSC) of Class III [Organization].

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.

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) 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.

SCOPE OF SUPPLY :

INTEGRAL VACCUM INSULATED TUBING

Integral VIT 4-1/2" X 2-7/8" N80 Inner Premium connection
Standard: Tube according to API 5CT (latest Edition) & SY/T5324(Latest Edition)
Nominal liner masses: 20 lbs/ft
Outer Tube dia.: 4-1/2"(114.3mm)
Inner Tube dia.: 2-7/8"(76mm)
Outer Pipe OD & Wall Thickness: 114.3X6.88mm
Inner Pipe OD & wall Thickness:76.00X5.56 mm
Connection: Integral connection
Connection Tension efficiency:100%
Material outer tube: N80
Material Inner Tube: N80
Length, Joint: R2(30 to 32 ft)
Max. Injection Steam Pressure:3045 PSI (21 Mpa)
Max. Injection Steam temperature: 662 °F (350 °C)
Insulation System: Multi silica based material with annulus vacuum
Thermal conductivity at 350°C,K value: Connection: ≤0.017 (BTU/ (ft. hour. °F); ≤0.08(W/m. °C)
Body: ≤0.012 (BTU/ (ft. hour. °F); ≤0.02(W/m. °C)
Overall: ≤0.013 (BTU/ (ft. hour. °F); ≤0.0209(W/m. °C)
Sealing Mechanism: Metal to Metal

QUANTITY : 2,600 Meters

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 2,600 Meters to decide the interse ranking of the bidder. Bidders are advised to take a note of above while preparing & submitting their offer.

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

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

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

1.6 QUANTITY TOLERANCE : Bidders should note that, in the event of order, quantity tolerance of +0%/-2% of order quantity will be applicable.

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 AGENCY:

(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 2,600 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) Integral Vacuum Insulated 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) Purchase preference policy-linked with Local Content (PP - LC) notified vide letter no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoP&NG shall be applicable in this tender. Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions specified in Annexure- III and shall have to submit all undertakings / documents applicable for this policy.

(g) 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.

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 failing which offer will be rejected. Bidders to ignore the BEC/BRC mentioned vide Section - E of General Terms and Conditions & Amendments to General Terms and Conditions for Global Tenders:

A. TECHNICAL CRITERIA**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 81.00 Lakh or equivalent US Dollar during any of the preceding three(03) 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 20.25 lakhs or equivalent US Dollar during any of the preceding three(03) 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 3,25,000/- or USD 5,000.00 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 2,600 Meters of Tubing
- (C) Third Party Inspection charge for all 2,600 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 2,600 Meters of Tubing
- (C) Third Party Inspection charge for all 2,600 Meters.
- (D) Packing and Forwarding Charges
- (E) Total Ex-works value (B + C + D)
- (F) GST, (Please indicate applicable rate of GST)
- (G) Total FOR Despatching station value, (E + F)
- (H) Road Transportation charges to Hamira, Rajasthan
- (I) Insurance Charges
- (J) Total FOR Destination(Hamira, Rajasthan) value, (G + H + I)
- (K) Total Value, (J) above
- (L) Total value in words :
- (M) Gross Weight :
- (N) Gross Volume :

NOTE :

1. **On implementation of GST w.e.f 01.07.2017, GST shall be applicable against this tender. Bidder to quote their price exclusive of GST and clearly indicate the applicable GST rate.** Oil India Ltd., Rajasthan Project's GST provisional ID No. : 08AAACO2352C1ZX.

2. 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 considering the benefit under GST regime and the same should be clearly mentioned in the offer.

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 2,600 Meters of Tubing
- (C) Third Party Inspection charge for all 2,600 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 2,600 Meters of Tubing
- (C) Third Party Inspection charge for all 2,600 Meters
- (D) Packing and Forwarding Charges
- (E) Total Ex-works value (B + C + D)
- (F) GST, (Please indicate applicable rate of GST)
- (G) Total FOR Despatching station value, (E + F)
- (H) Road Transportation charges to Hamira, Rajasthan
- (I) Insurance Charges @0.5% of Total FOR Despatching Station Value (G) above
- (J) Total FOR Destination(Hamira, Rajasthan) value, (G + H +I)
- (K) Total Value, (J) above
- (L) Total value in words :

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 GST on the finished products) excluding inland transportation to destination 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.

