



ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्यम)
Oil India Limited
(A Government of India Enterprise)

**Materials Department
(Rajasthan Project)**
02-A, District Shopping Centre,
Saraswati Nagar, Basni
Jodhpur – 342 005
Rajasthan, India.
Phone -0291-2729466
Fax : 0291-2727050

TENDER NO. SJG5344P18

INVITATION TO e-BID UNDER SINGLE STAGE TWO BID SYSTEM

Dear Sirs,

OIL invites Bids for the supply of **Downhole Heater with Accessories** through its e-Procurement site under **International Competitive Bidding (ICB) - Single Stage Two Bid System**. The bidding documents and other terms and conditions are available at Booklet No. MM/LOCAL/E-01/2005. The prescribed Bid Forms for submission of bids are available in the tender document folder.

The general details of tender can be viewed by opening the RFx [Tender no.] under RFx and Auctions page. The details of items tendered can be found under Item tab and details can be found under Technical RFx.

The tender is invited with firm price for the specified quantity. Further details of tender are given in Technical Rfx -> External Area -> Tender Documents as **ANNEXURE IA**.

THE TENDER WILL BE GOVERNED BY:

- a) "General Terms & Conditions" for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (LCB Tenders). Special attention to the bidders is drawn to Section – E of the document.
- b) Technical specifications, Quantity and Notes for the **Downhole Heater with Accessories** as per **Annexure – IA**.
- c) The prescribed Bid Forms for submission of bids are available in the Technical Attachments. Technical Checklist and Commercial Checklist must be filled-up and submitted along with the technical bid.
- d) The items covered by this tender shall be used by Oil India Limited in the PEL/ML areas which are issued/renewed after 01/04/99 and hence Nil Customs Duty during import will be applicable. Indigenous bidder shall be eligible for Deemed Export Benefit against this purchase. Details of Deemed Export Benefit are furnished vide Addendum to MM/GLOBAL/E-01/2005 – July 2012 enclosed.

- e) 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 “Doc10 CA certificate”. The same must be submitted along with the bid.

SPECIAL NOTE:

- 1.0 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 **Chief Manager (M&C), Oil India Limited, Rajasthan Project, 2A, Saraswati Nagar, District Shopping Centre, Basni, Jodhpur-342005, Rajasthan** on or before the Bid Closing Date mentioned in the Tender.

- a) Original Bid Security.
- b) Detailed Catalogue.
- c) Any other document required to be submitted in original as per tender requirement.

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

- 2.0 Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the NIT or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in rejection of its offer without seeking any clarifications.
- 3.0 OIL INDIA LIMITED (OIL) has upgraded its E-tender Portal. As part of the new system, the intending bidder must have Encryption Certificate along with Digital Signature Certificate (DSC) of Class III [Organization]. The date for implementation of new system is 12th April 2017 and the requirement of the new DSC will be applicable for the tenders floated on 12th April 2017 onwards. All our current and prospective esteemed bidders are therefore requested to acquire Class III DSC [Organization] along with Encryption Certificate issued by any of the Licensed Certifying Authorities (CA) operating under Controller of Certifying Authorities (CCA) of India as per Indian IT Act 2000. Guideline for getting Digital Signature and other related information are available on the e-tender website www.oil-india.com. The bid signed using any other digital certificate or digital certificate without organization name of the bidder, will be liable for rejection.
- 4.0 Encryption certificate is mandatorily required for submission of bid. In case bidder created response using one certificate (using encryption key) and bidder subsequently changes the digital signature certificate then the old certificate (used for encryption) is required in order to decrypt his encrypted response for getting the edit mode of his response. Once decryption is done, the bidder may use his new DSC certificate for uploading and submission of his offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of DSC certificate, Oil India Limited is not responsible.
- 5.0 **Two Bid System** shall be followed for this tender and only the price-bids of the bidders whose offers are commercially and technically acceptable shall be opened for further evaluation.

- 6.0 Please ensure that Technical Bid / all technical related documents related to the tender are uploaded in the Technical RFx Response-> User - > Technical Bid only. The "TECHNO-COMMERCIAL UNPRICED BID" shall contain all techno-commercial details except the prices. **Please note that no price details should be uploaded in Technical RFx Response.**
- 7.0 The "PRICE BID" must be strictly as per the price format provided with the tender documents under "Notes & Attachments" tab of the e-tender on OIL's e-tender portal.
- 8.0 Please refer Annexure-IB for BEC/BRC applicable against this tender. Please ensure compliance to BEC/BRC and submit requisite documentation, failing which offer may be liable for rejection.
- 9.0 Bidder are advised to fill up the Technical bid check list and Response sheet & Bank Details as per given format along with the tender documents. For details please refer "**E-Tender User Manual**".
- 10.0 Amendments to the NIT after its issue will be published on OIL's website only. Revision, clarification, addendum, corrigendum, time extension etc. to the tender will be hosted on OIL website only. No separate notification shall be issued in the press. Prospective bidders are requested to visit website regularly to keep themselves updated.
- 11.0 Bid must be submitted electronically only through OIL's e-procurement portal. Bid submitted in any other form will be rejected.
- 12.0 Bidders to take special note of the following conditions:
- 12.1 Against Tender Fee – Payment should be made only through online mode and no other instrument (Cash/DD/Cheques/Cashier Cheque, etc) will be acceptable.
- 12.2 Against Bid Security/EMD/Performance Bank Guarantee – Only payments through online mode or Submission of Bank Guarantee/LC will be acceptable. No DD/Cheques/Cashier Cheque or any other mode will be acceptable.
- 13.0 Attention about GST: Please ignore the details given about the taxes, duties & levies in anywhere in Tender documents which is not applicable now after implementation of GST with effect from 01.07.2017. Others all terms and condition remains same. Referred annexure for GST uploaded under Technical bid.
- 14.0 **Offer from the bidders on whom there is an unexecuted order for this tendered item placed from oil India Limited Jodhpur will not be considered against this tender**

Yours faithfully,
OIL INDIA LIMITED
Sd/-
(DAYA SHANKAR)
MANAGER(M&C)
FOR GM(SERVICES)

OIL INDIA LIMITED
 (A Govt. of India Enterprise)
 Rajasthan Project,
 02-A, SARASWATI NAGAR,
 DISTRICT SHOPPING CENTRE, BASNI
 JODHPUR- 342005,
 RAJASTHAN, INDIA

Fax-0291 2727050
 Ph-0291 2727048
 Email: mat_rp@oilindia.in

Tender No. & Date : SJG5344P18

Tender Fee : INR 30,000.00 OR USD 500.00
 Bid Security Amount : INR 1,051,000.00 OR USD 16,255.00
 (or equivalent Amount in any currency)

Bidding Type : Two Bid

Bid Closing On : 26.09.2017 at 15:00 hrs. (IST)
 Bid Opening On : 26.09.2017 at 15:00 hrs. (IST)

Performance Guarantee : Applicable

OIL INDIA LIMITED invites Global tenders for items detailed below:

Item No./ Mat. Code	Material Description	Quantity	UOM
10 0C000260	DOWNHOLE HEATER REFER ANNEXURE - AA BELOW.	2	NO
20 0C000242	WELL HEAD REFER ANNEXURE-AA BELOW.	2	NO
30 0C000242	GENERATING SET REFER ANNEXURE-AA BELOW.	2	NO
40 0C000662	STEP UP TRANSFORMER REFER ANNEXURE-AA BELOW.	2	NO
50 0C000243	SURFACE ELECTRICAL POWER CABLE REFER ANNEXURE-AA BELOW.	2	NO
70 0C000260	RECOMMENDED SPARES & CONSUMABLES REFER ANNEXURE-AA BELOW.	1	NO
	Eqpt. Preparation, Inst, Comm & startup		
	AMC for 1 year		

Standard Notes: ALL ITEMS ARE TO BE PROCURED FROM SAME SOURCE.

Tender No. & Date : SJG5344P18

CALL OUT NOTICE FOR INSTALLATION AND COMMISSIONING WILL BE ISSUED WITHIN ONE (01) YEAR FROM THE DATE OF RECEIPT AND ACCEPTANCE OF MATERIAL AT SITE.

1) Materials to be supplied hereunder shall be new, unused, of recent make, of best quality & workmanship and shall be guaranteed by the seller against defects arising from faulty materials, workmanship or design. Defective goods / materials or parts notified by OIL to the seller shall be replaced immediately by the supplier at the supplier's expense at no extra cost to OIL.

Note : Guarantee /Warranty Certificate for one year will be required along with the supply.

2) The prices offered will have to be firm through delivery as stipulated in the tender and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and rejected.

3) Other terms and conditions of the enquiry shall be as per General Terms and Conditions for Global E-Tender vide MM/GLOBAL/E-01/2005. However, if any of the Clauses of this tender document contradict the Clauses of the booklet MM/GLOBAL/E-01/2005 elsewhere, those in this tender document shall prevail.

4) Bidders to note that Govt. of India under Micro, Small and Medium Enterprises Development (MSMED) Act 2006, has proclaimed the Public Procurement Policy, 2012 with effect from 1st April, 2012 in respect of procurement of goods and services, produced and provided by micro and small enterprises, by its Ministries, Departments and Public Sector Undertakings for promotion and development of Micro and Small Enterprises. A new Clause on applicability of Public Procurement Policy for procurement of goods from Micro and Small Enterprises(MSE) in the tender is furnished vide Amendment to General Terms and Conditions for e-procurement (MM/LOCAL/E-01/2005). Bidders are requested to take note of the same and to submit their offers accordingly.

5) The Integrity Pact is applicable against this tender. Therefore, please attach the Integrity Pact document duly signed along with your quotation as per BRC. The name of the OIL's Independent External Monitor at present are as under:

1. SHRI RAJIV MATHUR, IPS (Retd.),
 2. SHRI SATYANANDA MISHRA, IAS(Retd.)
 3. SHRI JAGMOHAN GARG, Ex-Vigilance Commissioner, CVC
- The email ids are furnished in OIL's website, www.oil-india.com

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

7) The original bid security (Amount is mentioned above and also in Rfx Parameters of the tender in OIL's e-portal) should reach us before bid closing date and time of the technical bid. Bid without original Bid Security will be rejected. The bidders who are exempted from submitting the Bid Bond should attach documentary evidence in the Technical RFx Response-> User -> Technical Bid as per General Terms and conditions for E-procurement(MM/LOCAL/E-01/2005). The bid security shall be valid up to 30.04.2018. Only payments through online mode or Submission of Bank Guarantee/LC will be acceptable. No DD/Cheques/Cashier Cheque or any other mode will be acceptable.

8) Performance Security @10% of order value is applicable against this tender. Please refer General Terms and conditions for E-procurement (MM/LOCAL/E-01/2005).

9) GST (Goods & Service Tax) will be cost loaded as quoted and in line with provisions of the bidding document. Any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders.

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10) GST Clause: Please refer to Annexure - GST.

11) Purchase Preference (Linked to Local Content) shall be applicable against this tender. Please refer to Annexure-PP-LC.

Special Notes : AA. Purchase preference policy (linked with Local Content)(PP-LC)

a) Ministry of Petroleum & Natural Gas, Government of India implemented PP-LC Policy to provide Purchase Preference (linked with local content) by notification no. Ref. O-27011/44/2016-ONG-II/FP dtd. 25.04.2017.

b) As per the PP-LC policy, 50% of the tendered quantity would be awarded to the lowest techno-commercially qualified LC (Local Content) manufacturer / supplier which are within the price band of 10% of the L1, subject to matching the L1 price. Bidders seeking Purchase preference (linked with Local Content)(PP-LC) shall be required to meet / exceed the target of Local Content (LC) as per values furnished vide MOPNG notification no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 as on the bid closing date. The remaining quantity will be awarded to L1 (i.e. Non Local Content (NLC) manufacturer / supplier not meeting prescribed LC criteria).

c) 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.

d) Price Break-up: The bidder shall provide break up of "Local component" and "Imported Component" along with their price bid.

e) 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. _____."

f) Above undertaking shall be supported by the following certificate from Statutory Auditor engaged by the bidder, on the letter head of such Statutory Auditor (as per the provisions of the aforesaid policy):

"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).

g) Failure to submission of documents as mentioned in a), b) & c) above will be treated as "Calculation of LC is not verifiable, the value of LC of the said component shall be treated as NIL" and hence will not be eligible for PP-LC.

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h) At the time of bidding, the bidder has to confirm in their bid for submission/complying the following in the event of order:

1) In case of procurement of goods under PP-LC, the LC content may be calculated by the supplier and the verification of the procurement of goods, service shall be carried out by a Statutory Auditor engaged by the bidder.

2) The supplier shall provide the necessary local content documentation to the statutory auditor, which shall review and determine the local content requirements have been met, issue a local content certificate to that effect on behalf of procuring company, stating the percentage of local content in the good or service measured.

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.

i) 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. View this, the supplier shall confirm in their bid for submission of PBG (PBG-PPLC) of 10% of the contract value which shall be valid throughout the execution of the contract(format as provided vide the notification). This PBG-PPLC is in addition to the PBG, which is required to be submitted by the successful bidder as per OIL's general terms & condition. Bidders to provide an undertaking complying to the submission of additional PBG along with their bid, in case of availing PPLC benefit.

j) 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).

Section-III

BID EVALUATION CRITERIA/BID REJECTION CRITERIA

In addition to the General Terms and Conditions for E-procurement (MM-GLOBAL-E-01-2005), the following BEC / BRC criteria will be applicable against this tender:

A) BID REJECTION CRITERIA (BRC):

The Bid shall conform generally to the specifications and terms and conditions including the scope of work/supply given in the bidding document. Bids will be rejected in case services offered do not conform to the required parameters stipulated in the technical specifications/scope of work/terms of reference. Notwithstanding the general conformity of the bid to the stipulated specifications/terms, the following requirements will have to be particularly met by the bidders without which the same will be considered as non-responsive and rejected.

1.0 TECHNICAL

1.1 The bidder should have experience of Design, manufacturing, supply and installation of equipment/material as specified in Broad scope work of the tender document.

1.2 The Bidder must have experience of successfully executing at least one similar order for not less than INR 2.67 Crores or US\$ 4,12,929.00 in preceding 5 (five) years to be reckoned from the original stipulated bid closing date of the tender.

(Note: Documents establishing successful execution as above must be submitted along with the techno-commercial bid. These documents should be in the form of duly attested copies of Purchase order/contracts/work order/completion certificate/payment certificate etc. issued by clients, failing which offer will be rejected.)

1.3 The Bidder should be able to provide services of adequately qualified and trained/experienced key-manpower for intended work as specified under clause 15 of SECTION – I (Scope of Work/Supply). Technical bid should include bio-data of the personnel proposed to be deployed which shall comply with the requirements, failing which the offer will not be accepted.

1.4 Bids which do not include all the jobs/services mentioned in the tender document will be considered as incomplete and rejected.

1.5 Offer from the bidders on whom there is an unexecuted order for this tendered item placed from oil India Limited Jodhpur will not be considered against this tender.

1.6 FINANCIAL: The bidder shall have an annual financial turnover of minimum INR 2.67 Crores or US\$ 4,12,929.00 during any of the preceding 03 (three) financial years reckoned from the original bid closing date.

1.5.1 In case of Consortium, the leader of the consortium shall have an annual financial turnover as mentioned in clause 1.5 above and the other members of the consortium should meet minimum turnover of INR 1.335 Crores (=US\$ 2,06,464.00) during any of the preceding 03 (three) financial years reckoned from the original bid closing date.

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

1.5.3 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 attached document “*Doc10 CA certificate*”.

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.

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

1.6 Bid from Indian Company / India Joint Venture Company with Technical Collaboration/ Joint Venture Partner:

a) In case, the bidder is an Indian Company / Indian Joint Venture Company, who meets the Financial Turnover criteria as per clause No.1.5 but do not meet criterion as per clause Nos. 1.1 and 1.2 above, may also bid on the strength of Technical Collaborator / Joint Venture Partner who meets the criteria laid down at clause No. 1.2.

b) Indian bidders quoting based on technical collaboration/ joint venture, shall submit a Memorandum of Understanding (MOU) / Agreement with their technical collaborator/ joint venture partner clearly indicating their roles under the scope of work which shall be addressed to OIL and shall remain valid and binding for the entire duration period under this tender/order/contract.

1.7 Bid from Consortium of companies:

In case, the bidder is a consortium of companies, the following requirement should be satisfied by the bidder:

- a) The Leader of the consortium (Principal Bidder) shall have experience of Design, Manufacturing, supply and installation of Down-hole heater and satisfy the minimum experience requirement as per clause No. 1.1 and/or 1.2 above.
- b) If the Leader of the consortium (Principal Bidder) does not fully meet the requirement as per clause No. either 1.1 or 1.2 above, then the shortfall shall be individually met by any of the consortium members. In case, the leader satisfies only Clause No. 1.1 above, then any of the consortium members individually shall meet clause No. 1.2 mentioned above. Or in case, the leader satisfies only Clause No. 1.2 then any of the consortium members individually shall meet clause No. 1.1 above.
- c) The LEADER or any of the other consortium members individually shall have to meet the financial criterion mentioned in Clause No. 1.5 above.
- d) Consortium bids shall be submitted with a Memorandum of Understanding between the consortium members duly signed by the authorized Executives of the consortium members clearly defining the role/scope of work of each partner/member, binding the members jointly and severally to the responsibility for discharging all obligations under the contract and identifying the Leader of Consortium. Unconditional acceptance of full responsibility for executing the 'Scope of Work' of this bid document by the Leader of the Consortium shall be submitted along with the Techno-commercial bid.
- e) Only the Leader of the consortium shall buy the bid document, submit bid and sign the order/contract agreement (in the event of award of order/contract) on behalf of the consortium.
- f) The Bid Security shall be in the name of the Leader of the consortium on behalf of consortium with specific reference to consortium bid and name & address of consortium members. Similarly the Performance Security shall be submitted by the Leader on behalf of the consortium.

1.8 Bidder(s) quoting in Collaboration / joint venture Partnership/ Consortium with any firm are not allowed to quote separately/independently against this tender. The collaborator is also not allowed to quote separately/independently against this tender. All the bids received in such case will be summarily rejected.

1.9 DOCUMENTS:

Bidders must furnish documentary evidences, in support of fulfilling the entire above requirement as under along with the Techno-Commercial Bid:

- a) Copies of relevant pages of order/contract & Completion Certificate issued by the clients in support of successful execution as per above clause Nos.1.1 & 1.2 must be submitted along with the techno-commercial bid. These documents should be in the form of duly attested copies of order/contract/work order & completion certificate/payment certificates etc. issued by clients. The language for such certificates should be in English. In case order/contract & Completion Certificate are in any other language, certified translation has to be provided.
- b) Audited balance sheets and profit and loss accounts for last 3(three) years in equivalent INR or US\$ as mentioned in clause No. 1.5 above.

c) MOU or legally acceptable documents (wherever applicable) in support of collaboration/JV/consortium arrangement (Documents for in Clause Nos. 1.6b, 1.7d).

d) All documents submitted with bid must be self certified by the bidder's authorized person signing the bid. However, OIL reserves the right to ask for any Original document for verification.

Bidder while submitting the documents in support of their experience vide Clause Nos. 1.1 & 1.2 above shall also submit details of experience and past performance of the collaborator (in case of collaborator) or of joint venture partner (in case of a joint venture), or Leader of the consortium (in case of Consortium bid) on works/jobs done of similar nature in the past along with the Techno-Commercial Bid. Also, details of current work in hand and other contractual commitments of the bidder (indicating areas and clients) are to be submitted along with documentary experience in the Techno-Commercial Bid in support of the experience laid down in Clause Nos. 1.1 & 1.2 above.

NOTE:

Required Certificates/Confirmation document as indicated above should be submitted along with the un-priced Techno-Commercial bid; absence of which will render the offers Non responsive.

1.10 OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide "*Doc8 Integrity Pact*". This Integrity Pact has been digitally signed by OIL's competent signatory. Therefore, please attach the Integrity Pact document duly signed by the authorized person who has signed the bid, along with your quotation as per BRC.

2.0 COMMERCIAL

2.1 Bids are invited from reputed capable Bidders under Single Stage Two Bid System i.e. Technical Bid (Un-priced) and Commercial Bid (Priced) separately. Bidders must submit both "Technical" and "Commercial" Bids in electronic form through online OIL's e-Tender portal accordingly within the Bid Closing Date and time stipulated in the e-Tender. The technical Bid is to be submitted as per Scope of Work & Technical Specifications of the tender in Technical RFX Response Tab and the Price Bid as per the Price Bid Format under Notes & attachments Tab. Any offer not complying with the above will be rejected straightway.

2.2 In Technical Bid opening, only the Technical RFX Response Tab will be opened. No price should be given in the technical bid; otherwise the offer will be rejected. Please go through the help document provided in OIL's e-Portal, in details before uploading the documents.

2.3 Prices/Rates should be maintained in the "Price Bid Format" under Notes & attachments Tab. Bidders should specify the currency in their offer which can either be Indian Rupees or any freely convertible foreign currency.

2.4 Rates quoted in the Price Bid Format in the form of MS-Excel/Word sheet uploaded in the e-Tender shall only prevail.

2.5 Prices and rates quoted by Bidders must be held firm during the term of the contract and not be subject to any variation. Bids with adjustable price terms will be rejected.

e) Bid Security in original must reach the office of Chief Manager (M & C), Oil India Limited, Rajasthan Project, 02 A Saraswati Nagar, Jodhpur – 342 005, Rajasthan, India, before the bid opening date and time, otherwise, bid will be rejected. The amount of Bid Security shall be as specified in the "Forwarding Letter". Scanned copy of this Bid Security should also be submitted

/uploaded online along with the un-priced (Technical) Bid. Public Sector Undertakings and Firms registered with NSIC/Directorate of Industries in India are exempted from submission of bid security against this tender. Bid security must be valid up to **19.04.2018** from Scheduled Bid Closing Date. Bids with Bid security not having above minimum validity will be rejected.

2.7 Bids received in physical form, but not uploaded in OIL's e-Tender Portal will be rejected.

2.8 Bidders must quote rates in accordance with the price schedule outlined in PRICE BID FORMAT, otherwise the Bid will be rejected. The Bids in which the rates for any part of the work are not quoted shall be rejected. However, if no charge is involved for any of the work/item, 'NIL' should be mentioned against such part of work.

2.9 Bids received by Company after the bid closing date and time will be rejected

2.10 User ID & Password are not transferable. Offers made by bidders who have not been issued /permitted to download the bid document by the Company will be rejected.

2.11 Bid received in the E-procurement portal only will be accepted.

2.12 Bids must be kept valid for a minimum period of 120 days from the date of scheduled bid closing. Bids with inadequate validity will be rejected.

2.13 DELIVERY IS 6 MONTHS FROM ISSUE OF LOA FOR INDIAN BIDDERS & 6 MONTHS FROM LC FOR FOREIGN BIDDERS. CALL OUT NOTICE FOR INSTALLATION AND COMMISSIONING WILL BE ISSUED WITHIN ONE (01) YEAR FROM THE DATE OF RECEIPT AND ACCEPTANCE OF MATERIAL AT SITE.

2.14 The Bids and all uploaded documents must be digitally signed using "Class 3" digital certificate with encryption [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

2.15 There must be no exception to the following Clauses including sub-clauses, otherwise the Bid will be rejected:

- Performance Guarantee Bond Clause
- Tax liabilities Clause
- Insurance Clause
- Force Majeure Clause
- Termination Clause
- Arbitration Clause
- Liability Clause
- Applicable Law Clause

2.16 Offer from the bidders on whom there is an unexecuted order for this tendered item placed from oil India Limited Jodhpur will not be considered against this tender

3.0 GENERAL:

3.1 The compliance statement should be digitally signed and uploaded along with the technical bid (un-priced). In case bidder takes exception to any clause of tender document not covered

under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by the Company. The loading so done by the Company will be final and binding on the bidders.

3.2 To ascertain the substantial responsiveness of the bids, Company reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarification fulfilling the BRC clauses in Toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.

3.3 If any of the clauses in the BRC contradicts with other clauses of bidding document elsewhere, then the clauses in the BRC shall prevail.

3.4 Any exception or deviation to the tender requirements must be tabulated in PROFORMA-I of this Section by the Bidder in their Technical Bid only. Any additional information, terms or conditions included in the Commercial (Priced) Bid will not be considered by OIL for evaluation of the Tender.

3.5 The Company reserves the right to cancel/withdraw the tender or annul the bidding process at any time prior to award of contract, without thereby incurring any liability to the bidders or any obligation to inform the bidders of the grounds of Company's action.

B. BID EVALUATION CRITERIA (BEC):

1.0 The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Rejection Criteria will only be considered for further evaluation as per the Bid Evaluation Criteria given below.

1.1 The bids shall be technically evaluated based on the requirements provided in Tender document.

1.2 In the event of computational error between unit price and total price, unit price shall prevail.

1.3 Evaluation of Bids will be as mentioned in price bid format for arriving at the total estimated cost of the contract.

*****END OF BRC/BEC*****

SECTION-III

PROFORMA - I

STATEMENT OF COMPLIANCE

(Only exceptions/deviations to be rendered)

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

(Authorised Signatory)

Name of the bidder_____

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

[illegible]

ANNEXURE - AA

OIL INDIA LIMITED invites Global Tenders for items detailed below:

Item No./Mat. Code	Material Description	QTY.	UOM
10	DOWN HOLE HEATER & ACCESSORIES (The Down Hole Heater accessories include the following:	2	NO
0C000260	a. Design of electrical Down Hole Heating system. b. Well head penetrator system, Cable splice kit, Cable Protectors and centralizers etc. c. Step Up Transformer and surface electrical power cable.)		
20	GENERATING SET (Generating Set with the control panel and accessories.)	2	NO
0C000242			
30	WELL HEAD	2	NO
0C000662			
40	Step Up Transformer	2	NO
50	Surface Electrical Power Cable	2	NO
60	INSTALLATION & COMMISSIONING (Installation and commissioning of the Electrical Down Hole system) for both the equipments	1	AU
70	Annual Maintenance Contract for a Period of One Year for both equipment	1	AU
80	Recommended spares & consumables for 2 years for both equipment	Bidder's declaration	NO.

ANNEXURE – II

SECTION-I

SCOPE OF WORK/TERMS OF REFERENCE/TECHNICAL SPECIFICATIONS

1. INTRODUCTION

OIL INDIA LIMITED (OIL), a premier National Oil Company, is engaged in the business of exploration, production and transportation of crude oil and natural gas for over five decades. It is a Navratna Company under Ministry of Petroleum and Natural Gas, Government of India and the second largest National Oil Company in the country.

Rajasthan Project, one of the projects of OIL, is engaged in exploration and production of Natural Gas from Jaisalmer Basin and exploration of Heavy oil in Bikaner-Nagaur basin within Jodhpur Sandstone of Infracambrian age of Western Rajasthan in India. OIL intends to exploit heavy oil from Baghewala structures with state of the art technology. This document addresses the requirement of equipment & services from a reputed BIDDER having adequate knowledge base and past experience in the field of Heavy Oil production.

2. DEFINITIONS:

COMPANY	Oil India Limited
BIDDER	Organization that supplies the equipment and provides the service according to the Functional Specification.
COUNTRY OF OPERATION	India.
OPERATING AREA	Means the onshore area defined as Baghewala.
MINING LEASE	A legal contract for the right to work in a mine and extract the mineral or other valuable deposits from it under prescribed conditions of time, price, rental, or royalties
NELP	New Exploration Licensing Policy, conceptualized by the Government of India, during 1997-98 to provide an equal platform to both Public and Private sector companies in exploration and production of hydrocarbons with Directorate General of Hydrocarbons (DGH) as a nodal agency for its implementation.
OPERATING ENVIRONMENT	Operating environment is the set of conditions, which the SYSTEM / SERVICE PACKAGE is exposed to during its full life cycle.
FUNCTIONAL SPECIFICATION	Features, characteristics, process conditions, boundaries and exclusions defining the performance of a product or service, including the quality assurance requirements.
SYSTEM PACKAGE	The equipment and the related services identified under the term Electrical Down Hole Heater at the head of the functional specification document and as listed under 'Appendix A, B & C of the same document.

FULL LIFE CYCLE	The period of time in which the device is fully functional in the well, including its installation and retrieval.
STANDARD OPEARTING PROCEDURE	Step-by-step written procedure that guides personnel to perform an activity safely in a consistent manner.
SCOPE	State scope of document as intention, i.e. what the document intended to achieve.
SHALL	Is used to indicate requirements that MUST be satisfied in order to comply with the Scope of Work.
SHOULD	Is used to indicate requirements that are preferred. BIDDER proposes alternatives shall clearly identify as such and shall be supported with objective evidence.
MAY	Is used to indicate that a provision is OPTIONAL.

3. ABBREVIATED TERMS:

Term	Definition
ML	Mining Lease
NELP	New Exploration Licensing Policy
LOA	Letter of Award
LOT	Leak off Test
DST	Drilling Stem Testing
BGW	Baghewala
NW	North West
ENE	East North East
WSW	West South West
BHA	Bottom Hole Assembly
ASTM	American Society for Testing and Materials
API	American Petroleum Institute
bbls	Barrels
BHP	Bottom Hole Pressure
BHT	Bottom Hole Temperature
BOD	Basis of Design
PEP	Project Execution Plan
SOP	Standard Operating Procedure
cp	Centipoise
Deg F	Degree Fahrenheit
IEEE	Institute of Electrical and Electronics Engineers
ISO	International Organization for Standardization

Term	Definition
ALARP	As Low As Reasonably Practicable
NACE	National Association of Corrosion Engineers
NEMA	National Electrical Manufacturers Association
PCP	Progressive Cavity Pump
OD	Outside Diameter
ID	Inside Diameter

4. SCOPE:

Scope of this document is to provide COMPANY's functional specification minimum requirements for the engineering design of **Electrical Down hole heater** (EDHH) including 'Thermal-Modeling' nodal analysis and 'Tubing-Force Analysis', equipment supply, installation, commissioning and start-up of one (1) EDHH systems and all the related accessories as specified under 'Annexure-A' and 'Annexure-B' of the document.

The scope of supply is broadly divided into three (3) modules:

Module 1: Design of Electrical Down hole heating (EDHH) system;

Module 2: Material supply and transportation to COMPANY's designated locations;

Module 3: Equipment preparation, installation, commissioning and start-up, Annual Maintenance Contract (AMC);

5. APPLICABLE DOCUMENTS:

BIDDER should follow the industry recognized standards, specifications, codes, regulations and recommended practices listed in the following table. BIDDER shall comply with the latest edition of the listed documents unless otherwise stated.

5.1. RECOMMENDED PRACTICES AND INTERNATIONAL STANDARD:

Reference (API Standard)	Description
API Spec 5CT	Specification For Casing and Tubing
API Spec 5D	Specification For Drill Pipe
API Spec 4F	Specification For Drilling and Well Servicing Structures
API Bull 5C2	Bulletin On Performance Properties of Casing, Tubing and Drill Pipe
API Spec 7	Specification For Rotary Drilling Equipment
API Spec 8	Specification For Drilling and Production Hoisting Equipment
API Spec 6A	Specifications for valves and wellhead equipment
API Spec 5L	Specification For Line Pipe
Reference (API)	Description

API Spec 5 B	Specification for Threading Gauging
API Bull 5A2	Bulletin On Thread Compounds For Casing, Tubing and Line Pipe
API Spec 13	Specification For Oil Well Drilling Fluid Materials
API Q1	Specification for Quality Program
API Spec 11D2 &D3	Design, design validation, manufacturing and data control, performance ratings, functional evaluation, repair, handling and storage of Progressive cavity pump.
API 11 B	Rod type, Grade and Chemical Properties, Mechanical Properties and Heat Treatment of Sucker Rods and Pony Rods
API Spec RP 17B	Recommended practice for flexible pipes
API 505	Recommended Practice For Classification of Locations For Electrical Installations at Petroleum Facilities Classified as Class 1, Zone 0, Zone 1 and Zone 2

Reference (API-RP)	Description
API RP 5A&D3	Recommended Practice For Field Inspection of New Casing, Tubing and Plain End Drill Pipe cavity pump.
API RP 5C/C1	Recommended Practice For Care and Use of Casing and Tubing
API RP 11S5/API RP 11 S6	TEC line Cable
API RP 13F	Bulletin On Oil Gas Well Drilling Fluid Chemicals
API RP 54	Recommended Practices For Safety and Health For Oil and Gas Well Drilling and
API RP 59	Recommended Practices For Well Control Operations
API RP 44	Recommended practice for sampling petroleum reservoir fluids
API RP 520	Recommended practice for sizing, selection and installation of pressure relieving devices.
API RP 521	Recommended practice for pressure relieving and depressurizing systems

Reference (ASTM)	ASTM Specifications
ASTM A370	Standard Method and Definitions for Mechanical Testing of Steel
ASTM E18	Standard Test Methods for Rockwell Hardness and Rockwell Superficial Hardness of
ASTM E317	Practice for Evaluating Performance Characteristics of Ultrasonic Pulse-Echo Testing
ASTM E428	Standard Practice for Fabrication and Control of Metal, Other than Aluminum Reference, Blocks used in Ultrasonic Examination
ASTM D1418	Standard Practice for Rubber and Rubber Lattices

ASTM A 751	Methods, Practices and Definitions fo Chemical Analysis of Steel
ASTM D 395	Test Methods for Rubber Property- Compression Set
ASTM D 471	Standard Test Method for Rubber Property – Effect of Liquids
ASTM D 412	Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers.
ASTM D 2240	Test Methods for Rubber Property- Durometer Hardness

Reference (NACE)	Description
NACE TM-01-77	Laboratory Testing of Metals for Resistance to Specific Forms of Environmental
NACE MR-01-75	Sulphide Stress Cracking Resistance Metallic Material for Oilfield

Reference (IS)	Description
ISO 14310	Petroleum and gas Industries – Down hole Equipment – Packers and bridge plugs
ISO 11960	Specification for Casing & Tubing
ISO TS29001	Petroleum, petrochemical and natural gas industries Sector-specific, Quality Management systems Requirements for product and service supply organizations
ISO 15156 part 1,2 and 3	Petroleum and natural gas industries - Materials for use in H ₂ S-containing environments in oil and gas production
ISO 15136 Part 1	Petroleum and natural gas industries – Progressive Cavity Pumps Systems for Artificial Lift – Part 1: Pumps
ISO 15136-2 Part 2	Petroleum and natural gas industries – Progressive Cavity Pumps Systems for Artificial Lift – Part 2: Surface Drive Systems

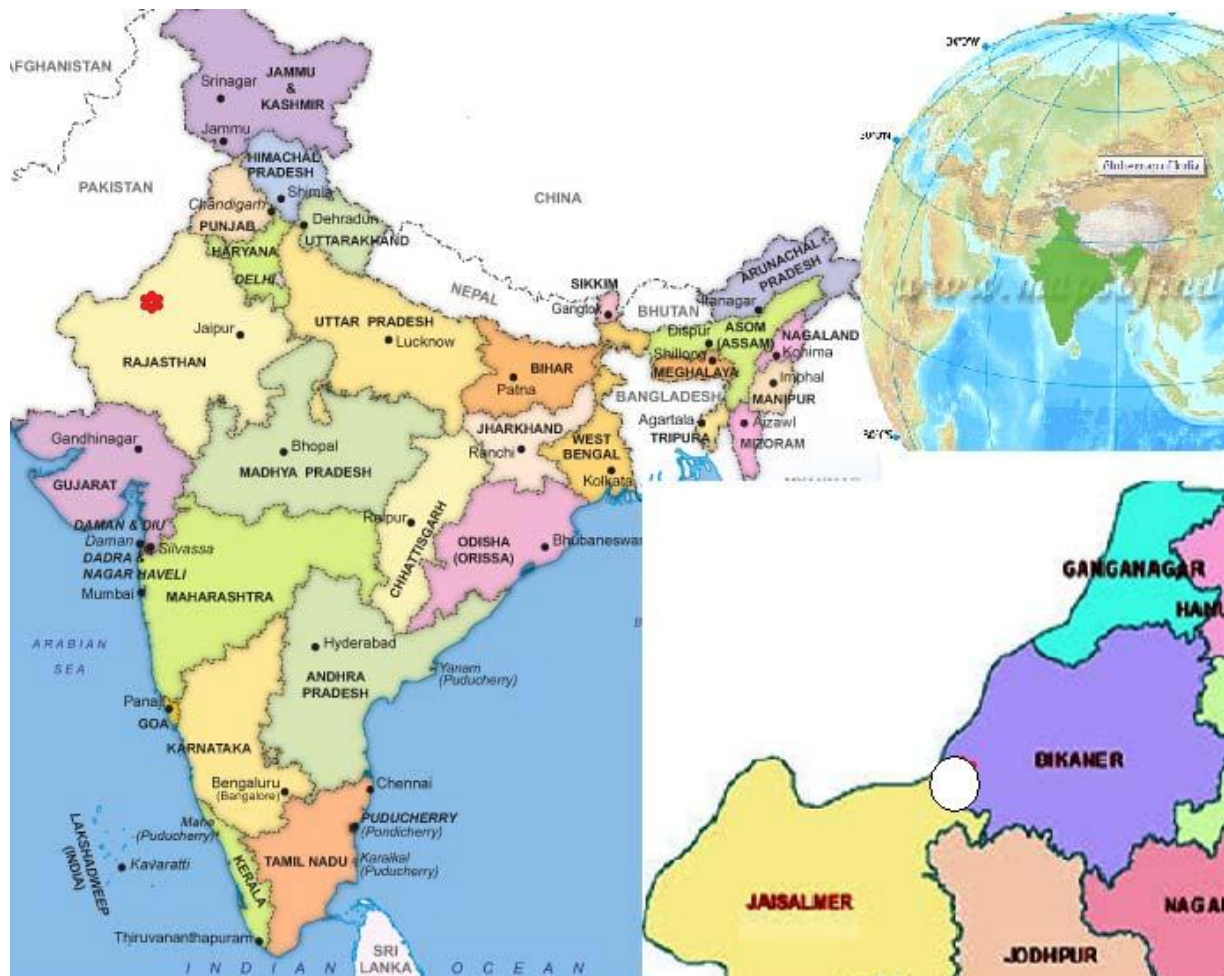
NOTE: The above list is not intended as being fully exhaustive and as such the BIDDER shall comply with any other applicable Specifications, Standards or Codes in consultation with COMPANY.

6. OPERATING AREA:

6.1. GEOGRAPHIC LOCATION:

Bagheewala, the area of operation, is located at the western part of the country India and in the States of Rajasthan. Rajasthan encompasses most of the area of Great Indian Desert (Thar Desert), which has an edge paralleling the Sutlej-Indus river valley along its border with Pakistan. The region borders Pakistan to the west, Gujarat to the southwest, Madhya Pradesh to the southeast, Uttar Pradesh and Haryana to the northeast and Punjab to the north.

The nearest airport to the operating area is Jodhpur Airport and is located at a distance of around 350 km.



6.2. ENVIRONMENTAL CONDITIONS:

Components	International System (SI)
Ambient Temperature (Max. / Min.)	50 / -1 Deg C
Humidity (Max.)	40-60%
Average Rainfall	25 mm/year
Wind velocity (Max.)	128 KM/Hr
Frequency of Sand storm	March to September and occasional during the remaining period.
Seismic	Zone III, Moderate
Weather	Four distinct seasons - Pre monsoon, monsoon, post-monsoon and Winter
Topography of Site	Part of Thar Desert

6.3. LOCATION OF THE STUDY AREA:

The coordinate of the study area are as under:

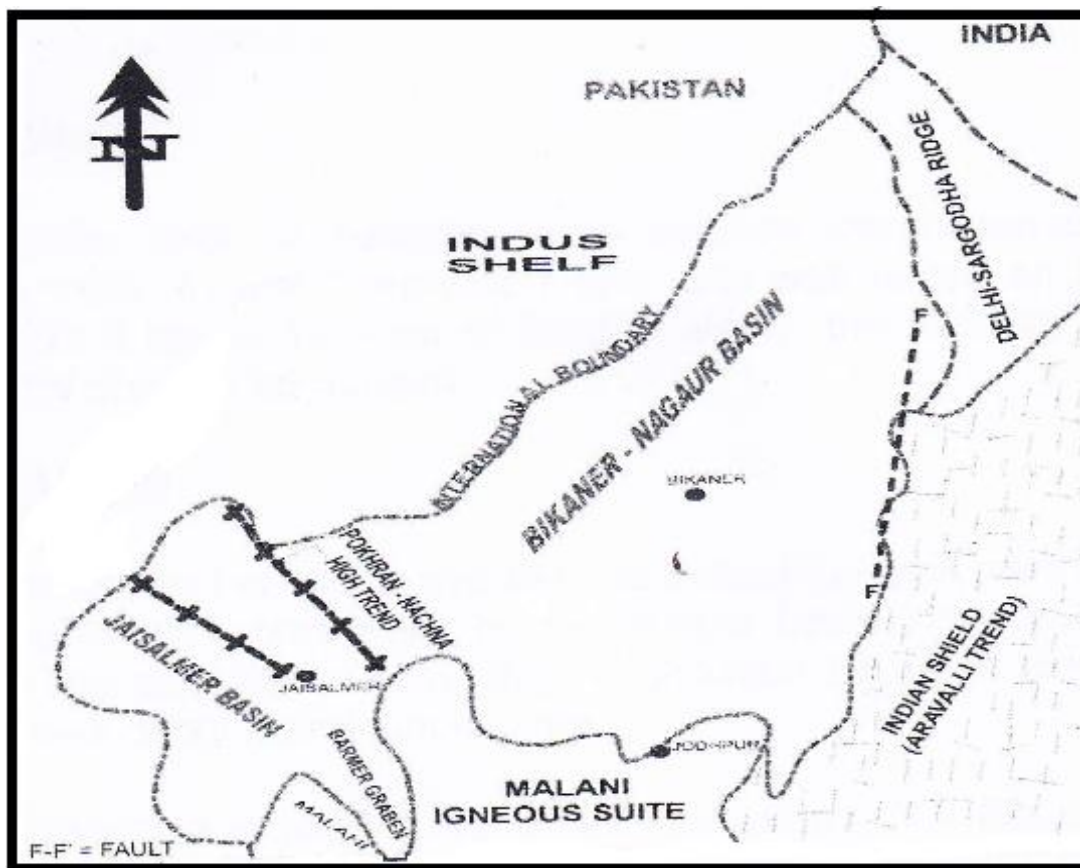
Pt.	Coordinates					
	Latitude(N)			Longitude(E)		
	degree	minute	second	degree	minute	second
BAGHEWALA PML						
A	27	43	41	71	57	33
B	27	48	08	71	52	49
C	27	52	08	71	58	24
D	27	52	28	72	09	48
NELP-VI Block						
a	27	55	00	72	00	18.27
b	27	55	20.76	72	12	04
c	27	46	46	72	12	37
d	27	46	25.56	72	07	51.36
e	27	49	00	72	04	59.62
D	27	52	28	72	09	48
f	27	52	90.6	72	00	29

7. REGIONAL STRATIGRAPHIC:

7.1. REGIONAL GEOLOGY:

Baghewala Mining Lease (ML) is located in the Bikaner-Nagaur basin of west Rajasthan. The Bikaner-Nagaur basin constitutes a Late Proterozoic-Early Paleozoic basin in the north western part of peninsular Indian shield. Structurally, Bikaner-Nagaur basin is bounded by the Aravalli ranges to the southeast, Delhi-Sargoda ridge to the northeast, and the pokhran-Nachna High to the southwest which separates it from Jaisalmer basin. To the northwest, the Bikaner-Nagaur

basin extends to the Salt Range of the Upper Indus basin of Pakistan.



Tectonic Map of Bikaner Nagaur Basin

The Bikaner-Nagaur Basin of northwest Rajasthan is the remnant of a continental rim basin with sediments deposited in an epi-eric sea. The continental rim basin was developed on the margin of Gondwanaland during the late Neoproterozoic through Permian time. The generally accepted plate tectonic reconstruction for the end of Neoproterozoic time shows the relationship of the Arabian Salt basins with the Indian salt basin (Allen, 2007). The Bikaner-Nachna basin is bounded on the south-southeast by outcrops of the constituent formations. The western boundary is the Jaisalmer-Sulaiman basins that form the northward extension of the West India Rift-basin trend. The north and eastern margins are formed by the Salt Range thrust belt and the Lahore-Delhi arch. Only the outcrop belt has any resemblance to the edges of the original basin. The Pokhran-Nachna Arch is a basement high initiating from the outcrop of the Jalor Granite member of the Malani Group southwest of the town of Pokhran (Roy, 2001), plunges northward west of Nachna and through the area of the Baghewala ML. This structural high originated in the Neoproterozoic, and it has been reactivated several times through geologic history.

At Baghewala ML, the Pokhran-Nachna Arch is expressed as a structural high where the Jodhpur Sandstone is absent or present as a thin layer over the crests of local highs. Seismic data near these wells show dipping beds of the Malani Rhyolite in nonconformity with a dacite intrusive body.

7.2. STRUCTURE:

The Baghewala anticline is interpreted as a ramp anticline formed by the offset of a fault in the

basement. Seismic data also suggest that a younger phase of deformation was super imposed. It is characterized by normal faulting which is considered to be Jurassic-Cretaceous or younger in age. Seismic lines and cross sections show that the post-Jurassic sedimentary sequences become thicker and deeper towards the Himalayan Mountain Front. They also show that the folded post-Infra cambrian sequences are eroded on the crest of the structures by the Permian unconformity.