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.

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.

YEAR	TURN OVER In INR Crores / US\$ Million*	NET WORTH In INR Crores / US \$ Million *

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

Place :

Date:

Seal:

Membership No ..

Registration Code:

Signature :

[* Applicable only for GLOBAL tenders.]

PRICE BID FORMAT

(Ref. Para C 12.0 of Annexure-II)

TENDER No. :SJG5211P18

(A) For FOREIGN BIDDER :

Srl. No.	DESCRIPTION	Currency Quoted ()
1.	Unit Rate	
2.	Total Cost for 2,600 Meters of Tubing	
3.	Third Party Inspection charge for all 2,600 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 ()
1.	Unit Rate	
2.	Total Cost for 2,600 Meters of Tubing	
3.	Third Party Inspection charge for all 2,600 Meters	
4.	Packing and Forwarding Charges	
5.	Total Ex-works value	
6.	GST, (Please indicate applicable rate of GST)	
7.	Total FOR Despatching station value	
8.	Road Transportation charges to Hamira,Rajasthan	
9.	Insurance Charges	
10.	Total FOR Hamira, Rajasthan value (Total Value)	
11.	Total value in words	
12.	Gross Weight :	
13.	Gross Volume :	

NOTE :

- On implementation of GST w.e.f 01.07.2017, GST shall be applicable against this tender. Bidder to quote their price exclusive of GST and clearly indicate the applicable GST rate.**
- 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 considering the benefit under GST regime and the same should be clearly mentioned in the offer.

3. **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.

4. **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.

5. 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.
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.

Provisions to be incorporated in the ITB of tenders for procurement of Goods pertaining to Oil & Gas business activities covered under Purchase preference Policy (linked with Local Content) (PP-LC)

Purchase preference policy (linked with Local Content)(PP-LC) notified vide letter no.O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoPNG.

1. 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 free of cost tender document 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.
2. Bidders seeking Purchase preference (linked with Local Content)(PP-LC) shall be required to meet / exceed the target of Local Content (LC) of **50%**.
- 2.1 Such bidders shall furnish following undertaking from the manufacturer on Manufacturer's letter head along with their techno-commercial bid. The undertaking shall become a part of the contract.

"We _____ (Name of Manufacturer) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. _____ (to be filled as notified at Enclosure I of the policy) for claiming purchase preference linked with Local Contents under the Govt. policy against under tender no. _____."

- 2.2 Above undertaking shall be supported by the following certificate from Statutory Auditor engaged by the bidder, on the letter head of such Statutory Auditor.

"We _____ the statutory auditor of M/s _____ (name of the bidder) hereby certify that M/s _____ (name of manufacturer) meet the mandatory Local Content requirements of the Goods and/or Services i.e. _____ (to be filled as notified at Enclosure I of the policy) quoted vide offer No. _____ dated _____ against OIL's tender No. _____ by M/s _____ (Name of the bidder)."

Note :

- a. In case of bidder(s) for whom Statutory Auditor is not required as per law required certificates shall be provided by a practicing Chartered Accountant.
 - b. In case the manufacturer himself is bidding then the certificate shall be submitted by the Statutory Auditors of the manufacturer who shall provide the break-up of the cost component as per Enclosure . II of the policy documents.
 - c. In case of bidder is a supplier quoting on behalf of manufacturer then the certificate shall be submitted by the Statutory Auditors of the supplier who shall provide the break-up of the cost component of the manufacturer as per Enclosure . II of the policy documents. The responsibility for the certificate provided by the statutory auditor of the supplier shall be that of the supplier.
 - d. In case the tender scope covers testing, installation and commissioning and any other services in respect of the supplied goods/equipments then such costs shall also be considered in LC for which the bidder shall provide certificate from the Statutory Auditors or the Chartered Accountants as the case may be.
- 2.3 At the bidding stage the bidder shall provide Break-up of %Local Component+ and %Imported Component+ in the prescribed format enclosed as Enclosure-II of the policy document and submit / uploaded(in the e-procurement portal in case of e-tender) along with their price .
 3. Eligible (techno-commercially qualified) LC bidder shall be granted a purchase preference of 10% i.e. where the evaluated price is within 10% of the evaluated lowest price of Non Local Content (NLC) bidder, other things being equal. Accordingly, purchase preference

shall be granted to the eligible (techno-commercially qualified) LC bidder concerned, at the lowest valid i.e. NLC price bid.