7.3. STRATIGRAPHIC SUCCESSION

The Stratigraphic Sucession of Bikaner Nagaur basin as under:

AGE			FORMATION	THICKNESS(m)	LITHOLOGY
QUARTERNARY	RECENT		Alluvium / Shumar	70-95	Fine to Medium Grained Sand
	PLEISTOCENE				
TERTIARY	EOCENE		Palana and Marh	20 - 110	Clayey limestone and dark grey claystone
	PALEOCENE				
MESOZOIC	CRETACEOUS		Parh Equivalent	30 - 35	Dark grey claystone and sandstone
	JURASSIC		Jaisalmer + Lathi	290 - 380	Red claystone and ferruginous sandstone with minor coal
	TRIASSIC		Bap and Badhaura	58 - 70	Red yellow and grey claystone and silts with conglomerate
PALEOZOIC	PERMIAN				
	MARWAR SUPERGROUP	INFRA CAMBRIAN	Upper Carbonate	250 - 600	Laminated dolostone and limestone with red claystone interbeds and occasional marl
			Nagaur	150 - 300	Mottled claystone with siltstone, fine grained sandstone and minor dolostone
			Hanseran Evaporite Group	140 - 150	Anhydrite, Halite, claystone and dolostone
			Bilara	50 - 120	Dolostone, fine grained sandstone & reddish brown claystone
Jodhpur			25 - 30	Coarse to fine grained, well sorted sandstone (pinkish), with siltstone and claystone	
PROTEROZOIC	PRE-CAMBRIAN		Malani Suits	120 - 350	Volcanoclastics with basalt and Rhyolitic flows
			Crystalline Basement	--	Granitoid Rocks

8. HYDROCARBON PROSPECT:

8.1. WELL EVIDENCE:

A total of Six (6) wells have been drilled in the Baghewala ML area. The outcomes of Drilling of these wells are outlined as under:

- 8.1.1 The presence of heavy oil in Baghewala structure has been established during 1991 through drilling of the first exploratory well BGW-1 in the structure. The well BGW-1, drilled down to the basement (TD – 1375 m), encountered heavy oil (17 – 19 Deg API) in the deeper Infracambrian formations viz., Jodhpur and Bilara.
- 8.1.2 The well BGW-2 was drilled at the same plinth of BGW-1 in order to test the Upper Carbonate. The well BGW-2, drilled down to 675m within the Upper Carbonate formation, conventional production testing of the Upper Carbonate through perforations showed water only.
- 8.1.3 To assess the northward extent of heavy oil within Jodhpur Sandstone, BGW-3 was drilled at a distance of about 1.3 km NW of well BGW-1 as an appraisal well. Well BGW-3 was drilled down to a final depth of 1350 m within Malani Volcanics. Initial production testing was carried out in this well in Jodhpur sandstone. On testing, through DST, the well showed

inflow of only formation water with traces of asphaltic materials.

- 8.1.4 The fourth well, BGW-4, is located at a distance of about 2.4 km towards ENE from well BGW-1. This well was drilled as the second appraisal well of Baghewala structure and drilled down to 1152 m within Malani Volcanics. On conventional production testing of 1090 m Jodhpur Sand, the presence of high viscous heavy oil was established.
- 8.1.5 The well BGW-5 is located at a distance of about 2.6 km towards WSW from BGW-1. This is the third appraisal well drilled in Baghewala structure. The well was drilled down to a depth of 1252m within Malani Volcanics. On conventional production testing of 1181 m Jodhpur Sand, the presence of high viscous heavy oil was established.
- 8.1.6 The well BGW-6 was drilled as Pilot well for recovery of Bitumen from Upper Carbonate Formation using Steam Injection technology on experimental basis. The well was drilled down to a final depth of 857m and completed for cyclic steam injection. However, during injection of steam attempted twice in 2006 and 2007, operational problem related to elongation of casing with well head and leakage of steam were encountered and the project had to be suspended.
- 8.1.7 Three wells Punam-1, Tavriwala-2 & Bikampur-1 was drilled in three different structures (East of Baghewala Structure) and encountered heavy oil in Jodhpur formation. The well Punam-1 was drilled in NELP area, is located around 15 km towards NE from BGW-1 and major part of the structure falls in Baghewala PML area. Tavriwala-2 was drilled in Tavriwala structure located around 10 km towards west from BGW-1.

8.2. PRODUCTION EFFORT:

- 8.2.1 Experimental Production Testing of BGW-1 and BGW-4 was carried out in the year 1995 with Progressive Cavity Pump and Bottom Hole Heater Completion and achieved a maximum production rate of 3-4 KLPD (18-25 BOPD).
- 8.2.2 In the year 2009-10, another Experimental Cold Production of Heavy Oil was carried out with Chemical Stimulation and Sucker Rod Pump Artificial lift assistance in BGW-1 and BGW-4. An intermittent production rate of 4.5-5.5 KLPD (25-30 BOPD) was achieved.
- 8.2.3 In the year 2012, production testing was carried out in Punam-1 with Chemical Stimulation and Sucker Rod Pump Artificial lift assistance and an intermittent production rate of 1.4 KLPD (7.7 BOPD) was achieved.
- 8.2.4 At present production is in progress in three wells at BGW#1, BGW#4 & TVW#2 with the help of artificial lift (Sucker Rod Pump).

8.3. RESERVOIR/ROCK MATRIX/PETROPHYSICAL CHARACTERISTICS:

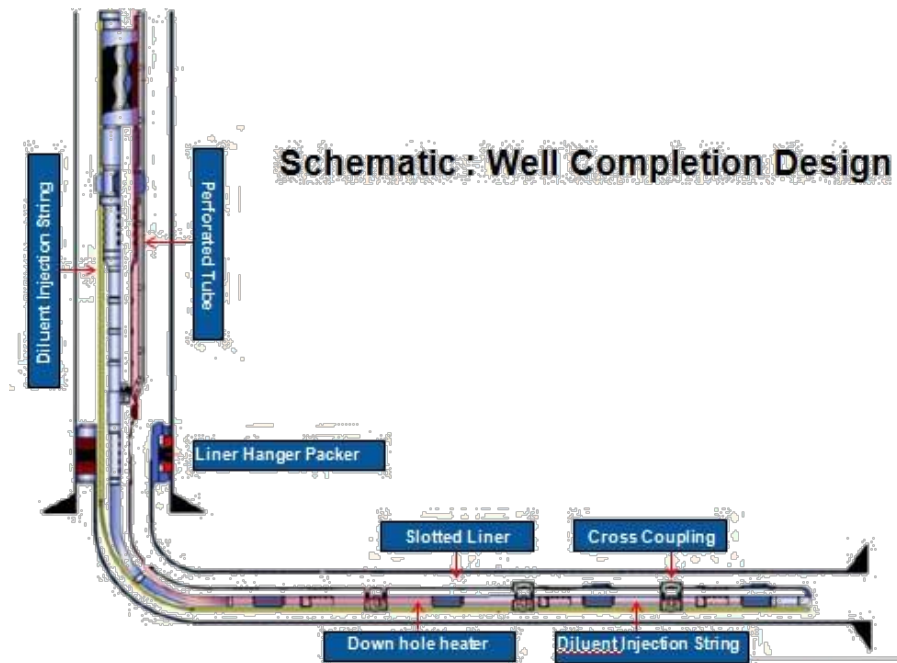
Description	Parameters	Value
Reservoir Parameters	Reservoir Depth	1050 – 1300 m
	Pay Thickness	5 – 23 m
	Bottom Hole Pressure	1600 psi @ 1100m at BGW

		structure and 1044 psi @ 1190m in neighboring Punam Structure
	Bottom Hole Temperature	50C – 52C
Rock Matrix Characteristics	Porosity	18 – 20%
	Permeability	<1000 MD
Petro-physical Characteristics	°API	14 – 18 API
	Pour Point(°C)	21 – 27 deg
	Sp. Gravity	0.9679 – 0.9229
	Viscosity (cp)	Approx 13000 cp at 50 deg C
Crude Characteristics		Resin: 12.5 %; Asphaltenes: 7.25 %; Paraffin: 17.5%
Gas specific Gravity		Nil
Water cut		Almost Nil

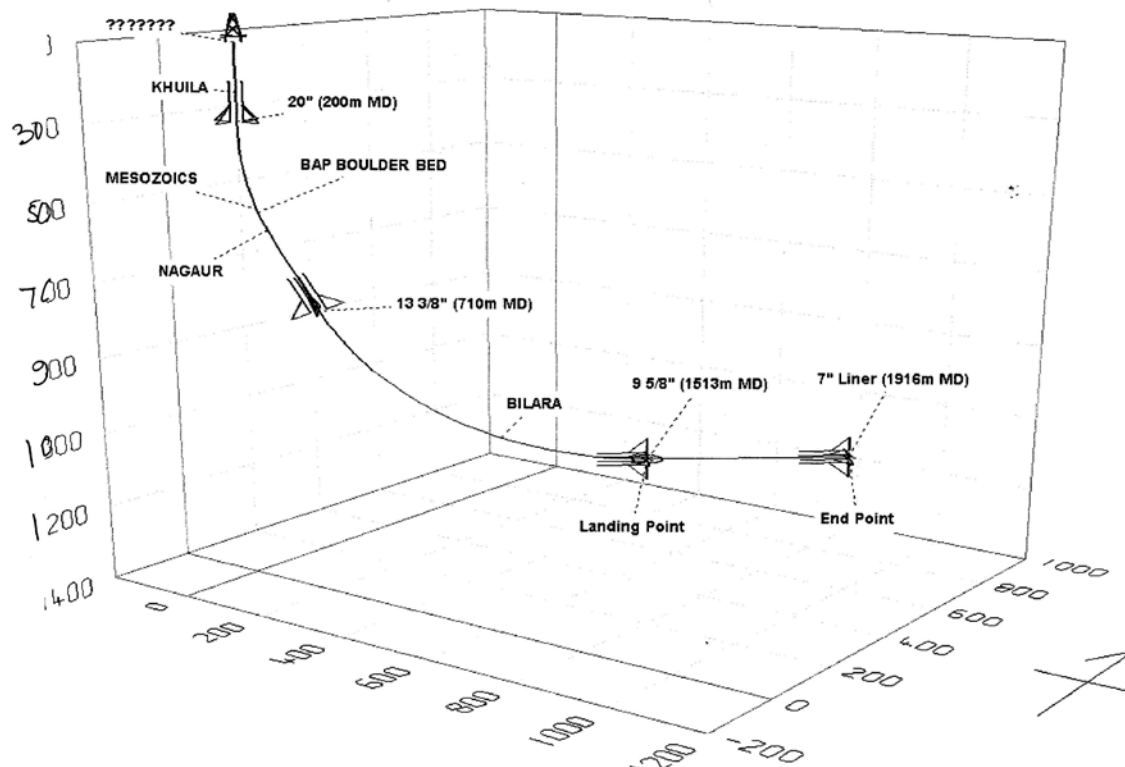
8.4. WELL COMPLETION OUTLINE:

1. The well profile will be of four stage casing policy: Conductor, Isolation, Intermediate Isolation and Horizontal Casing. The intermediate Isolation section will land horizontally in the reservoir segment. The horizontal section will be of 400m and cased with Slotted Liner for sand control purposes. Thermal well completion is planned aiming Cyclic Steam Injection in near future. The items will be used in two new horizontal wells and the approximate production potential is estimated at 100-150 bbls per day. The expected perforation will be in the range of 1600 M to 1850M. Expected Flowing Well head pressure is hydrostatic and temperature is ambient temperature. The down hole heater will be run outside the tubing and the heating zone will be end of the tubing at a depth of approximately 1800 meters. In the annulus there may be oil / water. The approximate MD depth is around 1800-1850 meters against TVD of 1200 meters. The well completion diagram is attached as Appendix-I. The well will be completed with Progressive Cavity Pump or Sucker Rod Pump as an Artificial lift assistance and continuous chemical injection, at toe of the liner, hanger. The details of tubing to be used is L 80 tubing of 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, Hunting brand or equivalent of premium connections. Connection gas tight by metal to metal seal.

Schematic view of the well completion is as under:



Well Profile:



HSE DESIGN GUIDELINE:

The design shall follow a process in which significant risks to Health, Safety and the Environment are identified and assessed in the initial design phase.

Inherent safety, control and recovery measures, necessary to reduce risks to ALARP levels, shall be determined and thereafter incorporated in the design, The measures chosen to achieve ALARP HSE risk levels shall be suitable for implementation during the detailed design phase and capable of being maintained during the operational phase.

Hazards and effects studies shall be carried out during the initial phase to provide early design input information. This approach aims to maximize the opportunities for risk reduction offered by a pro-active HSE consideration in design rather than by retrospective HSE review and subsequent design changes. Adopting this approach will create opportunities to minimize and / or eliminate HSE related cost and schedule impacts.

HSE activities during the design process shall focus on the identification of HSE risks and the hazards and effects that generate them. Risk management shall be by control (threat barriers) and recovery (mitigation and emergency response) measures, to ALARP risk levels.

The design, as well as being pro-active in the use of outputs from hazards and effects studies (HAZIDs and HAZOPs), shall use the application of appropriate engineering experience, judgment and applicable codes and standards to achieve the highest practicable reductions in risks to health, safety and the environment.

10. RESPONSIBILITY:

10.1 GENERAL:

BIDDER is responsible for the compliance with the requirements set forth in this document. In no way does this specification relieve the BIDDER from his obligation to meet all the relevant DGMS (Director General of Mines and Safety) Standards, Industry recognized Recommended Practices, practical rules and local authority regulations wherever applicable.

Nothing in this COMPANY's functional specification shall relieve the BIDDER from the responsibility of performing, in addition to the requirements of this specification, such analysis, tests, inspections, and other activities that he considers necessary to ensure that the product, material and workmanship are fully satisfactory for the service intended.

BIDDER shall provide a written warranty for the equipment, its components and all the related accessories / miscellaneous equipment required to perform the job as per the scope of this NIT (Notice Inviting Tender).

The warranty shall cover a minimum of 18 (Eighteen) months from the date of shipment or Twelve (12) months from the date of commissioning the equipment, whichever is earlier. The warranty shall fully cover against any manufacturing, handling, installation and commissioning

defects and / or malfunctioning. Defective equipment shall be repaired by BIDDER within maximum one (1) month. If the defective equipment can't be repaired, BIDDER shall replace said equipment free of cost with a device of the same specifications free from any defects within one (1) month of detection of malfunctioning / defects.

11. DELIVERY CONDITIONS:

The Equipment shall be packed in robust boxes. On the package outside surface the following information shall be clearly indicated:

Supplier's name;
Assembly Part Number;
Product name / type / model;
Purchase Order number;
Material description (i.e. steel grade and metallurgy);
Assembly drawings reference number;
Instructions / Manual / Technical Data Sheets reference number (these documents shall be handed over to the appointed COMPANY representative);

Equipment shall be suitably protected against corrosion during transit and storage for a period of one (1) year under standard storage conditions.

12. DELIVERY PERIOD:

The items are required for the proposed wells to be drilled at Baghewala field. Time is the essence of the supply. BIDDER shall deliver all the equipments within six months from the date of issue of LOI for Indian bidders and from the date of issue of LC for foreign bidders.

13. TECHNICAL TENDER PROPOSAL:

Section	BIDDER Technical Tender Proposal Documentation
A.01	BIDDER shall compile the 'BIDDER's data' column (4) of ' <u>Annexure-A</u> ' and ' <u>Annexure-B</u> ' in every part and may add any additional items which are not listed, but required to perform the Scope of Work.
A.02	Using the 'Annexure-A' and 'Annexure-B' Table format, BIDDER shall provide the detailed technical / functional specifications of each individual item / assembly and of any additional items / assembly as indicated under Section A.01.
A.03	Technical drawings (colour coding is recommended) of each components of the EDHH system.
A.04	BIDDER shall provide the detailed EDHH system 'as-run' Completion drawing / schematic, indicating for each EDHH component the OD, ID (wherever applicable), thread connection, material grade, metallurgy and length.
A.05	BIDDER shall demonstrate the ability to perform the 'Tubing Force Analysis' (TFA) (i.e. Torque & Drag) software modelling. This is to ensure that the 2.875" nom. OD supporting Tubing string and the Heater Cable complete with the Cable

	Protector Centralizers hardware can safely be run and retrieved from the well bore without damages.
A.06	BIDDER shall own and demonstrate the ability to perform (i.e. by BIDDER) reliable heat transfer software modelling, both under static and dynamic reservoir fluid flow conditions. BIDDER shall provide a preliminary COMPANY's pilot testing heat transfer study.
A.07	BIDDER shall submit COMPANY's system specific EDHH installation, start-up, retrieving and operating procedures in English' language.
A.08	BIDDER shall present copy of worldwide 'Case History' record. The 'Case History' shall indicate the installed systems current status (i.e. active, non-active, failed and / or retrieved). BIDDER shall provide the operating dynamic temperature and power density delivered down hole vs. the unheated static and flowing temperature, the produced fluids API gravity and viscosity of few successful projects. For those systems that have suffered a failure, a detailed root-cause shall be reported.
A.09	BIDDER shall present the overall and Project specific supporting organization chart and shall submit the 'Curriculum-Vitae' of the proposed individuals for the intended work.
A.10	BIDDER shall present a detailed Risk Assessment (HAZID) of the proposed working practices as detailed in the procedures provided as per Section A.07 above.
A.11	BIDDER to submit list of critical spares for smooth operation of the equipment for a period of two years along with the bid in the format provided.

14. BROAD SCOPE OF WORK:

14.1. MODULE - I: DESIGN OF ELECTRICAL DOWN HOLE HEATING SYSTEM:

BIDDER shall design the Down hole heating system to provide minimum 300⁰ F temperature in the horizontal section. Multiple heating zones, preferably at least two are expected. Engineering design shall include 'Thermal-Modeling' nodal analysis and the 'Tubing-Force-Analysis' also. Required information for the necessary analysis shall be provided by the COMPANY, on request.

BIDDER shall submit 'Thermal-Modeling' nodal analysis and the 'Tubing-Force-Analysis' report along with the bid.

14.2. MODULE – II : MATERIAL SUPPLY AND TRANSPORTATION TO COMPANY'S DESIGNATED LOCATIONS:

Down Hole Heating System package shall include, but not limited to the following:

- a) Heater Unit;
- b) Well Head Penetrator System (Eccentric/concentric);
- c) Cable splice Kit;
- d) Well head;
- e) Cable Protector Centralizers (Cross Coupling type);
- f) Step Up Transformer;
- g) Thermocouple;
- h) Control Panel;
- i) Required Electrical Power pack ;
- j) Surface Electrical power cable (3 Cores x Size 2 AWG + 3 Cores Size 10 AWG

Grounding Conductors, Armored (XLPE-PVC 90 °C Jacket or BIDDER to specify as per requirement) and accessories for electrical hook-up.

Details of the materials are annexed as annexure A and B.

14.3. MODULE – III: EQUIPMENT PREPARATION, INSTALLATION, COMMISSIONING AND START-UP ALONG WITH ANNUAL MAINTENANCE CONTRACT FOR PERIOD OF ONE YEAR:

BIDDER shall unpack, clean, prepare, carryout all the necessary test before installation, commissioning and Start-up. BIDDER undertakes the responsibility to install, commissioning and start-up the equipments at the COMPANY designated wells.

The BIDDER's Supervisor will be fully responsible for the onsite equipment preparation and installation in full compliance with the agreed and accepted Standard Operating Procedure (SOP) in liaison with COMPANY and drilling Bidder representatives.

Upon job completion the BIDDER Supervisor shall prepare a complete post installation report in the format previously agreed and accepted by COMPANY.

BIDDER's personnel are required to carry out the assigned activities and shall mobilize their personnel for Installation and Commissioning of the equipment on receipt of 'call out' notice from the COMPANY after receipt of equipment within a period of 1 (one) year.

No additional cost shall be paid by the COMPANY in the event of re-installation of the equipments due to fault of the equipments. BIDDER shall install and start-up the equipment to the satisfaction of the COMPANY.

Annual Maintenance Contract (AMC)

1. The bidder has to quote for Annual Maintenance Contract (AMC) along with the bid submitted by the bidder.
2. The AMC will start after successful period of warranty clause for the equipment after commissioning of the equipment.
3. It is at the sole discretion of OIL whether OIL will utilize the services of AMC. However for price comparison, the price quoted by bidder for AMC will also be considered.
4. The tenure of the AMC will be one (1) years from the end of warranty period after its successful commissioning, i.e. the AMC will start from the day after. Bidder shall submit the price quote for AMC on monthly basis for one (1) year.
5. Annual Maintenance Contract will involve carrying out preventive as well as corrective maintenance of the Down Hole Heater, transformer and its accessories.
6. Bidder must mention the critical spares which are required for AMC in the Section –III, Proforma-II, Point B in the price bid format along with the prices. In case OIL decides not to enter into an AMC with the successful bidder, the bidder must categorically assure that they will supply all required spares for a period of at least 2 (two) years at the prices they have quoted along with this bid.
7. Payments will be made on quarterly basis at the end of the period. The bidder must submit the necessary invoices to OIL along with daily report.
8. The bidder must arrange accommodation, transportation and fooding for his personnel posted at well site for the purpose of the AMC.
9. All consumables required for maintenance of the equipment during its operation in the period of AMC, will be paid on actual on submission of invoice.

14.3.1 APPLICABLE CHARGES:

Installation, commissioning and start-up charges shall be paid on lump-sum basis. The charge shall include cost of manpower, material and equipment, including conveyance, required for preparation, installation and commissioning of Equipments. Required Rig service shall be provided by the COMPANY. Required Rig service shall be provided by the COMPANY.

70% payment of the materials cost will be made on receipt of all the materials free from any defects against certification from Company (OIL)'s authorised personnel. Remaining 30% of material cost and Installation & Commissioning charges will be paid after successful Installation and Commissioning of the equipment. Payment against Annual Maintenance Contract cost (if availed by OIL) will be paid at the end of each quater.

No additional cost shall be paid by the COMPANY in the event of re-installation of the EDHH system due to fault of the equipment. BIDDER shall install and start-up the equipment to the satisfaction of the COMPANY.

14.3.2 BIDDER PERSONNEL FOOD AND ACCOMODATION:

COMPANY shall provide food and accommodation to BIDDER Personnel at COMPANY Well site during installation and commissioning of the equipment (Module-III) without any charge.

15. BIDDER PERSONNEL:

The BIDDER shall provide competent personnel to ensure trouble free operation, as appropriate, but without limitation to the following on round the clock basis.

BIDDER Project Coordinator:

Project Coordinator is responsible for the coordination, support, skilled advice / supervision and quality control (QC) review throughout the design, planning, preparation and execution phase of the activities performed by BIDDER as specified within the Scope of Work.

BIDDER Installation and Commissioning Supervisor and Team:

The BIDDER's position holder is responsible for the EDHH system preparation, installation and commissioning in compliance with the agreed COMPANY Installation and Commissioning Procedures.

The BIDDER's Installation and Commissioning Supervisor and the team member should have minimum two (2) years of experience in the relevant field.

BIDDER shall provide competent personnel to ensure trouble free operation as appropriate on round the clock basis.

BIDDER shall be responsible for all the activities carried out under their respective domain. However, single point responsibility shall be entrusted to the Project Coordinator.

The BIDDER must furnish along with the bid the bio- data and supporting documents regarding the experience of all the crew members to be deployed under the contract.

If the BIDDER is unable to provide the personnel initially identified in their offer and seek for deployment of alternate personnel having requisite qualification and experience set forth in the bid documents, BIDDER shall have to obtain prior approval from COMPANY for the same.

16. SAFETY, HEALTH AND ENVIRONMENT:

The BIDDER shall provide all its personnel to be deployed during installation and commissioning of the equipment (Module-II), with Personal Protective Equipment as per international practice, which may include, as appropriate, but without limitation the following:

17.0 CRITICAL SPARE PARTS

BIDDER shall submit 2 years recommended spare parts / consumable list required for smooth operation of the equipment along with quantity and rate:

[illegible]

DOWN HOLE HEATER CABLE SYSTEM TECHNICAL SPECIFICATIONS FOR ONE UNIT

Item (1)	GOODS DESCRIPTION (on a per Well basis) (2)	COMPANY'S Minimum Requirement (3)	BIDDER'S Data (4)
<u>A</u>	<u>Surface Control Equipment: Step Up Transformer</u>		
A.01	Make	BIDDER to specify	
A.02	Type	Dry Type	
A.03	Primary Voltage	440 V(+/- 10%), 50 Hz +/- 5 Hz	
A.04	Secondary Voltage	As Required by the Heater Design BIDDER to specify	
A.05	Protection	NEMA 3R (IP14) & Over current protection	
A.06	Temperature Rating	300°F	
A.07	Power	As required by the Heater Design BIDDER to specify	
A.08	Alarms	Equipment monitoring Alarms	
A.09	Power control	Automatic based on temperature	
	Quantity (each)	1	
<u>B</u>	<u>Electrical Power Source along with accessories</u>		
B.01	Generator set	BIDDER to specify	
B.02	Control Panel	BIDDER to specify	
<u>C</u>	<u>Surface Control Equipment: Surface Electrical Power Cable</u>		
C.01	Make and Type	BIDDER to specify	
C.02	Configuration	3 Cores x Size 2 AWG + 3 Cores Size 10 AWG Grounding Conductors, Armored (XLPE-PVC 90°C Jacket) or BIDDER to specify	
	Quantity (ft)	700	
<u>D</u>	<u>Well Head Penetrator System Application: OPTION-A: Eccentric Tubing Hanger Mandrel</u>		
D.01	Make and Type	BIDDER to specify	
D.02	Model	BIDDER to specify	
D.03	Voltage Rating	As per the maximum rating of the Power Cable	
D.04	Amperage Rating	As per the maximum rating of the Power Cable	
D.05	Pressure Rating	3000 psi WP	
D.06	Temperature Rating	300 °F	
D.07	Working Environment	Class 1 Div.1 & 2 Group D	
D.08	Accessories	Vented Junction Box attached on the Well head with Bracket	
	Quantity (each)	1	
<u>E</u>	<u>Well Head Penetrator System OPTION-B: Concentric Tubing Hanger Mandrel Application</u>		
E.01	Make and Type	BIDDER to specify	
E.02	Model	BIDDER to specify	
E.03	Voltage Rating	As per the maximum rating of the Power Cable	
E.04	Amperage Rating	As per the maximum rating of the Power Cable	
E.05	Pressure Rating	3000 psi WP	

Item (1)	GOODS DESCRIPTION (on a per Well basis) (2)	COMPANY'S Minimum Requirement (3)	BIDDER'S Data (4)
E.06	Temperature Rating (Minimum)	300 °F	
E.07	Working Environment	Class 1 Div.1 & 2 Group D	
E.08	Accessories	Vented Junction Box attached on the Well head with Bracket	
	Quantity (each)	1	
F	Well Head		
F.01	Tubing Hanger	<p>Tubing hanger 7" Nom. OD single completion, suspension mandrel type with extended seal necks to install in 7.1/16"-5K x 11"-5K tubing head spool. The hanger shall be complete with additional upper seal rings to be energized by pack off adapter flange and lower seal rings to be energized by the tubing weight. The hanger shall be threaded with 2.7/8" EUE box threads at both top & bottom for lifting & hanging 73 mm (2.875 inch) OD, 9.52 kg/m (6.4ppf) tubing. The hanger shall be provisioned for the following:</p> <p>(i) Arrangements for EDHH Wellhead penetrator arrangement.</p> <p>(ii) Two, 1/4" Continuous Control Lines Ports w/1/2" NPT Box connection on top and bottom of the Tubing-Hanger, delivered complete with the 1/2" NPT x 1/4" anti-vibrating Swage lock tube Adapters and 100% back-up; Continuous Control Line chambers test ports are required;</p> <p>(iii) Two, 3/8" Continuous Control Lines Ports w/3/4" NPT Box connection on top and bottom of the Tubing-Hanger, delivered complete with the 3/8" NPT x 3/4" anti-vibrating Swage lock tube Adapters and 100% back-up; Continuous Control Line chambers test ports are required;</p>	
F.02	Bonnet	3.1/8" x 7.1/16", with 1/2" ports, 5000 psi Pack-off Adapter Flange, API monogrammed, to fit over extended seal neck tubing hanger to provide a secondary seal and to be fitted on 7.1/16"-5K x 11"-5K tubing head spool. The adapter flange shall have the provision for EDHH power cables and other control lines as mentioned above.	
	Quantity (each)	1	

Item (1)	GOODS DESCRIPTION (on a per Well basis) (2)	COMPANY'S Minimum Requirement (3)	BIDDER'S Data (4)
<u>G</u>	<u>Down hole Electrical Power Cable</u>		
G.01	Make, Type and size (AWG)	BIDDER to specify	
G.02	Construction Type	Flat Galvanized Armoured or BIDDER to specify	
G.03	Temperature Rating	Minimum 300 °F	
G.04	Resistance	BIDDER to specify	
G.05	Power Density	As Required by the Heater Design but not less than 250 W/ M	
G.06	Working Voltage	As Required by the Heater Design	
G.07	Estimate Cable Length (ft)	5,950	
	Quantity (ft)	5,950	
<u>H</u>	<u>Down hole Electrical COLD to HOT (Heater Cable) Cables Splice Kit or Integral</u>		
H.01	Make and Type	Quick Connectors Incorporated (QCI)	
H.02	Amperage and Voltage Rating	As per the maximum rating of the Power Cable	
H.03	Temperature Rating	300 °F	
H.04	Pressure Rating	3000 psi	
	Quantity (each)	1 complete set	
<u>I</u>	<u>Down hole Electrical Power Cable (Heater Cable Cold Lead)</u>		
I.01	Temperature Rating	300 °F	
I.02	Length	Xx ft with the Connector if required to be specified by BIDDER	
	Quantity (ft)	BIDDER to specify	
<u>J</u>	<u>Down hole Electrical COLD (Heater Cable) & HOT (Heater Cable) Cables Splice Kit or Integral</u>		
J.01	Make and Type	BIDDER to specify	
J.02	Temperature Rating	300 °F	
	Quantity (each)	2	
<u>K</u>	<u>Down hole Electrical Heater Cable</u>		
K.01	Make and Type	BIDDER to specify	
K.02	Insulation	BIDDER to specify	
K.03	Cable Sheath Material	Flat Galvanized Armoured or Nickel Alloy UNS-NO-8825 pipe or BIDDER may specify	
K.04	Power Density (minimum requirement)	As per design	
K.05	Conductor Material	Copper	
K.06	Heavy Oil Flowing in Casing ID Estimated Temperature	152 to 160 °F	
K.08	Minimum Cable Conductor spacing	25 mm	
	Quantity (ft)	5,950	
<u>L</u>	<u>Down hole Completion Equipment: 2.7/8" EUE Cross Coupling Cable Protector Clamp</u>		
L.01	Make and Type	Cannon Services Ltd.	
L.02	Cross Coupling Cable Protector Clamp to fit COMPANY's 2.7/8" EUE N80 Completion Tubing String (Note: Provision of the AutoCad scaled technical drawing is a mandatory requirement)	To fit COMPANY'S 7,000" 23 PPF L80-1 Slotted Liner drift	
L.03	Number and dimensions of Slots required for the Heater Cable guidance and protection	BIDDER to specify	

L.04	Number and dimensions of Slots required for the Heater Cable guidance and protection	BIDDER to specify	
L.05	Slots to accommodate 3/8" Chemical Injection string	BIDDER to specify	
L.06	Slots to accommodate 11mm X 11mm TEC line	BIDDER to specify	
L.07	Material Grade and Metallurgy	NACE MR-01-75 compliant, HRC≤22	
	Quantity (each)	Approx. 180	
<u>N</u>	Quantity (each) <u>Any other equipment for compliance of intended Scope of work</u>	1	

*** Bidder should note that the items are required to be installed in wells with approximate TVD for the well will be around 1200 meters and MD will be approximately 1850 meters. Accordingly, bidder to determine & design the lengths of the cables and other materials required.

Annexure-B**DOWN HOLE HEATER CABLE SYSTEM SERVICE EQUIPMENT SPECIFICATIONS**

Item (1)	SERVICE EQUIPMENT Description (on a per Well basis) (2)	COMPANY'S Minimum Requirement (3)	BIDDER'S Data (3)
<u>A</u>	<u>Down hole Completion Equipment: Heater RUNNING / RETRIEVING SPOOLING UNIT</u>		
A.01	Make and Type	BIDDER to specify	
A.02	Skid Mounted and driven by an hydraulic Motor remote controlled by an Operator	Required	
A.03	Hydraulically operated level window to ensure a proper unspooling and spooling of the Cable	Required	
A.04	Easy insertion/removal at Well location of the Cable Spool Reel or of an empty Reel	Required	
A.05	Spooling Unit Skid must be shipped complete with pad eyes, slinks and chuckles with copy of the up to date NDE certification.	Required	
A.06	Spooling Unit dimensions, weight and maximum length of Cable that can be loaded	Required	
	Quantity (each)	BIDDER to specify	
<u>B</u>	<u>Down hole Completion Equipment: Heater RUNNING / RETRIEVING Sheave</u>		
B.01	Make and Type	BIDDER to specify	
B.02	Complete of mechanical locking mechanism	Required	
B.03	Sheave must be supplied complete with pad eyes, slinks and chuckles for it installation where appropriate on the Mast and with copy of the up to date NDE certification	Required	
	Quantity (each)	BIDDER to specify	
<u>C</u>	<u>Down hole Completion Equipment: Cross Coupling Cable Protector Clamps Installation Unit</u>		
C.01	Make and Type	BIDDER to specify	
C.02	Hydraulic Clamp Closing SYSTEM PACKAGE	Required	
C.03	Hydraulic Installation of the Clamp locking pin	Required	
	Quantity (each)	1 + 1 (Back Up)	
<u>D</u>	<u>Measuring SYSTEM PACKAGES: Handheld type Megger</u>		
D.01	Portable, rugged field-proven CFL and HV test module 0 to 20 kV dc testing	BIDDER to specify	
D.02	Ergonomically designed control panel with large XGA integrated display	BIDDER to specify	
	Quantity (each)	BIDDER to specify	
<u>E</u>	<u>Measuring SYSTEM PACKAGES: Clamp-on type Megger</u>		
E.01	Portable, rugged field-proven CFL and HV test module 0 to 20 kV dc testing	BIDDER to specify	
E.02	Ergonomically designed control panel with large XGA integrated display	BIDDER to specify	
	Quantity (each)	BIDDER to specify	

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OIL INDIA LIMITED
(A Government of India Enterprises)
RAJASTHAN PROJECT
2A, SARASWATI NAGAR,
DISTRICT SHOPPING CENTRE,
BASNI, JODHPUR- 342005,
RAJASTHAN

TEL : 0291 – 2729473, FAX NO.: 0291-2727050
E-Mail: km_kumar@oilindia.in, erm_mm@oilindia.in

Web Site: www.oil-india.com

OIL'S BOOKLET REF.

MM/RP/GLOBAL/E-01/2005

For

E-PROCUREMENT ICB TENDERS

1.0 CONTENT OF BIDDING DOCUMENTS

The goods required, bidding procedures and contract terms are described in the bidding document. The bidding document consists of two parts. The FIRST part will consist of the Invitation for Bids which will be enclosed against individual tender. The SECOND part is containing the bidding document comprising of following Sections.

SECTION 'A' - GENERAL TERMS AND CONDITIONS APPLICABLE TO BOTH FOREIGN AND INDIAN BIDDERS.

SECTION 'B' - SPECIAL TERMS AND CONDITIONS APPLICABLE ONLY FOR FOREIGN BIDDERS AND THEIR INDIAN AGENTS.

SECTION 'C' - SPECIAL TERMS AND CONDITIONS APPLICABLE ONLY FOR INDIAN BIDDERS.

SECTION 'D' - BID EVALUATION & BID REJECTION CRITERIA.

**SECTION 'E' - SPECIAL TERMS AND CONDITIONS APPLICABLE
ONLY FOR TUBULAR TENDERS.**

The Bidding document also consists of following Annexures:

Annexure I : Bid Submission proforma

Annexure IIA & IIB : Price Schedule Proforma

Annexure III : Proforma of Exceptions/Deviations

Annexure IV : Check List

Annexure V : Proforma of Bidder's past supplies

**Annexure VI : Proforma of Authorisation Letter for
Attending Tender Opening**

Annexure VII : Proforma of Bid Security

Annexure VIII : Proforma of Performance Security.

**Annexure IXA & IXB : List of Foreign Correspondents of SBI
/Allahabad Bank for opening of Letter of Credit**

Annexure X : List of Gateway Airports

Annexure XI : Declaration Certificate

1.2 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 **CHIEF MANAGER (M&C), Oil India Limited, Rajasthan Project, 2A, District Shopping Centre, Basni, Jodhpur- 342005, RAJASTHAN (INDIA)** on or before the Bid Closing Date and Time mentioned in the Tender.

a) **Original Bid Security if applicable.**

b) **Details Catalogue.**

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.

1.3 All the Bids must be Digitally Signed using "Class 3" digital certificate (e-commerce application) as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

INSTRUCTIONS TO BIDDERS

SECTION - A

GENERAL TERMS AND CONDITIONS

1.0 ELIGIBILITY TO BID :

- 1.1 The bid should be from Original Equipment manufacturers.
- 1.2 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 FOREIGN COLLABORATION/JOINT VENTURES :

- 1.3.1 In case an Indian bidder does not meet the experience requirement and is banking upon the experience of foreign collaborations/ joint venture firms regarding back-up consultancy, the proof of Government's clearance should be submitted along with the Bid failing which the offer will be ignored.

2.0 TENDER FEE

- 2.1 For Limited tenders, no tender fee will be required.
- 2.2 In case of press tenders, prospective bidders can purchase tender documents from the offices of the of Oil India Limited (hereinafter referred to as 'OIL') mentioned in the notice inviting tenders (NIT) against an application along with requisite non-refundable tender fee. The bidders shall be able to create the bid online only after payment of tender fee. OIL will not take any responsibility for any delay/late in receipt of Tender Fee.

2.3 EXEMPTION OF TENDER FEE :

- 2.3.1 Small Scale Industries (SSI) registered with NSIC under Single Point Registration Scheme (and not their dealers/distributors) are exempted from payment of tender fees for the items they are registered with NSIC. Valid registration certificate with NSIC must

be enclosed along with the application for issuing tender documents.

2.3.2 Public Sector Units (PSU) are also exempted from payment of tender fee.

2.3.3 Firms registered with NSIC, PSU's & Government Departments claiming exemption from payment of tender fee should submit their request with all credentials to the tender administrator at least 7 days in advance from the date of closer of sale of bid documents, to get access for participation in the tender.

2.3.4 Tender documents provided to SSI Units registered with NSIC on free of charge basis shall submit their offer for their own product for which they are registered. Their offer for other than their own product shall not be acceptable. Their offer as supply house also will not be acceptable and shall be rejected straightway.

2.4 REFUND OF TENDER FEE :

In case of cancellation of Press tenders, tender fee will be refunded. However, in case fresh tender is issued in cancellation of earlier tender, tender fee will not be refunded. Instead, such bidders will be allowed to participate Free of charge.

3.0 TRANSFERABILITY OF BID DOCUMENTS :

3.1 The Bid documents are non-transferable. The bid can only be submitted in the name of the bidder in whose name the bid document has been issued.

3.2 Unsolicited offers will not be considered and will be straightway rejected.

4.0 COST OF BIDDING

4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

General Terms and Conditions with following Annexures(contained in booklet No: **MM/RP/GLOBAL/E-01/2005**)

Annexure I : Bid Submission proforma
Annexure IIA & IIB : Price Schedule Proforma

Annexure III	:	Proforma of Exceptions/Deviations
Annexure IV	:	Check List
Annexure V	:	Proforma of Bidder's past supplies
Annexure VI	:	Proforma of Authorisation Letter for Attending Tender Opening
Annexure VII	:	Proforma of Bid Security
Annexure VIII	:	Proforma of Performance Security.
Annexure IXA & IXB	:	List of Foreign Correspondents of State Bank Of India (SBI) /Allahabad Bank for opening of Letter of Credit
Annexure X	:	List of Gateway Airports
Annexure XI	:	Declaration Certificate

- 4.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid without seeking any clarifications.

5.0 AMENDMENT TO BIDDING DOCUMENTS

- 5.1 At any time prior to the bid closing date, OIL may for any reason, whether at its own initiative or in response to clarifications requested by the prospective bidder(s), modify the bidding document by amendment(s). All prospective bidders who have received the bidding documents will be notified of the amendments.
- 5.2 OIL may at its discretion if considered necessary, extend the deadline for the submission of bids.

PREPARATION OF BIDS :

6.0. LANGUAGE AND SIGNING OF BID

- 6.1 Bids and all related documents as well as all subsequent correspondence between the Bidder and OIL shall be in English language. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case for purpose of interpretation of the bid, the translation in English shall prevail.

7.0 CONTENTS OF OFFERS :

- 7.1 The Prices along with price related conditions shall be filled online in the Price-Bid screen. Any documents sought to be attached with price bid shall also be attached at appropriate place must be digitally signed..

Unpriced techno-commercial Bids shall be submitted in the prescribed bid proforma as per Annexure I to XI. The above annexures shall be duly filled in without any alteration to OIL's proforma. The above Annexures along with copy of Bid Bond as per Annexure VII and all other techno-commercial documents other than price details to be submitted with unpriced bid as per tender requirement should be placed in the 'un-priced' bid folder.

- 7.1.2 The bid and all attached documents should be digitally signed using digital signatures issued by an acceptable Certifying Authority (CA) as per Indian IT Act 2000 before bid is uploaded. If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same.

The authenticity of above digital signature shall be verified through authorised CA after bid opening and in case the digital signature is not authorized the bid will be rejected.

Bidder is responsible for ensuring the validity of digital signature and it's proper usage by their employee.

- 7.1.3 The Bidders are advised in their own interest to ensure that all the points brought out in the check list enclosed at Annexure IV are complied with in their bid failing which the offer is liable to be rejected.
- 7.1.4 The bids can only be submitted in the name of the Bidder who have been permitted to participate in the bid. The bid papers, duly filled in and complete in all respects shall be submitted together with requisite information and Annexures I Through XI. It shall be complete and free from ambiguity, change or interlineations.
- 7.1.5 The bidder should indicate at the time of quoting against this tender their full postal and Fax/Email addresses and also similar information in respect of their authorised agents in India, if any.
- 7.1.6 The bid including all attached documents shall be digitally signed by duly authorized representative of the bidding company.

7.1.7 The Bidder, in each tender for procurement of goods, will have to give a certificate in its offer, that the terms and conditions as laid down in this model bidding document booklet no. MM/RP/GLOBAL/E01/2005 are acceptable to it in toto.

7.2 **PRICE SCHEDULE**

7.2.1 The Bidder shall fill in completely (on-line) all fields in the price schedule furnished in the bidding document in respect of items quoted.

7.3 **Bid Prices**

7.3.1 The bidders shall fill-in online the appropriate price schedule i.e the net unit prices of the goods they propose to supply and other pricing details etc. as per the Pricing condition separately ;

7.3.2 The Foreign bidders must quote the following prices/information:

- i) Firm unit Ex-Works price of the quoted items and Currency.
- ii) Firm FOB/FCA component stating the port of Embarkation .
- iii) Firm Fright (ocean/air) upto Kolkata as required in the price schedule .
- iv) Any other Price component as applicable to the Tender.

7.3.3 Deleted.

7.3.4 OIL reserves the right to place the order either on FOB or C&F basis.

7.4 The Indian bidders must quote the following prices/information:

- i) Firm unit Ex-Works price of the quoted items and Currency.
- ii) Firm Packing and forwarding component stating the place of despatch.
- iii) Firm Freight as required in the price schedule stating road/rail freight.
- iv) Any other Price component as applicable to the Tender.

7.4.1 Deleted

7.4.2 Deleted.

7.5 Prices quoted by the bidder shall be firm during the bidder's performance of the contract and not subject to variation on any account.

7.6 **DISCOUNT**

Prices should be quoted net of discount and no discount should be shown separately. Discount, if any should be merged with the quoted prices. Discount of any type, indicated separately as well as conditional discount, will not be taken into account for evaluation purpose. However, if an offer is found to be the lowest even without considering discount, OIL shall avail such discount at the time of placement of order.

7.7 **CHANGE IN QUANTITY :**

OIL reserves the right to increase / decrease the quantity. It will be obligatory on the part of the Bidder to supply ordered quantity at the offered rates.

7.8 **TECHNICAL LITERATURE:**

Relevant technical literature must be submitted along with the offer whenever called for without which the offer would be liable to be rejected.

7.9 **THIRD PARTY INSPECTION (When specifically called for in the tender):**

7.9.1 Whenever inspection by OIL's approved Third Party Inspection Agencies has been called for in the tender, Bidder must indicate the availability of the OIL's approved Third Party Inspection Agencies in their area. OIL reserves the right to inspect the material through any of the Third Party Inspection Agencies.

7.9.2 All inclusive charges for Third Party Inspection must be indicated separately in the on-line Price schedule.

7.9.3 Offers without any mention about Third Party Inspection charges as specified above will be considered as inclusive of Third Party Inspection charges. When a bidder mentions Third Party

Inspection charges as extra without specifying the amount, the offer will be loaded with maximum value towards Third Party Inspection charges received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, Third Party Inspection charges mentioned by OIL on the Purchase Order will be binding on the bidder.

7.10 SAMPLES (When specifically called for in the tender):

7.10.1 Bidder shall submit Samples of requisite quantity whenever called for. Each sample shall be sealed and have a card affixed indicating

- a) Bidder's name, address, contact Telephone No. & Email address
- b) Tender No. and Bid opening Date
- c) Product Name
- d) Item No. of the tender

7.10.2 Sample must be received on or before the Bid Closing Date failing which the offer will be rejected.

7.10.3 Bidders who have been exempted from submission of tender sample through specific communication from OIL, need not submit any sample. However, they will be required to enclose a photocopy of the exemption letter along with their bid failing which their offers will be liable to be rejected.

7.11 TRAINING (When specifically called for in the tender):

7.11.1 Bidders shall indicate cost for training OIL's personnel separately whenever called for.

7.11.2 For training at Bidder's premises, only the training fee should be indicated by the Bidder. All charges towards to & fro fare, boarding/lodging and daily expenses etc. for OIL's personnel shall be borne by OIL.

7.11.3 For training at OIL's premises, the Bidder should quote training charges which should be inclusive of all charges of their personnel viz. to and fro air fares, boarding/lodging expenses and daily expenses etc. for the entire period. Local transport for commuting to the site at the place of training will be provided by OIL.

7.12 INSTALLATION AND COMMISSIONING (When specifically called for in the tender):

- 7.12.1 In the event installation and commissioning of the item by the technical experts of the bidders is involved, the charges thereof should be quoted separately which should be inclusive of to and fro air fares, boarding/lodging & daily expenses of the bidder's technical personnel amongst others. OIL will provide local transport for commuting to the installation site. Bidders shall also indicate in their offer the total expected time required for installation/commissioning of the items.
- 7.12.2 Offers without any mention about installation/commissioning and Training charges will be loaded with maximum value towards installation/commissioning and Training charges received against the tender for comparison purposes.