- 3.1 Only those LC bidders whose bids are within 10% of the NLC L1 bid would be allowed an opportunity to match L1 bid. All the eligible LC bidder shall be asked to submit their confirmation to match their price in sealed envelopes. Envelopes of the bidders shall be opened and award shall be made to the lowest evaluated TA/CA (Techno-Commercially Acceptable) bidder among the eligible LC bidders. In case the lowest eligible LC bidder fails to match L1 price, the next eligible LC bidder will be awarded the prescribed quantity and so on. In case none of the eligible LC bidders matches the L1 bid, the actual bidder holding L1 price will secure the order.
4. Order for supply of 50% of the tendered quantity would be awarded to the lowest techno-commercially qualified LC bidder, subject to matching with valid NLC L1 price. The remaining quantity will be awarded to L1 (i.e. NLC bidder). Prescribed 50% tendered quantity for LC bidders shall not be further sub-divided among eligible LC bidders.
- 4.1 However, if L1 bidder happens to be a LC bidder, the entire procurement value shall be awarded to such bidder.
- 4.2 When the tendered goods/services cannot be divided in the exact ratio of 50% / 50% then OIL reserves the right to award on lowest eligible PP-LC bidder for quantity not less than 50% as may be dividable.

For example

In case tendered quantity is 3 (not divisible in the ratio of 50:50), PP-LC bidder shall get order for 2 nos. only and the rest will go to L-1 (NLC bidder).

OR

(Alternate clause applicable for cases where tendered quantity cannot be divided).

4. The tendered quantity is not splittable / 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.
5. For the purpose of this policy, all terms used vide aforesaid policy shall be governed by the definitions specified at para 2 of the policy document notified by MoPNG vide letter No. O-27011/44/2015-ONG/II/FP dated 25.04.2017.
6. The successful bidder shall be obliged to fulfill the requirements of quality and delivery time in accordance with the provisions of the Purchase order/contract.

OIL shall have the right to satisfy itself of the production capability and product quality of the manufacturer.

7.0 Determination of LC

- 7.1 LC shall be computed on the basis of the cost of domestic components in goods compared to the whole cost of product. The whole cost of product shall be constituted of the cost spent for the production of goods, covering direct component (material) cost, direct manpower cost, factory overhead cost and shall exclude profit, company overhead cost and taxes for the delivery of goods.
- 7.2 The criteria for determination of the Local Content cost shall be as follows :
 - a) In the case of direct component (material), based on country of origin.
 - b) In the case of manpower based on INR component and
 - c) In the case of working equipment/facility, based on the country or origin.
- 7.3 The calculation of LC of the combination of several kinds of goods shall be based on the ratio of the sum of the multiplication of LC of each of the goods with the acquisition price of each goods to the acquisition price of the combination of goods.

8.0 Calculation of LC and Reporting

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

8.2 Formats for the calculation of LC of goods is given in this document.

9.0 Certification and Verification

9.1 Bidder seeking Purchase Preference under the policy, shall be obliged to verify the LC of goods as follows :

9.1.2 At bidding stage :

a) Price Break-up

- (i) The bidder shall provide break-up of %Local Component+ and %Imported Component+along with the price bid as per provisions under clause 2.3.
- (ii) Bidder must have LC in excess of the specified requirement.

b) Undertaking by the bidder

- i. The bidder shall submit undertaking along with the techno-commercial bid as per clause no.2.1, such undertaking shall become a part of the contract.
- ii. Bidder shall also submit the list of items / services to be procured from Indian manufacturers / service providers.

c) Statutory Auditor's Certificate

The Undertaking submitted by the bidder shall be support by a certificate from Statutory Auditor as per clause 2.2.