7.13 SERVICE/INCOME TAX :

Any Service/ Income tax/Personal tax or any other taxes/levies involved on the services rendered by the Bidder shall be borne by bidders and will be deducted at source by OIL. Bidders are, therefore, requested to take note of this while quoting their prices wherever training and installation/commissioning etc. are involved.

7.14 DELIVERY :

- 7.14.1 Bidder shall offer their earliest delivery period Ex-works as well as F.O.R THAIYAT-HAMIRA or OIL Office-Jodhpur or as mentioned in the main tender documents (in case of indigenous Bidder) and Ex-works and C&F Kolkata (in case of foreign Bidder) from the date of receipt of order. Normal Ex-works delivery requirement of OIL is maximum 3 months from the date of receipt of Purchase Order or date of establishment of Letter of Credit (where payment term is through L/C), unless otherwise specified elsewhere.

7.15 VALIDITY OF BIDS

Validity of the offer shall be minimum 4 months (120 days) from the date of bid opening. If nothing is mentioned by the bidder in their offer, it will be presumed that the offer is valid for four months (120 days) from bid opening date.

7.16 VAGUE AND INDEFINITE EXPRESSIONS

Any vague and indefinite expressions such as “Subject to prior sale”, “Prices ruling at the time of despatch”, “Subject to availability of materials” etc. will not be considered.

**7.17 AGENT/ CONSULTANT/ REPRESENTATIVE/
RETAINER/ASSOCIATE**

7.17.1 Bidders must clearly indicate in their offer whether they have any Agent in India. If so, bidders must furnish the names and addresses of their agents and state clearly whether agents are authorised to receive any commission. The rate of commission amount must be indicated which will be payable only in non-convertible Indian currency. Unless otherwise specified it will be assumed that Agency commission has been included in the offered price. If there is no mention about the commission amount, it will be assumed that no commission is involved against this purchase.

8.0 CLARIFICATION IN RESPECT OF INCOMPLETE OFFERS

Prospective bidders are advised to ensure that their bids are complete in all respects and conform to OIL's terms, conditions and bid evaluation criteria of the tender. Bids not complying with OIL's requirement may be rejected without seeking any clarification.

9.0 BID SECURITY

(NOTE : This clause is applicable only in case of tenders wherever specifically mentioned.)

9.1.1 All the Bids must be accompanied by Bid Security for the amount as mentioned in the NIT or an equivalent amount in freely convertible currency and shall be in the prescribed format (Annexure VII) as Bank Guarantee((BG) or an irrevocable Letter of Credit (L/C) from any of the following Banks :

- a) Any Scheduled Indian Bank or
- b) Any Indian branch of a foreign Bank or
- c) Any reputed foreign Bank having correspondent bank in India

9.1.2 The Bank Guarantee / LC shall be valid for seven (7) months from the Bid closing date and shall be enforceable at at Jodhpur / Delhi/ Kolkata.

9.2 (i) The domestic bidders will have to submit the Bank Guarantee from any of the scheduled banks and on non - judicial stamp paper of requisite value, as per the Indian Stamp Act, purchased in the name of the issuing banker.

(ii) The foreign Bidder will have to submit the Bank Guarantee from Banks of Indian origin situated in their town/city/country. In case no such bank of Indian origin is situated in their town/city/country, the Bank Guarantee may be submitted from the bankers as specified in Clause 9.1.1 (b) or (c) above.

(iii) The Bank Guarantee issued by a Bank amongst others must contain the following particulars of such Bank :

- (a) Full Address
- (b) Branch Code
- (c) Code Nos. of the authorized signatory with full name and designation
- (d) Phone Nos./Fax Nos./E-mail address

(iv) In case, any such Bid Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the signatures of fake official of the Bank, the bid submitted by the concerned bidder shall be rejected forthwith and the bidder shall be debarred from participating in future tenders.

9.3 Any bid not accompanied by a proper Bid Security (in Original) in conformity with Clauses 9.1.1, 9.1.2 and 9.2 as applicable will be rejected outright without any further reference.

9.4 The Bid Security of the unsuccessful bidders will be returned after finalization of tender whereas the Bid Security of the successful bidder will be discharged on such bidder's furnishing the Performance Security to OIL in the prescribed format (Annexure VIII) against the Purchase Order secured by the bidder within the stipulated time frame. The successful bidder will however, ensure that the validity of the Bid Security till such time the Performance

Security in conformity with Clauses 10.3 or 10.4 below as the case may be, is furnished.

- 9.5 The bidders will extend the validity of the Bid Security, if and whenever specifically advised by OIL, at the bidder's cost.
- 9.6 Bid Security will not accrue any interest during its period of validity or extended validity.
- 9.7 The Bid Security will be forfeited:
 - a) If a bidder withdraws his bid during the period of validity of bid or any extension thereof duly agreed by the bidder,
OR
 - b) If the successful Bidder do not accept the order or fails to furnish the Performance Security within 30 days of placement of order or before the expiry of Bid Security (unless extended), whichever is earlier.

9.8 Exemption of Bid Security:

- 9.8.1 Small Scale Industries (SSI) registered with NSIC under Single Point Registration Scheme (and not their dealers/distributors) are exempted from submitting Bid Security for the items they are registered with NSIC provided they submit their offer for their own product. Valid registration certificate with NSIC indicating the category of item and the monetary limit for which they are registered must be enclosed along with the Bid without which the bidder will not be entitled for exemption.
- 9.8.2 Public Sector undertakings are exempted from submitting Bid Security.

10.0 PERFORMANCE SECURITY :

(NOTE : This clause is applicable only in case of tenders wherever specifically mentioned.)

- 10.1 The successful bidder shall furnish the Performance Security in the form enclosed (Annexure VIII) herewith within 30 days of the receipt of notification of award of Contract failing which OIL reserves the right to cancel the order and forfeit the Bid Security. Bidders should undertake in his bid to submit Performance Security as stated above.

10.2 In the event of Seller's/Bidder's failure to discharge their obligations under the Contract, the Performance Security shall be encashed and the proceeds thereof shall be forfeited without any further reference to the Seller/Bidder.

10.3 The Performance Security shall be denominated in the currency of the contract or in equivalent US Dollars converted at the B.C. Selling rate of State Bank of India on the order date shall be in the form of a Bank Guarantee or irrevocable Letter of Credit from : a) Any Scheduled Indian Bank or
b) Any Indian branch of a foreign Bank or
c) Any reputed foreign Bank having correspondent bank in India.

10.4 (i) The bank guarantee by domestic bidders will have to be given from the scheduled banks on non judicial stamp papers of requisite value, as per the Indian Stamp Act, and stamp papers should be in the name of the issuing bank.

(ii) The foreign Bidder will have to submit the bank guarantee from Banks of Indian origin situated in their town/city/country. In case no such bank of Indian origin is situated in their town/city/country, the Bank Guarantee may be submitted from the bankers as specified in Clause 22.2 (b) or (c) above.

(iii) The Bank Guarantee issued by a Bank amongst others must contain the following particulars of such Bank :

- (a) Full Address
- (b) Branch Code
- (c) Code Nos. of the authorized signatory with full name and designation
- (d) Phone Nos./Fax Nos./E-mail address

(iv) In case, the Performance Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the signatures of fake official of the Bank, the LOI/Purchase Order issued/placed on the bidder shall be treated as cancelled forthwith and the bidder shall be debarred from participating in future tenders. Further, the Bid Security submitted by such bidder shall be invoked without any further reference.

10.5 The Bank Guarantee / LC shall be enforceable at Jodhpur / Delhi / KolKata.

- 10.6 The amount of Performance Security shall be 10% of order value (unless specified otherwise).
- 10.7 The Performance Security for capital nature items like plant and machinery etc. shall be valid for 12 months from the date of commissioning or 18 months from the date of shipment/despatch whichever concludes earlier. However, for consumables like chemicals, cement, tubular etc. the Performance Security shall be valid for 12 months from the date of shipment/despatch.
- 10.8 The Performance Security will be discharged by OIL and returned to the Bidder/Seller, within 30 days of its expiry of validity including any extension sought thereof or on completion of obligations under the contract.
- 10.9 Performance Security amount will not accrue any interest.

10.10 **Exemption of Performance Security :**

Small Scale Industries (SSI) registered with NSIC under Single Point Registration Scheme (and not their dealers/distributors) are exempted from submitting Performance Security for the items they are registered with NSIC if the contract /order value is less than the monetary limits for which the firm is registered with NSIC.

- 10.11 The bidders will extend the validity of the Performance Security, if and whenever specifically advised by OIL, at the Bidder/Seller's cost.

11.0 **DOCUMENTS COMPRISING THE BID**

- 11.1 The bid prepared by the bidder shall comprise the following components, duly completed:
- a) Price schedule (Refer on-line Price Schedule as applicable)
 - b) Documentary evidence in accordance with Clause 1.2 if the bidder is other than Original Equipment Manufacturer.
 - c) Bid must accompany necessary literature/catalogue of the equipment as well as of the spare parts catalogue thereof, wherever required.
 - d) Bid Submission Proforma duly filled in (Refer Annexure I)
 - e) Exceptions/Deviations Form duly filled in (Refer Annexure III)

- f) Check List duly filled in (Refer Annexure IV)
- g) Bidder's past supplies proforma duly filled in (Refer Annexure V)
- h) Authorisation letter for attending Tender Opening (Refer Annexure VI)
- i) Bid Security, wherever required.
- j) Confirmation about the Performance Security, wherever required
- k) Back-up Authority Letter for warranty cover of manufacturer in case the bid is from sole selling agent/authorised distributor/authorised dealer/authorised supply house.

12.0 SUBMISSION AND OPENING OF BIDS

12.1 The bid along with all Annexure (I to XI) and copies of documents should be submitted in e-form only through OIL's e-bidding engine. The price bids submitted in physical form against e-procurement tenders shall not be given any rejected. However the following documents should necessarily be submitted in physical form in sealed envelope super scribed as "Tender Number and due for opening on....." The outer cover should duly bear the tender number and date of closing/opening prominently underlined, alongwith the address of Purchaser's office, as indicated in Invitation For Bids:

1. The original bid security.
2. Any other document required to be submitted in original as per tender requirement.
3. If Sample is called for in the Tender
4. Printed catalogue and Literature if called for in the NIT.

13.0 DEADLINE FOR SUBMISSION OF BIDS

13.1 Deleted

13.2 No bid can be submitted after the submission dead line is reached. The system time displayed on e-procurement web page shall decide the submission dead line.

14.0 CLARIFICATIONS OF BIDS :

14.1 No unsolicited correspondence after submission of the offer will be taken cognizance of or responded to.

14.2 After the opening of the bid, OIL may at its discretion ask the bidder for clarification of its bids. The request for clarification and response shall be in writing and no change in the price or substance of the Bid shall be accepted. The reply of the bidder should be restricted to the clarifications sought.

15.0 EXTENSION OF BID SUBMISSION DATE :

Normally no request for extension of Bid Closing Date will be entertained. However, in case of any changes in the specifications, inadequate response or for any other reasons, OIL may at its discretion, extend the Bid Closing Date and/or time.

16.0 LATE BIDS

Bidders are advised in their own interest to ensure that bid are uploaded in system well before the closing date and time of the bid.

17.0 OPENING OF BIDS

17.1 The bid will be opened at 1300 Hrs. (IST) or on the date & time of opening indicated in "Invitation for Bid". Bidder or their authorised representative (only one person per bidder) will be allowed to be present at the time of opening of the Bids. However, a letter (in the form as per Annexure VI enclosed) must be produced to the Tender Opening Officer at the time of opening of tenders. Unless this letter is presented, the representative will not be allowed to attend the tender opening.

17.2 In case of unscheduled holiday on the closing/opening day of bid , the closing/opening date shall be re-fixed to next working day, the time notified remaining the same.

18.0 COMPLIANCE WITH TENDER :

18.1 Bidder's offer must conform in all respects with the applicable specifications, drawings and terms and conditions of the tender. Any deviation from the tender specifications or terms and conditions must be clearly and explicitly stated. In order to be considered responsive, the Bidder must enclose Annexure – III (duly filled in) with their Bid.

18.2 OIL reserves the right to accept / reject any deviation in bidder's offer pertaining to the materials specifications or to the terms and conditions stipulated in this tender without assigning any reason other than Bid Rejection Criteria specified in Section 'D'.

19.0 CHECK LIST :

THE CHECK LIST, AS PER ANNEXURE - IV ENCLOSED, MUST BE COMPLETED AND SUBMITTED ALONG WITH THE OFFER.

20.0 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.

20.1 OIL reserves the right to accept / reject or prefer any offer either in full or in part or annul the bidding process and reject all bids at any time prior to award of contract without thereby incurring any liability to the affected bidder (s) or any obligation to inform the affected bidder (s) of the ground for OIL's action. OIL also reserves the right to split the order between two or more parties.

21.0 PACKING :

21.1 Packing of goods must be sufficiently robust to withstand multiple handling during transit for delivery to their final destination so that contents do not get damaged. Protection of the plant and equipment against corrosion or deterioration must be given special attention. In case of foreign Bidders, the packing should be seaworthy.

21.2 Machined steel and iron parts are to be heavily greased / varnished as a prevention against rust.

21.3 In the case of internal combustion engines, compressors and similar equipment, internal parts are to be sprayed with an inhibitor or water splitting preservative and all openings covered with tape to prevent ingress of water.

21.4 Boxes / Packing cases containing electrical / electronic equipment are to be waterproof lined.

21.5 All items must have their respective identification marks painted / embossed on them.

- 21.6** Crates or boxes should have a list of items contained therein secured to the exterior by means of an enveloping piece of tin sheet nailed to the wood. A duplicate list should also be included inside the crate with the contents.
- 21.7** The Seller shall be responsible for damage of goods either in full or in part and for corrosion and/or deterioration of the plant and equipment during transit due to inadequate/insufficient packing or due to non-compliance with the above Para Nos. 21.1 to 21.4 depending upon the nature of items and as such shall be obligated to repair or replace the damaged goods or plant or equipment in full or in parts thereof, at free of cost to OIL within a reasonable period of time.

21.8 WEIGHT AND SIZE LIMITATION OF PACKAGES :

Normal limiting dimensions and weights are as under :

<u>Category</u>	<u>Length</u>	<u>Width</u>	<u>Height</u>	<u>Capacity</u>
Truck	5.185 Mtrs.	1.98 Mtrs.	1.98 Mtrs.	9 MT
Normal Trailer	10.98 Mtrs.	2.44 Mtrs.	2.44 Mtrs.	18 MT
Semi Low Bed Trailer	10.98 Mtrs.	3.05 Mtrs.	3.05 Mtrs.	20 MT
Low Bed Trailer	6.71 Mtrs.	3.05 Mtrs.	3.81 Mtrs.	18 MT

This dimensional restriction must not be violated without prior approval from OIL. The finished packing should be in the form of a Box under the limited dimensions.

22.0 INSPECTION AND TEST :

- 22.1** All materials to be supplied shall be subject to inspection and test by OIL at its discretion at any stage of manufacture and before despatch by mutual arrangement. Inspection and tests shall be carried out either by OIL's personnel or through a third party nominated by OIL. Seller has to arrange for the inspection through the nominated third party (whenever applicable) and obtain the necessary inspection certificates together with the declaration certificate (as per Format mentioned in Annexure XI)

- 22.2** OIL reserves the right to inspect the material through any of the Third Party Inspection Agencies. While appointing the Third party inspection Agency (from OIL's approved agencies), the bidder shall pass instruction to the appointed Third Party Inspection Agency to comply and respond to the advice/queries made by OIL directly with the inspection agency in connection with the inspection.
- 22.3** Bidder must extend the required facility for inspection by Third Party Inspection Agency. The bidder will be responsible for arranging the third party inspection and must submit the inspection certificate in Original together with the Declaration Certificate (as per Format mentioned in Annexure XI) to OIL alongwith the despatch/shipping documents. The certificate issued by the Third Party Inspection Agency must specify that the inspection has been carried out for the material to be supplied to OIL INDIA LIMITED and inspection has been carried out as per the scope of inspection stipulated in OIL's Purchase Order. The certificate should also specify OIL's Purchase Order Number.

23.0 CONFIDENTIAL INFORMATION :

- 23.1** The Bidder / Seller shall treat as confidential all designs, drawings, data or information written or verbal, supplied by OIL and shall use its best endeavors to ensure that such design, drawings, data or information is not divulged to any third party except with the consent of OIL where necessary for the purpose of performance of its obligation hereunder and subject to similar undertakings being obtained from such third parties to treat such design, drawings, data or information in like confidence other than designs, drawings, data or information which at the time of proposed disclosure are within the public knowledge or in the Bidder's/Seller's possession.

24.0 PATENT AND OTHER RIGHTS :

- 24.1** The Bidder/Seller shall fully indemnify OIL against any action, claim or demand, costs and expenses arising from or incurred by reason of any infringement or alleged infringement of any letter, patent, design, trademark or name, copy right or other legally protected rights in respect of any plant, work, materials to be

supplied or any arrangement, system or method of using, fixing or working to be employed by the Bidder/Seller.

- 24.2 In the event of any claim or demand being made or action brought against OIL in respect of any of the aforesaid matters, OIL shall notify the Bidder/Seller thereof as soon as possible and Bidder/Seller shall conduct with the assistance of OIL if necessary, but at his own expense, all negotiation for the settlement of such matter and any legal proceeding, litigation/ arbitration involved or which may arise there from.

25.0 **INDEMNITY AND INSURANCE :**

- 25.1 The Bidder/Seller shall defend or hold OIL harmless from all actions, claims, suits and demands made, against either or both of them in respect of injuries to or death of any person including employees of the Bidder/Seller or non-compliance of any statutory/safety requirement.
- 25.2 The Bidder/Seller shall also defend and hold OIL harmless for loss of and damage to property arising from the supply of any goods or materials or the erection, installation repair or operation for a period, of any plant hereunder.

26.0 **ASSIGNMENT :**

- 26.1 The Bidder/Seller shall not transfer, assign or sublet the consequent Contract or any part thereof without the prior consent in writing from OIL. Any permitted transfer/assignment or subletting shall not relieve the Bidder/Seller of any of his obligations which might have arisen before such permission was given.

27.0 **WARRANTY / GUARANTEE :**

- 27.1 Goods, materials or plant (s) to be supplied hereunder shall be new, of recent make, of the best quality & workmanship and shall be guaranteed by the Seller for a period mentioned hereunder against defects arising from faulty materials, workmanship or design. Defective goods / materials or parts notified by OIL to the Seller shall be replaced immediately by the Seller on F.O.R destination basis including payment of all taxes and duties at Seller's expense. This guarantee shall survive and hold good

notwithstanding inspection, payment for and acceptance of the goods.

<u>NATURE OF ITEMS</u>	<u>PERIOD OF WARRANTY / GUARANTEE</u>
For consumables like Cement, Chemicals, tubulars etc	12 months from the date of despatch/shipment
For Capital Items	18 months from the date of despatch/shipment or 12 months from the date of successful commissioning, whichever is earlier
For other items	18 months from the date of despatch/shipment or 12 months from the date of receipt at destination, whichever is earlier

28.0 DEFAULT IN DELIVERY / LIQUIDATED DAMAGES :

28.1 Time will be of the essence of the contract.

28.2 In the event of the Seller's default in maintaining the agreed delivery schedule set out in the order, OIL shall have the right to cancel the order at any time after expiry of scheduled delivery date without any reference to the Seller and make alternative arrangement at the discretion of OIL in which case extra expenditure involved, will be recoverable from the Seller and OIL shall not be responsible towards such cancellation or any damage that may be incurred by the Seller. The decision of OIL shall be final and binding on the Seller.

28.3 As an alternative to Clause No. 28.2 above, OIL reserve the right to accept the materials but, the Seller shall be liable to pay liquidated damages @ 0.5% per week or part thereof of the value of the goods in respect of which default in delivery takes place subject to a maximum of 7.5 %. Should there be default on the part of the Seller for more than 15 Weeks from the scheduled date to complete the delivery or to complete the installation/commissioning & Training (wherever applicable) successfully, OIL shall have the right, in addition to the provisions

under Clause 28.2 to invoke the Performance Security without causing any notice to the Seller to this effect.

The amount of liquidated damage as stipulated above is a preestimated genuine loss as agreed by both the parties and shall be payable without any demur and shall not be open for any dispute whatsoever.

28.4 The liquidated damage as agreed by both the parties as a genuine per-estimated loss shall be payable on Landed Cost of the materials at (THAIYAT-HAMIRA , Jaisalmer or Jodhpur as the case may be) inclusive of all cost to the extent of default (undelivered portion only in cases where part delivery is acceptable) and commissioning at site is not involved.

29.0 FORCE MAJEURE :

29.1 In the event of either of the parties being rendered unable, wholly or in part by force majeure to carry out its obligations under the agreement when entered into, it is agreed that on such party giving notice and full particulars of such force majeure in writing or by telegram / telex / fax to other party as soon as possible (within maximum one week), after the occurrence of the cause relied on then the obligations of the party giving such notice with proper documentary evidence so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused but for no longer period, and such cause as far as possible be remedied with all reasonable effort.

29.2 The term "Force Majeure" as used herein shall mean 'Acts of God' including Landslides, Lightning, Earthquake, Fires, Storms, Floods, declared Wars, Blockades, insurrection, riots, Government regulations etc., which are not within the control of the party claiming suspension of its obligations within the meaning of the above Clause 29.1 and which renders performance of the contract by the said party completely impossible.

30.0 DEFAULT :

30.1 In the event of an Contract with the Bidder, if the Bidder/Seller contravenes any of the provisions of the Contract or neglects to carry out his obligations of the Contract, OIL may give notice in writing thereof requiring the Bidder/Seller to remedy the breach within seven days, or within such period as OIL may agree to be reasonable and in the event of Bidder's/Seller's failing to do so, OIL will be at liberty to purchase the goods elsewhere or have the work which the Bidder/Seller has neglected to do, carried out by

some other person at the Bidder's/Seller's expense. In such an event OIL shall have the right to terminate the Contract.

31.0 TERMINATION :

- 31.1 In the event of an Contract with the Bidder, OIL shall have the right to terminate the Contract giving 7 days notice or such reasonable time and in this event shall pay to the Bidder/Seller such sum as shall fully compensate the Bidder/Seller for work carried out by them in performance of the Contract prior to such termination.

32.0 APPLICABLE LAW :

The contract arising out of this tender shall be interpreted in accordance with and governed by the laws of India.

33.0 ARBITRATION :

- 33.1 All disputes and differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this Tender and consequent Contract or the breach thereof shall be mutually settled. However, in case no such mutual settlement is arrived at, the matter shall be settled by arbitration in accordance with the provision of arbitration of the Indian Arbitration & Conciliation Act, 1996 and any statutory modification or reenactment thereof and the Rules made there under and for the time being in force. The venue of arbitration shall be at Jodhpur unless otherwise agreed by OIL
- 33.2 In case of dispute with the Seller who happens to be a Public Sector Undertaking, the same shall be resolved as per Department of Public Enterprises (DPE) guidelines.

SECTION - 'B'

SPECIAL TERMS & CONDITIONS
FOR FOREIGN BIDDERS ONLY

1.0 INCOTERMS :

Bidders to note that interpretation of all foreign trade terms shall be as per INCOTERMS 1990.

2.0 ORDER TERMS :

OIL reserves the right to place order on EXW (Ex-works including packing), FCA, FOB, C & F or CIF terms. Offered rates shall be kept firm by the Bidder through delivery / shipment.

3.0 PARTIAL ORDER/REDUCED QUANTITY :

THE MINIMUM FOB / FCA CHARGES IN CASE OF PARTIAL ORDER FOR REDUCED QUANTITY / ITEMS SHALL HAVE TO BE INDICATED BY THE BIDDER. IN CASE THIS IS NOT INDICATED SPECIFICALLY, THE CHARGES QUOTED WOULD BE PRORATA CALCULATED AND THE SAME WILL BE BINDING ON THE BIDDER.

4.0 TAXES & LEVIES :

- (i) All taxes, stamp duties and other levies imposed outside India shall be the responsibility of the Bidder/Seller and charges thereof shall be included in the offered rates.
- (ii) All Taxes & levies imposed in India, for the services including installation & commissioning, shall be to the Bidder/Seller's account.
- (iii) Income Tax on the value of the Services rendered by the Bidder /Seller in connection with installation, commissioning, training etc. shall be deducted at source from the invoices at the appropriate rate under the I.T. Act & Rules from time to time.

5.0 SHIPMENT :

5.1 SEA SHIPMENT : Shipment by sea shall be through conference line vessels, preferably having India as a member. Shipment must be under-deck.

5.2 AIR SHIPMENT : In case the gross weight of consignment is less than 100 kg., despatch by air may be assumed. In case of air freighting, order may be placed either on FCA (Gateway airport of the country from where the material will be shipped) or on Ex-works (packed) basis. A list of Gateway airport is enclosed as Annexure X. In cases of order on FCA basis, airfreighting shall be through OIL's authorised Freight Forwarder and all charges up to aircraft are to be borne by the bidder. In case of order on Ex-works (packed) basis, the supplier shall make the goods ready with export air worthy packing and OIL's nominated cargo handling Agent shall collect the materials from the works of the supplier.

5.3 DESPATCH THROUGH COURIER : In case despatch is made through courier, despatch is to be made on "Freight mode", unless otherwise specified.

6.0 INSURANCE :

In case of shipment other than on CIF terms, insurance will be arranged and paid for by OIL on receipt of information of loading. In case of contracts on CIF terms, insurance upto Port of discharge shall be arranged and paid for by Seller.

7.0 COUNTRY OF ORIGIN :

Bidders shall indicate Country of Origin item-wise. In case of mixed country of origin, percentage distribution of contents of country of origin must be stated.

8.0 TERMS OF PAYMENT

8.1 Payment terms must be clearly stated. OIL's standard payment terms are:

- i) Sight draft basis (Cash against Documents)
- ii) Letter of Credit (L/C)

8.2 Payment through Letter of Credit :

8.2.1 The Letter of Credit shall be established through State Bank of India (SBI) or Allahabad Bank or any other scheduled Bank, as would be mentioned in the Purchase Order, from time to time. The foreign correspondents of SBI / Allahabad Bank / any other scheduled Bank in various countries are furnished vide Annexure IXA and Annexure IXB to this Tender Notice. Bidders shall name one of the correspondents of SBI / Allahabad Bank through whom they prefer to have their L/C opened. Where foreign correspondents of SBI / Allahabad Bank are not existing presently, the bidders are to indicate their banker's name and address in their offers.

8.2.2 Normally L/C will not be confirmed. Confirmation of L/C, if required, shall be at Seller's cost.

8.3 For small value orders say up to US \$15,000.00, OIL would prefer to make payment on Sight draft (Cash against Documents) basis for expeditious processing of order for mutual benefit. OIL undertakes

to pay within 15 working days of receipt of clean documents, in case of payment on Sight draft (CAD) basis. As per present rule, Sight Draft (CAD) payment up to US\$ 25,000 can be made on direct submission of documents to OIL's nominated banker instead of routing through bidder's banker.

8.4 Payment terms where installation and commissioning & Training is involved:

Wherever installation and commissioning is involved, 70% payment will be made against supply of materials and balance 30% after satisfactory commissioning at site along with the installation & commissioning charges. Payment towards training will be released after successful completion of training.

The bidder, in his bid, must indicate the correct particulars viz. their Account number etc. to enable the SBI to put through the correct transaction.

8.5 PAYMENT TO THIRD PARTY :

Request for payment/part payment to third party (i.e., other than the party on whom the order has been placed) will not be entertained by OIL under any circumstances. The offers stipulating payment/part payment to such third party will be considered as nonresponsive and such offers will be rejected.

9.0 BANKING CHARGES :

9.1 While banking charges in India will be borne by OIL, all banking charges in bidder's country will be to the bidder's account. Bidders are requested to quote their prices considering these charges, if applicable. Further, bank charges in India incurred in extension/ amendment of L/C for reasons attributable to the bidder (and where OIL is not at fault), shall be borne by the bidder.

10.0 ADVANCE PAYMENT :

10.1 Request for advance payment shall not be normally considered. However, depending on merit and at the sole discretion of OIL, advance payment may be agreed at an interest rate of 1% above the prevailing Bank rate (CC rate) of State Bank of India compounding on quarterly basis from the date of payment of the advance till recovery /refund.

- 10.2 Advance payment if agreed to by the Company shall be paid only against submission of an acceptable Bank Guarantee whose value should be equivalent to the amount of advance plus the amount of interest estimated by OIL on the basis of contractual delivery period without further reference.
- 10.3 Bank Guarantee shall be valid for 3 months beyond the delivery period incorporated in the order and same shall be invoked in the event of Seller's failure to execute the order within the stipulated delivery period.
- 10.4 In the event of any extension to the delivery date, seller shall enhance the value of the bank guarantee to cover the interest for the extended period and also shall extend the validity of bank guarantee accordingly.

11.0 INDIAN AGENTS :

- 11.1 Bidders must clearly indicate in their offer whether they have any Agent in India. If so, bidders must furnish the names and addresses of their agents and state clearly whether agents are authorised to receive any commission. The rate of commission amount must be indicated which will be payable only in non-convertible Indian currency. Unless otherwise specified it will be assumed that Agency commission has been included in the offered price. If there is no mention about the commission amount, it will be assumed that no commission is involved against this purchase.

11.2 One Indian agent is not allowed to represent two Bidders against one tender.

12.0 DOCUMENTATION :

- 12.1 Eight (8) copies of invoices, Six (6) copies of BL/AWB and Four (4) copies of certificate of origin will be required to be furnished.
- 12.2 The Seller shall negotiate the documents through their Bank at its earliest convenience. However, in case of shipment from the ports of nearby countries (e.g., Singapore), the successful Bidder shall negotiate the documents within 7 days of shipment.
- 12.3 Seller shall also ensure that the shipping documents are received by OIL's Kolkata office 7 days (3 days in case of shipment from nearby countries/ports like Singapore) prior to the listed arrival of

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

13.0 SPECIAL TERMS & CONDITIONS FOR INDIAN AGENT :

- 13.1 Commission to Indian Agents shall be paid after clearance of goods through customs against bills submitted to OIL's Kolkata office. However, whenever installation & commissioning is involved, the commission to Indian Agents shall be released only after successful installation & commissioning by the Bidder/supplier.
- 13.2 OIL shall reserve the right to deduct demurrage and other expenses incurred due to late / incorrect submission of documents by the Principal from the commission payable to their Indian Agents against the instant order or any other subsequent / outstanding order.

SECTION – ‘C’

SPECIAL TERMS & CONDITIONS

FOR INDIAN BIDDERS

1.0 PRICES :

- 1.1 Indian bidders are required to indicate both Ex-works as well as FOR Destination price by road. Bidder should also indicate FOR operating Railhead price where the material is a full rake load Chemicals/Cement/Tubular consignment or any other item specifically mentioned to be transported by rail only
- 1.2 OIL reserves the right to place order on FOR (despatching station) or FOR (destination) terms. Offered rates should be kept firm through delivery/despatch.

2.0 EXCISE DUTY:

2.1 Excise Duty, if any, should be quoted either as “extra” or as inclusive as the case may be. The Seller, if happens to be a Supply House, should not quote “Excise Duty” as extra.

SSI Unit availing slabs rate of turnover for duty structure should specify the maximum Excise Duty levies against the order at the time of delivery, if order is placed on them.

Bidders, who are manufacturers, should indicate the rate of Excise Duty, if any, separately for all quoted items.

Any benefit/concession/exemption involved should be spelt out clearly by the bidders. In case such information is not furnished in the Bid, the offer will be loaded with the maximum amount of Excise duty applicable for the item for evaluation purpose. However, OIL reserves the right to place the order based on the excise duty indicated in the Bid which will be binding on the Bidder.

2.2 Bidder should indicate the following in their offer:

- a) Address of the factory from where the goods will be despatched.
- b) Chapter, Heading and Sub-heading of the Excise tariff for the material offered.

3.0 SALES TAX :

3.1 In case of concessional CST @ 2 % (or any other rate as per the Act), necessary ‘C’ form shall be issued by OIL wherever applicable at the time of settlement of invoice. Wherever Assam General Sales Tax is payable by OIL, same shall be deducted at source for which tax deduction certificate shall be issued.

Any other benefit/concession/exemption available at the time of delivery should be spelt out clearly by the bidders. In case such information is not furnished in the Bid, the offer will be loaded with the normal amount of tax applicable for the item for evaluation purpose. However, OIL reserves the right to place the order based on the tax indicated in the Bid which will be binding on the Bidder.

4.0 OTHER TAXES & LEVIES :

- (i) All taxes, stamp duties and other levies for the services including installation/commissioning, Training etc. shall be to the Bidder/Seller's account.
- (iii) Income Tax /Service Tax on the value of the Services rendered by the Bidder/Seller in connection with installation/commissioning, training etc. shall be deducted at source from the invoices at the appropriate rate under the I.T. Act & Rules from time to time.

5.0 CONCESSIONS PERMISSIBLE UNDER STATUTES :

Bidder, while quoting against this tender, must take cognizance of all concessions permissible under the statutes including the benefit under Central Sale Tax Act, 1956, failing which the Bidder will have to bear extra cost where bidder does not avail concessional rates of levies like customs duty, excise duty, sales tax etc. OIL will not take responsibility towards this.

However, OIL may provide necessary assistance wherever possible, in this regard.

6.0 STATUTORY VARIATION :

Any statutory variation (increase/decrease) in the rate of excise duty/sales tax/Customs Duty or any statutory levy after the closing date of tenders/revised priced bid, as the case may be, but within the contractual delivery/completion period will be to the account of OIL subject to documentary evidence. However, any increase in excise duty/sales tax/Customs Duty or any statutory levy after the expiry of the scheduled date of delivery shall be to the supplier's account.

7.0 IMPORT CONTENT :

7.1 In case there is any import content in their offer, it will be obligatory on the part of the Indian bidders to mention the amount involved and the rates quoted should be inclusive of import content and applicable customs duty thereon. On the other hand, if there is no import content they should categorically state the import content to be NIL in their offer. Bidders who do not mention import content in their offer will not be entitled to price preference applicable, if any vide Section D (Bid Rejection & Bid Evaluation Criteria).

8.0 CURRENCY OF BIDS / EXCHANGE RATE FLUCTUATION :

- 8.1 Indian Bidders are permitted to bid in any currency (including Indian Rupees) and receive amount in that currency. However, currency of bid will not be allowed to be changed after bid opening. Since Indian bidders are allowed to quote in any currency, OIL will not compensate for any exchange rate fluctuation in respect of the purchase finalised under this tender.

9.0 DEEMED EXPORT BENEFITS :

It will be specifically highlighted in the tender in case Deemed Export benefits is applicable against this tender and the benefits available.

10.0 DESPATCH :

10.1 Road Despatch :

10.1.1 In the event of an order other than FOR Destination terms, the material will be required to despatch through OIL's approved transporters (which will be specified in the order) on "Door Delivery" basis.

10.1.2 For orders placed on FOR Destination basis, the material will be required to despatch through reputed Bank approved transporters only on Door Delivery basis. In case OIL is required to collect the material from transporters godown, extra expenditure incurred thereof will be recovered from the Bidder/seller.

10.2 Rail Despatch :

In case of Rail despatch, the Bidder will be fully responsible for arranging required railway wagons/rake. Tubular consignment will be despatched on open type wagons only. Height of the wagons should not exceed 4.6 metres.

11.0 INSURANCE :

11.1 Transit insurance will be arranged and paid for by OIL for all orders other than FOR Destination orders. The Bidder/seller will be required to intimate the insurance agency (which will be specified in the Purchase Order) regarding the despatch details immediately after despatch. The Sellers have to arrange the transit insurance at their cost in case of orders placed on FOR Destination basis.

12.0 PAYMENT TERMS :

12.1 Payment terms where installation / commissioning and Training are not involved :

Payment to the extent of 90% maximum of the value of the supply will be made against proof of despatch presented through Bank or to OIL directly. Balance 10% of the value will be released not later than 30 days of receipt of goods at OIL's site. Adjustments, if any, towards liquidated damage shall be made from the balance 10% payment. OIL may consider releasing 100% payment against despatch documents for suppliers having good track record with OIL and where 10% Performance Security is submitted in time and no installation/commissioning is involved.

12.2 Payment terms where installation /commissioning and Training are involved :

Wherever installation / commissioning and Training are involved, 70% payment will be made against supply of materials and balance 30% after satisfactory commissioning at site along with the installation & commissioning charges after adjusting liquidated damages, if any. Payment towards training will be released after successful completion of training.

12.3 Payment against Trial Orders :

In the event of placement of trial orders, payment will be made only on acceptance of goods after successful field trial of the materials.

12.4 PAYMENT TO THIRD PARTY :

Request for payment/part payment to third party (i.e., other than the party on whom the order has been placed) will not be entertained by OIL under any circumstances. The offers stipulating payment/part payment to such third party will be considered as nonresponsive and such offers will be rejected.

13.0 BANKING CHARGES :

All banking charges will be to the bidder's account.

14.0 ADVANCE PAYMENT :

- 14.1 Request for advance payment shall not be normally considered. Depending on merit and at the discretion of OIL, advance payment may be agreed at an interest rate of 1% above the prevailing Bank rate (CC rate) of State Bank of India compounding on quarterly basis from the date of payment of the advance till recovery /refund.
- 14.2 Advance payment if agreed to by the Company shall be paid only against submission of an acceptable Bank Guarantee whose value should be equivalent to the amount of advance plus the amount of interest estimated by OIL on the basis of contractual delivery period.
- 14.3 Bank Guarantee shall be valid for 3 months beyond the delivery period incorporated in the order and same shall be invoked in the event of Seller's failure to execute the order within the stipulated delivery period.
- 14.4 In the event of any extension to the delivery date, seller shall enhance the value of the bank guarantee to cover the interest for the extended period and also shall extend the validity of bank guarantee accordingly.

SECTION - D

BID REJECTION CRITERIA & BID EVALUATION CRITERIA

1.0 BID REJECTION CRITERIA :

The bids must conform to the specifications, terms, and conditions given in the NIT. Bids shall be rejected in case the items offered do not conform to the required minimum / maximum parameters stipulated in the technical specifications and to the respective international /national standards wherever stipulated. Notwithstanding the general conformity of the bids to the stipulated specifications and terms and conditions, the following requirements shall have to be particularly met by the bidders, without which the offer will be considered as non-responsive and rejected:

- 1.1 Bidders shall offer firm price through delivery and not subject to variation on any account. Bids with adjustable price shall be treated as non responsive and rejected.
- 1.2 Validity of the Bids shall be minimum 4 months (120 days). Bids with lesser validity will be rejected.
- 1.3 Bids received after bid closing date and time shall be rejected. Also, modification of Bids received after Bid Closing date/time shall not be considered.
- 1.4 Bidders shall quote directly and not through their agent in India. Offers made by their Indian Agents on behalf of their foreign Principals will be rejected. Similarly, Bids received from unsolicited parties shall be rejected.
- 1.5 The authenticity of above digital signature shall be verified through authorised CA after bid opening and in case the digital signature is not authorized the bid will be rejected.
- 1.6 Any offer containing incorrect statement will be rejected
- 1.7 Bids without original Bid Security as per Para 9.0 of Section A (wherever called for) and confirmation regarding submission of requisite Performance Security as per Para 10.0 of Section A (wherever called for) shall be rejected.
- 1.8 Bids not submitted in compliance with Special methods of submitting system mentioned in Para 12.1 of Section A (whenever applicable) will be rejected.
- 1.9 The bids shall conform generally to the specifications and terms and conditions given in the tender. Bids shall be liable for rejection in case the goods offered don't conform to the required minimum / maximum parameters stipulated in the technical specifications and to the respective international/National standards wherever stipulated.
- 1.10 Bids submitted without all the cost details required vide Para 7.1 of Section A will be rejected.
- 1.11 Bids not submitted in compliance with Para 7.10.2 of Section A regarding submission of samples (whenever applicable) will be rejected.

2.0 BID EVALUATION CRITERIA :

- 2.1 Bids which are found to be responsive and meeting the requirement both specification wise and terms and conditions in the enquiry will be considered for final evaluation.
- 2.2 Each item shall be normally evaluated independently unless otherwise stated.
- 2.3 In the event of computational error between unit price and total price, unit price shall prevail and adopted for evaluation.
- 2.4 Similarly, in the event of discrepancy between words and quoted figure, words will prevail.
- 2.5 For conversion of foreign currencies into Indian Rupees, B. C. selling (Market) rate declared by State Bank of India (SBI) 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 exceeds 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.

3.0 COMPARISON OF OFFERS :

3.1 WHEN ONLY FOREIGN BIDDERS ARE INVOLVED :

Comparison of offers will be done on CIF Kolkata Port basis.

3.2 WHEN BOTH FOREIGN AND DOMESTIC BIDDERS ARE INVOLVED:

- 3.2.1 The ex-works price of domestic bidder (inclusive of customs duty on imported raw materials and component etc. and applicable terminal excise duty on the finished products and Sales Tax) excluding inland transportation to destination and CIF landed price of foreign bidders (with customs duty as applicable on the bid closing date) excluding inland transportation to destination will be compared. However, for contracts for supply cum installation / erection / site assembly, or turnkey projects where bidder's responsibility includes inland transportation, the evaluation will be inclusive of inland transportation.

3.2.2 Price Preference:

For capital goods, the domestic manufacturers would be accorded a price preference to offset CST to the extent of 4% or actual whichever is less subject to 30% local content norms as stipulated for World Bank Funded project to the satisfaction of OIL.

3.2.3 When more than one domestic bidders fall within price preference range, inter-se-ranking will be done on FOR destination basis.

3.2.4 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.

3.3 WHEN ONLY DOMESTIC BIDDERS ARE INVOLVED OR WHEN MORE THAN ONE DOMESTIC BIDDERS ARE IN CONTENTION IN CASE OF MIXED RESPONSE:

Comparison of offers will be done on FOR destination basis by road (except for full rake load Chemicals/Cement/Tubular consignment or any other item specifically mentioned to be transported by rail only).

3.4 Insurance and banking charges (in India) will be assumed as 1.5% of the FOB prices in case of foreign offers. Extra 1% will be loaded on offers stipulating confirmed L/C at buyer's account. In case of domestic bidders, extra @ 0.5 % shall be loaded on F.O.R. despatching point value towards insurance charges to arrive at F.O.R. destination price, towards insurance charges.

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

3.6 Considering the nature of the item, if the product offered by the lowest acceptable bidder is not field proven in OIL, purchaser at its discretion may place a trial order to the extent of 25% (maximum) only and balance quantity will be procured from other competitive bidders whose product has been field proven in OIL.

4.0 PURCHASE PREFERENCE :

OIL reserves the right to allow to the Central Public Sector Enterprises, purchase preference facilities as admissible under the existing policy. However, the provisions are subject to change as per Govt. Guidelines and the provisions ruling at the time of bid (price bid in case of two bid/stage system) opening will be applicable. Bidders are requested to take a note of the latest guidelines of the Govt. in this regard on their own and quote accordingly.

- 5.0 In case of any conflict between the Rejection/Evaluation criteria stipulated in this Section with that given in the Invitation for Bid against specific Tender, those mentioned in the Invitation for Bid against specific Tender will prevail.

SECTION - E

SPECIAL TERMS & CONDITIONS **FOR TUBULARS**

1.0 MANUFACTURING DETAILS :

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

i) Manufacture of the Green pipe ii) Manufacture of the Mother pipe iii) Manufacture of Coupling Stock/blanks iv) 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 fulfill the criteria laid down in General terms and conditions (refer para 1.2 of Section A) to be eligible for bidding.

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

i) A certificate from the final manufacturing mill guaranteeing supply of the tubulars to the bidder in the event of an order on the bidder.

ii) Valid API certificates of the mills doing the respective jobs.

1.3.2 It may be noted that no change in manufacturing mill will be allowed after placement of order.

1.4 Bidders must clearly indicate the country of origin.

2.0 QUANTITY TOLERANCE :

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

3.0 ANTI DUMPING DUTY CLAUSE :

3.1 Government of India has imposed Anti Dumping Duty in respect of Casing, Linepipe and Tubing etc., used in drilling of oil or gas of an external diameter not exceeding 244.5 mm or 9.5/8 inches originating in or exported from Austria, Czech Republic, Russia, Ukraine and Romania . In case the product is offered from any of the parties/countries listed by Government of India in the Anti dumping duty notification or any other parties/Countries on whose product the Government of India may impose Anti Dumping Duties at any stage, the successful bidder will be required to undertake to pay the applicable Anti Dumping duties. In case of the foreign bidders, the amount involved in respect of Anti Dumping duty will have to be remitted to OIL within 15 days of receipt of the notice from OIL, whereas in case of indigenous bidders they should note that OIL will not be liable to reimburse any amount on account of Anti Dumping duty for the materials imported by them for execution of the contract.

3.2 The bidders are required to categorically confirm that the goods offered will not originate/ be shipped from any of the above named countries or any of such countries on whose products Government of India may impose Anti Dumping duties at any stage and if so, the applicable Anti Dumping duty will be borne by them as mentioned above. In the event such a categoric confirmation is not made in the offer, the offer will be summarily rejected.

4.0 PRICE BREAK-UP :

4.1 Foreign Bidders must furnish price details giving break up as under :

- i) Firm unit Ex-Works price of the quoted items and Currency.
- ii) Firm FOB/FCA component stating the port of Embarkation .
- iii) Firm Fright (ocean/air) upto Kolkata as required in the price schedule .
- iv) Third Party Inspection charges per metre.
- v) Any other Price component as applicable to the Tender.

4.1.1 Foreign bidders are required to quote "Firm FOB" and "Firm C&F" price showing break up. Evaluation of foreign offers will be made considering "Firm C&F" price. Bidders not quoting "Firm FOB" and "Firm C&F" price will be rejected.

4.1.2 In the event of order on foreign party, order may be placed on FOB or C&F terms at the discretion of OIL. Initially, order may be placed on FOB terms with an option to change to C&F terms for the quoted C&F value. It will be obligatory on the part of the bidder to agree to above terms.