9.1.3 After Contract Award

- a) In the case of procurement cases with the value less than Rs. 5 crore (Rupees Five Crore), the LC content may be calculated (self-assessment) by the supplier of goods and/or the provider of services and certified by the Director/Authorized Representative of the Company.
- b) The verification of the procurement cases with the value Rupees Five Crore and above shall be carried out by a Statutory Auditor engaged by the bidder.

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

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

9.4 Where currency quoted by the bidder is other than Indian Rupee then the bidder claiming benefits under PP-LC shall consider exchange rate prevailing on the date of notice inviting tender (NIT) for the calculation of Local Content.

9.5 OIL shall have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.

10 Sanctions

10.1 OIL shall impose sanction on bidder/manufacturers/service providers for not fulfilling LC of goods/services in accordance with the value mentioned in certificate of LC.

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

- 10.3 If the bidder does not fulfill his obligation after the expiration of the period specified in such warning. OIL shall initiate action for blacklisting such bidder/ successful bidder.
- 10.4 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.
- 10.5 In pursuance of the clause No.10.4 above, towards fulfillment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC, the bidder shall have to submit additional Bank Guarantee (format attached at Enclosure B) equivalent to the amount of PBG.
11. Bidders should note that PP . LC shall not be available in case of procurement of goods / services falling under the list of items reserved for exclusive purchase from Micro and Small Enterprise (MSEs) or Domestically Manufactured Electronic Products (DMEP).

Proforma of Bank Guarantee towards Purchase Preference – Local Content

Ref. No. _____

Bank Guarantee No. _____

Dated _____

To

Oil India Limited

India

Dear Sirs,

1. In consideration of _____ (hereinafter referred to as OIL, which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. _____ dated _____ (hereinafter called ~~the~~ CONTRACT~~q~~ which expression shall include all the amendments thereto) with M/s _____ having its registered/head office at _____ (hereinafter referred to as the ~~CONTRACTOR~~q which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and OIL having agreed that the CONTRACTOR shall furnish to OIL a Bank guarantee for India Rupees/US\$ _____ for the faithful fulfillment of conditions pertaining to Local Content in accordance with the value mentioned in the certificate of Local Content submitted by the contractor for claiming purchase preference under the Purchase Preference Policy (linked with Local Content).

2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as ~~the~~ Bank~~+~~, which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay to OIL immediately on first demand in writing any / all money to the extent of Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by OIL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thin whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by OIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency 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 relieved 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 which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of OIL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till OIL discharges this guarantee in writing, whichever is earlier.

6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of OIL or that of the CONTRACTOR.

7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.

9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs./US\$(in figures) _____ (Indian Rupees/US Dollars (in words) _____) and our guarantee shall remain in force until _____(indicate the date of expiry of bank guarantee).

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of OIL under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of OIL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this _____ date of _____ 20____ at _____

WITNESS NO.1

(Signature)
Full name and official address
(in legible letters)
Stamp

(Signature)
Full name, designation and address
(in legible letters)
With Bank

WITNESS NO.2

Attorney as per power of
Attorney No. _____
Dated _____

(Signature)
Full name and official address
(in legible letters)
Stamp

FORMATS FOR CALCULATION OF LOCAL CONTENT IN GOODS/SERVICES/EPC CONTRACTS:

A. GOODS: (As per Enclosure II of PP-LC Policy)

CALCULATION OF LOCAL CONTENT- GOODS

Name of Manufacturer	Calculation by manufacturer Cost per one unit of product			
Cost component	Cost (Domestic component) a	Cost (Imported component) b	Cost Total Rs./Foreign Currency (To be specified by the manufacturer) c = a+b	%Domestic Component d = a/c
I. Direct material cost				
II. Direct labour cost				
III. Factory overhead				
IV. Total production cost				

Note:

$$\% \text{ LC Goods} = \frac{\text{Total cost (IV.c)} - \text{Total imported component cost (IV.b)}}{\text{Total Cost (IV.c)}} \times 100$$

$$\% \text{ LC Goods} = \frac{\text{Total domestic component cost (IV.a)}}{\text{Total Cost (IV.c)}} \times 100$$

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

AUTHORISATION FOR ATTENDING BID OPENING

Date : _____

TO

Chief Manager (M&C),
Oil India Limited, Rajasthan Project,
02-A, District Shopping Centre,
Saraswati Nagar, Basni,
Jodhpur-342005,
Rajasthan, India

Sir,

Sub: OIL's e-Tender No. SJG5211P18

We authorise Mr. /Ms. _____ (Name and address) to be present at the time of opening 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.