4.2 Indigenous bidders are to quote the following :

- i) Firm unit Ex-Works price of the quoted items and Currency.
- ii) Firm Packing and forwarding component stating the place of despatch.
- iii) Firm Freight as required in the price schedule stating nearest operating Rail head (despatching point)
- iv) Third Party Inspection charges per meter v) Duties, Taxes, if any.
- vi) Import content, if any (Statement like "maximum import content" shall not be entertained and import content must be quantified clearly)
- vii) Any other Price component as applicable to the Tender.

5.0 PLACEMENT OF ORDER :

5.1 In case of foreign bidders, order will be placed on FOB or C&F basis at the discretion of OIL. In case of indigenous bidder, order will normally be placed on FOR nearest Rail head basis, freight to pay by Rail for full rake load consignment. In case of small consignment (less than rake load) orders will normally be placed on Ex-works basis in which case goods are to be dispatched through our nominated carriers on freight to pay basis in which case loading at the dispatching point is to be done by suppliers without any additional charge. If suppliers make any request for change of mode of transportation from Rail to Road for full rake load consignment for any reason, OIL may consider allowing transportation by road subject to suppliers' agreement to bear the excess freight, if any.

5.2 Notwithstanding above, OIL reserves the right to place orders on any terms at its discretion.

6.0 SPECIFICATIONS :

6.1 The bids shall conform generally to the specifications and terms and conditions given in the tender. Bids shall be liable for rejection in case the goods offered don't conform to the required minimum / maximum parameters stipulated in the technical specifications and to the respective international/National standards wherever stipulated.

7.0 BID REJECTION CRITERIA :

Notwithstanding the general conformity of the bids to the stipulated specifications and terms and conditions, the following will have to be categorically confirmed in the bid without which the same will be considered as non-responsive and summarily rejected :-

- i) The tubular will bear API monogram.
- ii) The tubular will be brand new and of recent manufacture.
- iii) Certificate from the final manufacturing mill guaranteeing supply of the tubulars to the bidder in the event of an order on the bidder as per Para 1.3.1 (applicable for Supply houses)
- iv) The goods offered will not originate in or exported from any of the countries as detailed in Para 3.0 (Anti dumping duty clause) above and if so the Anti Dumping Duty will be borne by the bidder.
- v) 'Firm FOB' and 'Firm C&F' price in case of foreign bidders.

- 8.0** For other terms and conditions, please refer to Section A to D. Terms and conditions incorporated above would prevail over the General Terms and conditions in case of any contradiction.

ANNEXURE - I

BID SUBMISSION PROFORMA

Tender No :

Oil

India Limited

Dear Sirs,

I / We have understood and compiled with the “ Instructions to Bidders” at “Bid evaluation / Rejection Criteria” and the “General Terms and Conditions” for supply and have thoroughly examined and compiled with the specifications, drawings and / or pattern stipulated hereto and / are fully aware of the nature of the material required and my / our offer is to supply materials strictly in accordance with the requirements.

Yours faithfully,

(SIGNATURE OF BIDDER)

ADDRESS :

DATED :

TELEPHONE NO :

FAX NO :

EMIAL ADDRESS :

MM/RP/GLOBAL/E-01/2005 (42)

Note : This form should be returned along with offer duly signed

ANNEXURE - II A

Price Schedule Proforma

(Prices are to be quoted as per online format)

ANNEXURE - II B

Price Schedule Proforma

(Prices are to be quoted as per online format)

ANNEXURE - III

PROFORMA EXCEPTION / DEVIATION

EXCEPTION / DEVIATION PERFORMA

OIL expects the bidders to fully accept the terms and conditions of the bidding documents. However, should the bidder experience some exception and deviations to the terms of the bidding documents, the same should be indicated here and put in unpriced bid. In order to be considered responsive, Bidder's offer must specifically include the following statement

:

- (a) We certify that our offer complies with all NIT requirements and specifications without any deviations.

Or

- (b) We certify that our offer complies with all NIT requirements and specifications with the following deviations :

Clause No. of Bidding Document	Full compliance/ not agreed	Exception/ deviations taken by the Bidders	Remark

Signature of the Bidder

Name :

Seal of the company

ANNEXURE - IV

CHECK LIST

MM/RPGLOBAL/E-01/2005

(45)

THE CHECK LIST MUST BE DULY FILLED UP COMPLETELY AND TO BE SUBMITTED ALONG WITH YOUR OFFER. PLEASE ENSURE THAT ALL THESE POINTS ARE COVERED IN YOUR OFFER. THESE WILL ENSURE THAT YOUR OFFER IS PROPERLY EVALUATED. PLEASE CROSS THE BOX WHICHEVER IS APPLICABLE.

TECHNICAL

(Applicable to both Foreign Bidders and Indigenous Bidders)

1.0 Whether necessary literature/catalogue of the equipment as well as spare parts thereof has been attached with the offer?

☐ Yes ☐ No ☐

2.0 Whether the product quoted is API approved and bears API monogram ? (if applicable)

☐ Yes ☐ No ☐ Not applicable ☐

3.0 Whether required sample asked in bidding document has been submitted along with the offer ?

☐ Yes ☐ No ☐ Not applicable ☐

4.0 If the sample has been asked for and the bidder is exempted from submission of sample, then whether exemption letter has been enclosed with the offer ?

☐ Yes ☐ No ☐ Not applicable ☐

5.0 Whether the materials being offered fully conform to the required technical specifications ?

Yes ☐ No ☐

6.0 If not, whether you have separately highlighted the deviation?

☐ Yes ☐ No ☐

COMMERCIAL

(A) Applicable to both Foreign Bidders and Indegenous Bidders

1.1 Whether requisite tender fee has been paid ?

☐ Yes ☐ No ☐ Not applicable ☐

1.2 If so, furnish the following :-

(i) Value

(ii) Mode of payment: ☐ Cheque/ Draft ☐ Cash ☐

2.1 Whether Original Bid Security has been forwarded (if called for) ?

☐ Yes ☐ No ☐ Not applicable ☐

2.2 If so furnish the following:-

(i) Name of the Bank

(ii) Value (iii) Number

(iv) Date of issue

(v) Period of validity of the Bank Draft/Bank Guarantee/Letter of Credit.

(The validity of Bank Draft should not be less than 180 days).

3.0 In case the Bidder is a supply house, whether authorisation from the manufacturer, authorising him to bid, has been enclosed with the offer ?

☐ Yes ☐ No ☐ Not applicable ☐

4.0 Have you offered firm price?

☐ Yes ☐ No ☐

5.0 Have you specified currency of the quoted price?

☐ Yes ☐ No ☐

6.0 Whether the period of validity of the offer is as required in bidding document?

☐ Yes ☐ No ☐

7.0 Have you indicate firm delivery ?

8.0 Whether ☐ Yes ☐ No ☐ Original Bid Security has been forwarded in original (if called for) ?

☐ Yes ☐ No ☐ Not applicable ☐

9.0 Whether confirmation regarding submission of performance Security has been furnished (if called for) ?

☐ Yes ☐ No ☐ Not applicable ☐

10.0 Whether confirmation regarding Gurantee/ warranty has been furnished ?

☐ Yes ☐ No ☐

11.0 Whether Gross Weight / Volume of consignment has been furnished ?

☐ Yes ☐ No ☐

12.0 Whether the cost of Third party Inspection charges included in the quoted prices? If not, whether these have been quoted separately. (if called for)

☐ Yes ☐ No ☐ Not applicable ☐

13.0 Whether the cost of Installation/ erection / Commissioning at Site charges included in the quoted prices? If not, whether these have been quoted separately. (if called for)

☐ Yes ☐ No ☐ Not applicable ☐

14.0. Whether the cost of training of OIL personnel included in the prices? If not, whether these have been quoted separately. (if called for)

☐ Yes ☐ No ☐ Not applicable ☐

15.0 Has the statement incorporating the exceptions/deviations as per the proforma at Annexure – III, been prepared and enclosed with the offer?

☐ Yes ☐ No ☐

16.0 Has the bidder's past supplies proforma (Annexure – V) been carefully filled and enclosed with the offer ?

☐ Yes ☐ No

17.0. In case Antidumping Duty is applicable, whether confirmation to bear the Antidumping duty by the Bidder has been made in the Bid.

☐ Yes ☐ No ☐ Not applicable

18.0. If the Bidder is seeking business with OIL for the first time, has he given the details of the parties to whom the offered items/services have been provided in past alongwith their performance report ?

☐ Yes ☐ No

19.0 Whether required sample asked in bidding document has been submitted alongwith the offer ?

☐ Yes ☐ No ☐ Not applicable

20.0. Confirm that all documents required in unpriced techno-commercial bid without prices are placed in unpriced folder.

☐ Yes ☐ No

21.0. Confirm that bid and all documents are signed using valid digital signatures issued by acceptable Certifying Authority (CA) as per Indian IT Act 2000.

☐ Yes ☐ No

(B) Applicable to Foreign Bidders Only :

22.0 Whether firm FOB/FCA price (Port of Shipment) has been quoted by foreign bidders?

☐ Yes ☐ No

23.0 In case of Air shipment, have you indicated FCA charges up to Gateway airport?

☐ Yes ☐ No ☐ Not applicable

24.0 Whether firm C&F prices (Calcutta Port) has been quoted by foreign bidders?

☐ Yes ☐ No ☐

25.0 Have you indicated details of Indian Agent specifying Name & address of the agent in India?

☐ Yes ☐ No ☐ Not applicable ☐

26.0 Whether amount of agency commission payable in non-convertible Indian currency consequent to this tender has been indicated?

☐ Yes ☐ No ☐ Not applicable ☐

27.0 Whether the agency commission is included in the price or payable extra has been highlighted?

☐ Yes ☐ No ☐ Not applicable ☐

28.0 If the Indian agent is to receive annual retainer fee, the details about the quantum has been furnished?

☐ Yes ☐ No ☐ Not applicable ☐

29.0 Has the country of origin of the items being offered, indicated ?

☐ Yes ☐ No ☐ Not applicable ☐

(C) Applicable to Indigenous Bidders Only :

30.0 Whether firm Ex-works and FOR destination prices have been quoted by indigenous bidders

☐ Yes ☐ No ☐

31.0 Have you indicated import content in your offer ?

☐ Yes ☐ No ☐

32.0 If the tendered item qualifies for Deemed Export Benefit, whether the Bidder has quoted their price after taking into account various incentives and concessions granted to them under Deemed Export Benefits Scheme?

☐ Yes ☐ No ☐ Not applicable ☐

33.0 Whether a copy of latest income tax clearance certificate has been enclosed ?

☐ Yes ☐ No ☐ Not applicable ☐

34.0 Whether details of your registration under Sale Tax/Central Sales Tax have been indicated in the offer?

☐ Yes ☐ No ☐

Offer Ref Dated OIL's

Tender No. Signed

For & on behalf ofDesignation

ANNEXURE - V

PROFORMA OF BIDDER'S PAST SUPPLIES

SL.NO	NAME & ADDRESS OF CLIENT	ORDER NO. & DATE	DESCRIPTION DETAILS	TOTAL QUANTITY SUPPLIED SUCCESSFULLY	TOTAL QUANTITY SUPPLIED SUCCESSFULLY

-

NOTE :- CERTIFICATE FROM CLIENTS TO BE ENCLOSED ALONGWITH THIS
PROFORMA

Signature of the Bidder

Name_ _____

Seal of the Company

ANNEXURE - VI

PERFORMA OF AUTHORISATION LETTER FOR ATTENDING TENDER OPENING

NO.

Date

To,

The
Oil India Ltd.,

(India)

Dear Sir,

Subject : **Tender No.** **due on**

For _____ Mr _____ has been authorised
to be present at the time of opening of above tender due on _____ at _____ on
my/our behalf.

Yours faithfully

Signature of Bidder

Name: _____ Designation : _____
For & on behalf of :

Copy to: Mr _____ for information and for production before the _____ (MM) _____ at the
time of opening of bids.

BID SECURITY FORM

TO, OIL INDIA LIMITED
Rajasthan Project
2A, Saraswati Nagar, District Shopping
Centre, Basni, Jodhpur- 342005
RAJASTHAN (INDIA)

Whereas (hereinafter called 'the Bidder') has submitted their Bid No. dated..... against OIL INDIA LIMITED, RAJASTHAN PROJECT, JODHPUR, INDIA (hereinafter called the Purchaser), a tender No..... for the supply of

..... (hereinafter called 'the Bid') KNOW ALL MEN by these presents

That weof

having our registered office at

(hereinafter called 'the Bank') are bound unto the Purchaser, in the sum of

.....
for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the said Bank thisday of

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 Purchaser during the period of bid validity :
 - a) fails or refuses to accept the order ; or
 - b) fails or refuses to furnish the performance securityor
3. If the Bidder furnishes fraudulent document/information in their bid.

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

This guarantee will remain in force up to and including _____ (*Bidder to indicate specific date as mentioned in the tender*), and any demand in respect thereof should reach the Bank not later than the above date.

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

PERFORMANCE SECURITY FORM

TO,

OIL INDIA LIMITED

Rajasthan Project

2A, Saraswati Nagar, District Shopping Centre, Basni, Jodhpur-

342005 RAJASTHAN (INDIA)

WHEREAS.....
(Name of the Seller)

(herein after called 'the Seller') has undertaken, in pursuance of Order No.
.....dated...../...../..... to supply.....
.....(description of Goods and Services)
hereinafter called 'the Contract'.

AND WHEREAS it has been stipulated by you in the said Contract that the Seller shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as security for compliance with the Seller's performance obligation in accordance with the Contract.

AND WHEREAS we have agreed to give the Seller a Guarantee :

THEREFORE we hereby affirm that we are Guarantors on responsible to you, on behalf of the seller, upto a total of..... (Amount of the Guarantee in words and figures) and we undertake to pay you, upon first written demand declaring the Seller to be in default under the contract and without cavil or argument and sum or sums within the limits of
(Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee is valid until the day of

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 guarantors

Date

.....

Witness

FOREIGN CORRESPONDENT OF SBI

	<u>COUNTRY</u>	<u>NAME OF BANK</u>
1.	Abudhabi	National Bank of Abudhabi
2.	Australia	National Australia Bank
3.	Austria	Raffeeisen zentral Bank A.G.
4.	Bahrain	SBI, Bahrain
5.	Belgium	SBI, Antwerpen
6.	Brazil	Banco Do Brasil S.A.
7.	Canada	SBI, Toronto
8.	Denmark	Den Danske Bank
9.	France	SBI, Paris
10.	Finland	Merita Bank, Helsinki
11.	Germany	SBI, Frankfurt
12.	Hongkong	SBI, Hongkong
13.	Hungary	National Bank of Hungary
14.	Italy	Credito Italiano
15.	Japan	SBI, Tokyo ; SBI, Osaka
16.	Kenya	Barclays Bank
17.	Kuwait	Gulf Bank K.S.C., Kuwait
18.	Malyasia	Malayan Banking Berhad
19.	Netherlands	ABN Amro Bank
20.	New Zealand	Bank of New Zealand
21.	Norway	Den, Norske Bank
22.	Poland	American Bank in Poland
23.	Romania	Banca Romana De Comert Exterior SA
24.	Saudi Arabia	National Commercial Bank
25.	Singapore	SBI, Singapore
26.	South Africa	SBI, Johannesburg
27.	South korea	Bank of Seoul
28.	Spain	Banco Bilbao Vizcaya
29.	Sweden	Skandinaviska Enskilda Banken

- | | | | |
|-----|-------------|-----------------------------|---------|
| 30. | Switzerland | Union Bank of Switzerland | |
| 31. | UK | SBI, London | |
| 32. | USA | SBI, New York/ Los Angeles/ | Chicago |

ANNEXURE - IX B

FOREIGN CORRESPONDENT OF ALLAHABAD BANK

<u>COUNTRY</u>	<u>NAME OF BANK</u>
1. Australia	Australia And New Zealand Bank
2. Austria	Osterreichische Lander Bank A.G.
3. Belgium	Generale Bank
4. Canada	The Royal Bank of Canada
5. Denmark	Copenhagen Handels Bank A.G.
6. France	Credit Lyonnais
7. Germany	Deutsche Bank A.G.
8. Italy	Credito Italiano
9. Japan	The Fuji Bank Limited
10. Netherlands	Amsterdam-Rotterdam Bank N.V.
11. Singapore	SBI, Singapore
12. Sweden	Skandinaviska Enskilda Bankan
13. Switzerland	Union Bank of Switzerland
14. U.K.	Barclays Bank PLC, London
	Standard Chartered Bank, London
15. USA	American Express Bank, New York
	Citi Bank N.A. ,New York

ANNEXURE - X

LIST OF GATEWAY AIRPORTS

<u>COUNTRY</u>	<u>GATE WAY AIRPORT</u>
1. U.S.A. (EAST COAST)	NEWYORK

2. U.S.A. (WEST COAST)	SFO / LAX
3. U.K.	LONDON
4. FRANCE	ROISSY
5. GERMANY	FRANKFURT
6. CANADA	TORONTO/MONTREAL/ EDMONTON/CALGARY/ VANCOUVER
7. BELGIUM	BRUSSELS
8. AUSTRALIA	SYDNEY/MELBOURNE/ BRISBANE/PERTH
9. DENMARK	COPENHAGEN
10. NETHERLANDS	AMSTERDAM
11. AUSTRIA	VIENNA
12. SWITZERLAND	ZURICH
13. SWEDEN	STOCKHOLM
14. ITALY	MILAN
15. HONG KONG	HONG KONG
16. TAIWAN	TAIPEI
17. JAPAN	OSAKA / TOKYO
18. CHINA	SHANGHAI
19. U.A.E.	DUBAI
20. NORWAY	OSLO
21. SINGAPORE	CHANGI

ANNEXURE - XI

DECLARATION CERTIFICATE BY THE THIRD PARTY INSPECTOR

TO WHOM IT MAY CONCERN

This is to certify that following material and quantity offered to us for
inspection by M/s _____ has been inspected by us as per scope
of inspection mentioned in Oil India Limited's order no. _____
dated _____ and passed by us for despatch.

Material :

Quantity passed :

Certificate No. : issued
by us.

Date :

Signature of Third Party Inspector

Seal

**Amendment to General Terms and Conditions for Global
Tender (MM/RP/GLOBAL/E-01/2005)**

SECTION – A

A. Clause 2.4 of Section-A of General Terms and Condition of Global Tender (MM/GLOBAL/E-01/2005)

has been amended as under:

2.4 CANCELLATION OF TENDER - REFUND OF TENDER FEE

In the event, a particular tender is cancelled the tender fee will not be refunded.

B. Clause as para 7.1.8 of Section-A of General terms and Condition for Global Tender

(MM/RPGLOBAL/E01/2005) has been added as under:

7.1.8 Bidder should submit copies of original documents defining the constitution or legal status, place of registration,

and principal place of business; written power of the signatory of the Bid to commit the Bidder.

C. Clause 7.6 of Section-A of General Terms and Condition of Global Tender (MM/RP/GLOBAL/E-01/2005) has been amended as under:

7.6 DISCOUNT

Prices should be quoted net of discount by the Bidders. However, discount of any type, if indicated separately, will be taken into account for evaluation. Conditional discount will not be considered for evaluation purpose.

D. Clause as para 7.15.1 of Section-A of General terms and Condition for Global Tender (MM/RP/GLOBAL/E-01/2005) has been added as under:

7.15.1 WITHDRAWAL OF OFFER BY BIDDER

In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be debarred for a period of 2 (two) years.

E. Clause as para 7.18 of Section-A of General terms and Condition for Global Tender (MM/RP/GLOBAL/E01/2005) has been added as under:

7.18 FURNISHING FRAUDULENT INFORMATION/ DOCUMENT

If it is found that a Bidder has furnished fraudulent document/information, the Bid Security/Performance Security shall be forfeited and the party will be debarred for a period of 3(three) years from date of detection of such fraudulent act, besides the legal action. In case of major and serious fraud, period of debarment may be enhanced.

F. Clause as para 7.19 of Section-A of General terms and Condition for Global Tender (MM/RP/GLOBAL/E01/2005) has been added as under:

7.19 BACKING OUT BY BIDDER AFTER ISSUE OF LETTER OF AWARD

(LOA) In case the Bidder does not accept the LOA/Purchase Order issued within validity of their offer, the Bid Security (wherever applicable) shall be forfeited and the firm shall be debarred for 2(two) years.

G. Clause 9.1.1 of Section-A of General Terms and Condition of Global Tender (MM/RP/GLOBAL/E-01/2005) has been amended as under:

9.1.1 All the Bids must be accompanied by Bid Security for the amount as mentioned in the NIT or an equivalent amount in freely convertible currency and shall be in the prescribed format (Annexure VII) as Bank Guarantee((BG) or a Bank Draft/Cashier Cheque or an irrevocable Letter of Credit (L/C) from any of the following Banks :

- a) Any Scheduled Indian Bank or
- b) Any Indian branch of a foreign Bank or
- c) Any reputed foreign Bank having correspondent bank in India

Note : In case of submission of demand draft/cashier cheque towards bid security by bidder, OIL shall encash demand draft/cashier cheque. In case of draft / cashier cheque in foreign currency, the encashed amount in Indian Rupees will only be refundable after adjusting bank charges and foreign currency variation, if any. The bank charges and foreign currency variation between the date of realization and the date of refund will be to bidder's account. However, the return of bid security will be governed by the terms and conditions of NIT.

**Amendment to General Terms and Conditions for Global
Tender (MM/RP/GLOBAL/E-01/2005)**

- H. Clause 9.1.2 of Section-A of General Terms and Condition of Global Tender (MM/RP/GLOBAL/E-01/2005) has been amended as under:**
- 9.1.2 The Bank Guarantee / LC shall remain valid for the period indicated in the specific tender and shall be enforceable at Jodhpur/Delhi/Kolkata. **Clause 9.7 of Section-A of General terms and Condition for Global Tender (MM/RP/GLOBAL/E-01/2005) has been amended as under:**e The Bid Security will be forfeited:
- I.**
- 9.8 **a) If a bidder withdraws his bid during the period of validity of bid or any extension thereof duly agreed by the bidder**
- OR**
- b) If the successful Bidder do not accept the order or fails to furnish the Performance Security within 30 days of placement of order or before the expiry of Bid Security (unless extended), whichever is earlier.
- OR**
- c) If a bidder furnishes fraudulent document/information in their bid
- J. Clause 10.3 of Section-A of General Terms and Condition of Global Tender (MM/RP/GLOBAL/E-01/2005) has been amended as under:**
- 10.3 The Performance Security shall be denominated in the currency of the contract or in the equivalent US Dollars converted at the B.C. Selling rate of State Bank of India on the order date shall be in the form of a Bank Guarantee or irrevocable Letter of Credit from: a) Any Scheduled Indian Bank or
b) Any Indian branch of a foreign Bank or
c) Any reputed foreign Bank having correspondent bank in India and the Bank Guarantee shall be encashable in India.
- K. Clause as para 13.3 of Section-A of General terms and Condition for Global Tender (MM/RP/GLOBAL/E01/2005) has been added as under:**
- 13.3 In the event of receipt of only a single offer against the tender within B.C. date, OIL reserves the right to extend the B.C. date as deemed fit by the company. During the extended period, the bidders who have already submitted the bids on or before the original B.C. date, shall not be permitted to revise their quotation.
- L. Clause 16.0 of Section-A of General Terms and Condition of Global Tender (MM/RP/GLOBAL/E-01/2005) has been amended as under:**
- 16.0 Timely submission of tenders is the responsibility of the bidder. Bidders are advised in their own interest to ensure that bid is uploaded in system well before the closing date and time of the bid.
- M. Clause as para 34.0 of Section-A of General terms and Condition for Global Tender (MM/RP/GLOBAL/E01/2005) has been added as under:**
- 34.0 SET-OFF:
- 34.1 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 a 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).