&&&&&&&&&&&&

FORM OF BID SECURITY (BANK GUARANTEE)

Ref. No.

Bank Guarantee No.

TO
OIL INDIA LIMITED
For DGM-SERVICES
RAJASTHAN PROJECT
JODHPUR-342005

WHEREAS, (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 , 2016.

THE CONDITIONS of this obligation are:

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

Or

2. If the Bidder, having been notified of the acceptance of their bid by the 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)

Date.....

Place.....

· The Bidder should insert the amount of the guarantee in words and figures denominated in the currency of the Company's country or an equivalent amount in a freely convertible currency.

· The Date of Expiry of Bank Guarantee should be 210 days after the bid closing date as stated in the tender document

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

A.Issuing Bank

1. Full address of the bank:

2. Email address of the bankers:

3. Mobile nos. of the contact persons:

B.Controlling Office

1. Address of the controlling office of the BG issuing banks:

2. Name of the contact persons at the controlling office with their mobile nos. and email address:

Signature& Seal of the Bank

FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)*

To:

(Name of Company)

(Address of Company)

WHEREAS (Name and address of Contractor)
(hereinafter called “Contractor”) had undertaken, in pursuance of Contract
No..... Dated to execute (Name of Contract and brief description
of the work) (hereinafter called “the Contract”), AND
WHEREAS it has been stipulated by you in the said Contract that the Contractor
shall furnish you with a bank guarantee by a recognised bank for the sum
specified therein as security for compliance with his obligations in accordance
with the Contract;

AND

WHEREAS we have agreed to give the Contractor such a Bank Guarantee, now
THEREFORE we hereby affirm that we are the Guarantor and responsible to you,
on behalf of the Contractor, up to a total of (Amount of Guarantee)**
..... (in words) such sum being payable in
the type and proportions of currencies in which the Contract Price is payable, and
we undertake to pay you, upon your first written demand and without cavil or
argument, any sum or sums within the limits of the guarantee sum as aforesaid
without your needing to prove or to show grounds or reasons for your demand for
the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the
Contractor before presenting us with the demand.

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

This guarantee is valid until the date (.....)**(calculated at **3 months** after
Contract completion date).

SIGNATURE & SEAL OF THE GUARANTOR :.....

Name of Bank

:.....

Address :.....

.....

Date :.....

* Bidders are NOT required to complete this form while submitting the bid.

**An amount is to be inserted by the guarantor, representing the percentage of the Contract price specified in the Contract, and denominated either in the currency of the Contract or in a freely convertible currency acceptable to the Company as per para 29.0 of Part-1.

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

A.Issuing Bank

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

B.Controlling Office

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

Signature& Seal of the Bank

NOTE :

The following is the Bank details of OIL, Rajasthan Project for obtaining Bank Guarantee:

Bank Details of Beneficiary(OIL, Rajasthan Project)	
a) Bank Name	CORPORATION BANK
b) Branch Name	JODHPUR BRANCH (0492)
c) Branch Address	No. 76, LK TOWER, CHOPASANI ROAD, JODHPUR-342003, RAJASTHAN
d) Banker Account No.	049200201000626
e) Type of Account	CURRENT ACCOUNT
f) IFSC Code	CORP0000492
g) MICR Code	342017002
h) SWIFT Code	N/A
i) Contact No.	0291-2649128, 2625504
j) Contact Person Name	MR. P. RAMNATH DIWAKAR
k) Fax No.	-
l) Email Id	cb492@corpbank.co.in

END OF TENDER DOCUMENT