SECTION – ‘C’

- A. Clause as para 10.1.3 of Section-C of General terms and Condition for Global Tender (MM/RP/GLOBAL/01/2005) has been added as under:**

- 10.1.3 Bidders to note that OIL is presently having a road transportation contract for transportation of its goods from various places in India. Under the terms of the Contract, the transporter is required to lift the materials against any orders from the works of the suppliers if the gross weight of the consignment is more than 3 MT. However, if the gross weight of the consignment is less than 3 MT, it will be the responsibility of the supplier to deliver the goods to the office of the transporter located nearer to the supplier's works.

**Amendment to General Terms and Conditions for Global
Tender (MM/RP/GLOBAL/E-01/2005)**

Bidders also to note that for small and sundry consignment having total gross weight less than 3 MT, the gross weight of each individual box should not exceed 300 KG for ease of handling.

Bidders to take note of the above while quoting their prices. Bidders however, to quote their own prices towards transportation of the goods from the point of despatch to THAIYAT-HAMIRA , Jaisalmer or Jodhpur or as asked for in tender for the purpose of evaluation of their bids. Bidders may contact OIL to know about the name of the contractor as well as its offices in the place of the bidder(s). Presently, M/s Western Carriers have been engaged by OIL as its transporter for carrying its goods to HAIYAT-HAMIRA , Jaisalmer or Jodhpur or as asked for in tender

OIL, however, reserves the right to transport the goods through its transporter. In the event OIL decides to transport the goods through its transporter, supplier must comply with the above instructions, wherever applicable and it will be obligatory on the part of the supplier to supply the goods complying to the norms specified. Any extra expenditure due to non-compliance of the above shall be to the account of the supplier.

SECTION – ‘D’

A. Clauses as para 1.13 of Section-D of General terms and Condition for Global Tender (MM/RP/ GLOBAL/E-01/2005) has been added as under:

- 1.13 Offers received without Integrity Pact (wherever applicable) duly signed by the authorised signatory of the bidder will be rejected.

B. Clauses as para 4.1 of Section-D of General terms and Condition for Global Tender (MM/RP/ GLOBAL/E01/2005) has been added as under:

- 4.1 OIL reserves the right to allow Small Scale Sectors registered with NSIC purchase preference facility as admissible as per existing Government Policy. The bidders are requested to check the latest position on the subject on their own and OIL does not accept any liability whatsoever, on this account.

SECTION – ‘E’

A. Clauses in para 1.0 of Section-E of General terms and Condition for Global Tender (MM/RP/GLOBAL/E01/2005) for Special Terms & Conditions for Tubulars have been amended as under:

1.0 MANUFACTURING DETAILS

- 1.1 Bidders must specify categorically in their offer if the following jobs in respect of the Casing / 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.
- 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 Casing / 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.

**Amendment to General Terms and Conditions for Global
Tender (MM/RP/GLOBAL/E-01/2005)**

- 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 technocommercial 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 Casing / Tubing / Tubular 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 technocommercial 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 Casing / Tubing / Tubular. (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 technocommercial bid.

**Amendment to General Terms and Conditions for Global
Tender (MM/RP/GLOBAL/E-01/2005)**

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

B. Clauses in para 7.0 (iii) of Section-E (BID REJECTION CRITERIA) of General terms and Condition for Global Tender (MM/RP/GLOBAL/E-01/2005) have been amended as under:

Bidder should satisfy the clauses stipulated in Para 1.0 under Section – E of General terms and Condition for Global Tender (MM/RP/GLOBAL/E-01/2005).

**Amendment to General Terms and Conditions for Global
Tender (MM/RP/GLOBAL/E-01/2005)**

ANNEXURE - VII

A. Clauses in “THE CONDITIONS of this obligation are:” of ANNEXURE – VII of General terms and Condition for Global Tender (MM/ RP/GLOBAL/E-01/2005) has been added as under:

THE CONDITIONS of this obligation are:

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

B. The last para of ANNEXURE – VII of General terms and Condition for Global Tender (MM/RP GLOBAL/E01/2005) has been amended as under:

This guarantee will remain in force up to and including _____ (*Bidder to indicate specific date as mentioned in the tender*), and any demand in respect thereof should reach the Bank not later than the above date.

SECTION A, SECTION C & SECTION D

The following New Clause of General terms and Condition for Global Tender (MM/RP/ GLOBAL/01/2005) has been added:

Public Procurement Policy for Micro and Small Enterprises (MSEs)

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

The Public Procurement Policy shall apply to Micro and Small Enterprises registered with:

- (i) District Industries Centers or
- (ii) Khadi and Village Industries Commission or
- (iii) Khadi and Village Industries Board or
- (iv) Coir Board or
- (v) National Small Industries Corporation or
- (vi) Directorate of Handicrafts and Handloom or
- (vii) Any other body specified by Ministry of Micro, Small and Medium Enterprises

2.0 Classification of Micro, Small and Medium Enterprises(MSME) for supply of Goods :

In the case of the enterprises engaged in the manufacture or production of goods pertaining to any industry specified in the First Schedule to the Industries (Development and Regulation) Act, 1951, as:

- (a) A Micro enterprise, where the investment in plant and machinery does not exceed twenty five lakh rupees.
- (b) A Small enterprise, where the investment in plant and machinery is more than twenty five lakh rupees but does not exceed five crore rupees.
- (c) A Medium enterprise, where the investment in plant and machinery is more than five crore rupees but does not exceed ten crore rupees.

2.1 The MSEs owned by SC/ST entrepreneurs shall mean:

- a) In case of Proprietary MSE, proprietor(s) shall be SC/ST.
- b) In case of Partnership MSE, the SC/ST partners shall be holding at least 51% share in the unit.
- c) In case of Private Limited Companies, at least 51% share is held by SC/ST. If the MSE is owned by SC/ST entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

**Amendment to General Terms and Conditions for Global
Tender (MM/RP/GLOBAL/E-01/2005)**

3.0 Benefits to Micro and Small Enterprises :

i) Exemption from payment of Tender Fee :

MSEs (and not their dealers/distributors) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME are exempted from payment of tender fee irrespective of the monetary limit mentioned in their registration certificate provided they furnish documentary evidence that they are registered for the items they intend to quote against OIL tenders.

ii) Exemption from submission of Earnest Money/Bid Security :

MSEs (and not their dealers/distributors) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME are exempted from submission of Bid Security/Earnest Money provided they are registered for the items they intend to quote.

4.0 Documents Required to be submitted by MSEs : Micro or Small Enterprises (MSE) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME shall submit copy of valid Registration Certificate for the items they intend to quote along with the bid. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies.

In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.

5.0 Performance Security : Micro and Small Enterprises registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME however, should note that Performance Security shall be required to be submitted by them for orders/contracts placed by OIL on them.

6.0 Purchase Preference to Micro and Small Enterprises:

Purchase preference to Micro and Small Enterprises registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME :

In case participating MSEs quote price within price band of L1+15%, such MSE shall be allowed to supply bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply 100% of tendered value at the L1 price.

A target of 4% out of 100% has been earmarked for procurement from MSEs owned by the SC or ST entrepreneurs. Provided that, in event of failure of such MSEs to participate in tender process or meet tender requirement and L-1 price, 4% earmarked for MSEs owned by SC or ST entrepreneurs shall be met from other MSEs.

In case of more than one such MSE qualifying for 15% purchase preference, the 100% supply shall be shared equally amongst such MSEs. However, in the opinion of OIL if tendered items are non-splitable or non-dividable, OIL reserves the right to place order for supply of 100% quantity to lowest eligible MSE amongst the MSEs qualifying for 15% Purchase preference.

7.0 In case a supplier (other than Micro/Small Enterprise) against an order placed by OIL procures materials from their sub-vendor who is a Micro or Small Enterprise registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME, with prior consent in writing from OIL, the complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid MSE registration certificate etc.) of the sub-contractor(s) shall be furnished by the supplier to OIL.

-----X Dec-2015 X-----

AMENDMENT DTD. 25.04.2016 TO GENERAL TERMS & CONDITIONS FOR GLOBAL TENDERS (MM/ GLOBAL/E 017/2005 JULY2012)

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- a) Clause no. 7.7 in Section –A, “Change in Quantity” stands amended as under:
“OIL reserves the right to increase / decrease the quantity up to +/-20% at the time of placement of order. It will be obligatory on the part of the Bidder to supply ordered quantity at the offered rates.”
- b) Clause no. 7.15 (Section – A), “Validity of Bids” stands amended as under:
“Validity of the bid shall be at least up to the validity mentioned in the tender document. If nothing is mentioned by the bidder in their offer, it will be presumed that the offer is valid as asked for in the tender document. Bids with lesser validity shall be rejected straightway.”
- c) Clause no. 9.0 (Section – A), “Bid security” stands amended as under:
- “9.0 BID SECURITY:
(Note : This Clause is applicable only in case of tenders wherever specifically mentioned)*
- 9.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause 9.8.*
- 9.2 All the bids must be accompanied by Bid Security in ORIGINAL for the amount as mentioned in the “Forwarding Letter/Covering Letter” of the bid document or an equivalent amount in other freely convertible currency and shall be in any one of the following forms:*
- (a) A Bank Guarantee or Confirmed irrevocable Letter of Credit in the prescribed format vide Annexure-III. Bank Guarantee/ Letter of Credit issued from any of the following Banks only will be accepted:*
- i) Any scheduled Bank incorporated in India or*
ii) Any branch of an International/Foreign Bank located in India and registered with Reserve Bank of India as schedule foreign bank or
iii) Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India or

- iv) *A confirmed irrevocable Letter of Credit in the prescribed format vide Annexure-IV/Proforma-F duly confirmed by Indian Scheduled Bank, will be acceptable from foreign bidders or*
- v) *Bank Guarantee issued from Banks of Indian origin situated in the country of the Foreign bidder.*

Bank Guarantees issued by Banks in India should be on non-judicial stamp paper/Franking receipt of requisite value, as per Indian Stamp Act, purchased in the name of the Banker or the bidder.

The Bank Guarantee/LC shall be valid for 90 days beyond the validity of the bids specified in the Bid Document.

Bank Guarantee/Letter of Credit with any condition other than those mentioned in OIL's prescribed format shall not be accepted and bids submitted by bidders with such Bank Guarantee/Letter of Credit will be liable for rejection.

- (b) *A Cashier's cheque or Demand Draft with validity of minimum 90 days or as per RBI's guidelines, drawn on "Oil India Limited" and payable at Duliagan, Assam.*

(Note : In case of submission of Demand Draft/Cashier Cheque towards Bid Security by bidder, OIL shall encash the Demand Draft/Cashier Cheque. In case of Demand Draft/Cashier Cheque in foreign currency, the encashed amount in Indian Rupees will only be refunded after adjusting bank charges and foreign currency variation, if any. The bank charges and foreign currency variation between the date of realisation and the date of refund will be to bidder's account. However, the return of Bid Security will be governed by the terms and conditions of the Bid Document.)

- (c) *Online direct deposit of Bid Security amount in OIL's bank account through e-procurement portal in case of e-tender.*

(Note : In case of online submission of Bid Security by bidder, , the amount will only be refunded only after adjusting bank charges and foreign currency variation, if any. The bank charges and foreign currency variation between the date of realisation and the date of refund will be to bidder's account. However, the return of Bid Security will be governed by the terms and conditions of the Bid Document.)

- 9.3 Any bid not accompanied by a proper Bid Security in Original secured in accordance with sub-clause 9.2 above shall be rejected outright by the Company as non-responsive without any further reference.
- 9.4 The Bank Guarantee issued by a Bank amongst others shall contain the complete address of the Bank including Phone Nos., Fax Nos., E-mail address and Branch Code.
- 9.5 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the bidder's cost.
- 9.6 Bid Security shall not accrue any interest during its period of validity or extended validity. OIL shall not be liable to pay any bank charges, commission or interest on the amount of Bid Security.
- 9.7 The Bank Guarantees should be enforceable at all branches of the issuing Bank within India and preferably at Duliajan, Assam.
- 9.8 The Bid Security shall be forfeited:
- i) If a bidder withdraws their Bid during the period of bid validity specified by the bidder or any extension thereof agreed to by the bidder, and/or
 - ii) If the bidder having been notified of the acceptance of their bid by Company during the validity period of the bid including extension agreed to by the bidder:
 - a) Fails or refuses to accept the LOI/LOA/Order/Contract and/or
 - b) Fails or refuses to furnish Performance Securityand/or
 - iii) If a bidder furnishes fraudulent document/information in their bid and subsequent clarification against the tender/Purchase order/Contract.
- 9.9 The scan copy of the original Bid Security in the form of either Bank Guarantee or LC or Cashier Cheque or Bank Draft shall be uploaded by bidder along with the Technical bid in the "Technical RFx Response" of OIL's E-portal. The original Bid Security shall be submitted by bidder to the office of DGM (Materials), Oil India Ltd., Duliajan-786602(Assam), India in a sealed envelope which must reach DGM (Materials) on or before 13.00 Hrs(IST) on the Bid

Closing date or any other date and time specifically mentioned in the tender failing which the bid shall be rejected outright.

- 9.10 Unsuccessful Bidder's Bid Security will be returned within 30 days after finalization of the tender. However, in case of Two Bid tenders, Bid Security of the technically rejected bidders shall be returned after the priced bid opening of the acceptable bids.*
- 9.11 Successful Bidder's Bid Security will be returned upon Bidder's furnishing the valid and proper Performance Security to OIL. Successful bidder will however, ensure validity of the Bid Security till such time the Performance Security in conformity with Clause 10.3 & 10.4 below is furnished.*
- 9.12 In case, any such Bid Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the fake signatures, the bid submitted by the concerned bidder shall be rejected forthwith and the bidder shall be debarred from participating in future tenders for the period to be decided by Company.*
- 9.13 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred for a period of 2(two) years.*
- 9.14 If it is found that a bidder has furnished fraudulent document/ information, the Bid Security shall be forfeited and the party shall be debarred for a period of 3(three) years from the date of detection of such fraudulent act, besides the legal action. In case of major and serious fraud, the period of debarment may be enhanced.*
- 9.15 In case a bidder does not accept the LOI/Purchase Order/LOA issued within the validity of their offer, the Bid Security(if applicable) shall be forfeited and the party shall be debarred for a period of 2(two) years.*
- 9.16 EXEMPTION FROM SUBMISSION OF BID SECURITY:*
- 9.16.1 Central Govt. departments, Central Public Sector undertakings are exempted from submitting Bid Security. Bidders registered with DGS&D and MSE units(and not their dealers/distributors) which are themselves registered with District Industry Center or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation(NSIC) or Directorate of Handicrafts and Handloom or any other*

body specified by Ministry of MSME are also exempted from submitting Bid Security irrespective of monetary limit mentioned in their registration certificate provided they are registered for the same item(s)/services for which tender has been invited and provided they submit offer for their own products/services. However, the valid registration certificate issued by the authorities as above and indicating the category of item/services and the monetary limit for which they are registered must be submitted by the bidders along with their bids(Technical) without which the bidders will not be entitled for the exemption.”

d) Clause no. 10.0 (Section – A), “Performance security” stands amended as under:

“10.0 PERFORMANCE SECURITY:

(Note : This clause is applicable only in case of tenders/Purchase Orders/Contracts wherever specifically mentioned)

10.1 The successful bidder shall furnish to Company the Performance Security in the form enclosed (Annexure VIII) herewith within 30 days of receipt of the formal purchase order by the successful bidder failing which OIL reserves the right to cancel the order and forfeit the Bid Security. Bidders should undertake in their bids to submit Performance Security as stated above.

10.2 The amount of Performance Security and the date of expiry of the Performance Security shall be as indicated in the LOI/Purchase Order. The amount of Performance Security in case of Procurement of Goods shall be 10% of order value (unless specified otherwise).

10.3 The Performance Security shall be denominated in the currency of the Purchase Order or in equivalent US Dollars converted at the B.C. Selling rate of State Bank of India on the Purchase order date and shall be in any one of the following forms :

(a) A Bank Guarantee or Confirmed irrevocable Letter of Credit in the prescribed format vide Annexure-III. Bank Guarantee/LC issued from any of the following Banks only will be accepted:

- i) Any scheduled Bank incorporated in India or*
- ii) Any branch of an International/Foreign Bank located in India and registered with Reserve Bank of India as schedule foreign bank or*
- iii) Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India or*

- iv) *A confirmed irrevocable Letter of Credit in the prescribed format vide Annexure-IV duly confirmed by Indian Nationalised/Scheduled Bank, will be acceptable from foreign bidders or*
- v) *Bank Guarantee issued from Banks of Indian origin situated in the country of the Foreign bidder.*

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

Bank Guarantee/Letter of Credit with any condition other than those mentioned in OIL's prescribed format shall not be accepted.

- (b) *A Cashier's cheque or Demand Draft with validity of minimum 90 days or as per RBI's guidelines, drawn on "Oil India Limited" and payable at Duliajan, Assam.*

(Note : In case of submission of Demand Draft/Cashier Cheque towards Performance Security by the seller, OIL shall encash the Demand Draft/Cashier Cheque. In case of Demand Draft/ Cashier Cheque in foreign currency, the encashed amount in Indian Rupees will only be refunded after adjusting bank charges and foreign currency variation, if any. The bank charges and foreign currency variation between the date of realisation and the date of refund will be to bidder's account. However, the return of Performance Security will be governed by the terms and conditions of the Bid Document/Purchase Order/Contract.)

- 10.4 *The Performance Security specified above must be valid for 3(three) months beyond the Warranty period indicated in the Purchase Order /contract agreement. The Performance Security will be discharged by Company not later than 30 days following its expiry after completion of obligations under the order/contract. In the event of any extension of the Warranty period of the Purchase Order/Contract, Bank Guarantee should be extended by the Seller/Contractor by the equivalent period.*
- 10.5 *The Performance Security shall be payable to Company as compensation for any loss resulting from Supplier's/Contractor's failure to fulfil its obligations under the order/Contract.*
- 10.6 *The Performance Security will not accrue any interest during its period of validity or extended validity. OIL shall not be liable to pay any bank charges, commission or interest on the amount of Performance Security.*

- 10.7 *The Bank Guarantee issued by a Bank amongst others shall contain the complete address of the Bank including Phone Nos., Fax Nos., E-mail address and Branch Code.*
- 10.8 *Failure of the successful Bidder to comply with the requirements of clause 10.0 shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security or Performance Security. In such an eventuality, the party shall be debarred for a period of 2(two) years from the date of default.*
- 10.9 *In the event of Seller's/Bidder's failure to discharge their obligations under the order/Contract, the Performance Security shall be encashed and the proceeds thereof shall be forfeited without any further reference to the Seller/Bidder.*
- 10.10 *In case, the Performance Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the fake signatures, the LOI/Purchase Order issued/placed on the bidder shall be treated as cancelled forthwith and the bidder shall be debarred from participating in future tenders. Further, the Bid Security submitted by such bidder shall be invoked without any further reference.*
- 10.11 *The Performance Security for capital nature items like plant and machinery etc. shall be valid for 12 months from the date of commissioning plus 3(three) months or 18 months from the date of shipment/despatch plus 3(three) months whichever concludes earlier. However, for consumables like chemicals, cement, tubular etc. the Performance Security shall be valid for 12 months from the date of shipment/despatch plus 3(three) months.*
- 10.12 *The supplier/contractor will extend the validity of the Performance Security, if and whenever specifically advised by OIL, at the Bidder/Seller/contractor's cost.*
- 10.13 *If it is found that a bidder/Seller/Contractor has furnished fraudulent document/information, the Performance Security shall be forfeited and the party shall be debarred for a period of 3(three) years from the date of detection of such fraudulent act, besides the legal action. In case of major and serious fraud, the period of debarment may be enhanced."*
- e) Clause no. 20.0 (Section – A), "Purchaser's Right to Accept Any Bid and to Reject Any or All Bids" stands amended as under:

“20.1 OIL reserves the right to accept / reject or prefer any offer either in full or in part or annul the bidding process and reject all bids at any time prior to award of contract without thereby incurring any liability to the affected bidder (s) or any obligation to inform the affected bidder (s) of the ground for OIL’s action.”

f) Clause no. 1.2 (Section – D) stands amended as under:

“Validity of the bid shall be at least up to the validity mentioned in the tender document. Bids with lesser validity shall be rejected straightway.”

g) Clause no. 13.3 of K in Section – A under Amendment to General Terms and Conditions **stands deleted**.

h) Clause no. 1.13 of A in Section – D under Amendment to General Terms and Conditions stands amended as under:

“Offer shall be rejected straightaway without seeking clarification in case the party refuses to sign Integrity Pact.”

i) The following clause is added under Section – D (BID REJECTION CRITERIA & BID EVALUATION CRITERIA)

1.14 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be liable for rejection:

- i. Guarantee of Material clause*
- ii. Force Majeure Clause*
- iii. Arbitration Clause*
- iv. Acceptance of Jurisdiction and Applicable Law clause*
- v. Liquidated damage and penalty clause*
- vi. Integrity Pact clause*
- vii. Delivery Period clause*

--xx March, 2016xx--

AMENDMENT TO GENERAL TERMS & CONDITIONS FOR GLOBAL TENDERS (MM/GLOBAL/E - 01/2005 - JULY2012)

The Clause No. 3.0 in the Section-E(Special Terms & Conditions for Tubulars) of "General Terms And Conditions For Global Tender"(MM/GLOBAL/E-01/2005-July2012) on 'Anti-Dumping Duty' stands deleted. In its place, the following new Anti-Dumping Duty shall be applicable :"

Anti-Dumping Duty :

i) Government of India vide Notification No. 18/2016-Customs(ADD) dated 17.05.2016 has imposed Anti-Dumping Duty in respect of Seamless Pipes & Tubes, of an external diameter not exceeding 355.6 mm or 14" OD originating in, or exported from the People's Republic of China and imported into India. In case the product offered is exported by from any of the parties from People's Republic of China or originating from People's Republic of China and imported into India, the Anti-Dumping Duty shall be applicable.

The Anti-Dumping Duty on shall be at a rate which is equivalent to difference between the landed value of the subject goods and the amount mentioned in the corresponding entry in column(9) of the table furnished vide aforementioned Notification provided the landed value is less than the value specified in column(9) and in the currency and as per unit of measurement as specified in the above Notification.

The Anti-Dumping Duty so calculated as per the above Notification shall be loaded on the CIF Landed value of such Foreign bidders(with Customs Duty as applicable on the Bid Closing Date of the Tender) excluding inland transportation to destination, on whom the Anti-Dumping Duty is applicable. The evaluation of the offers will be done after loading the offers as above. Foreign bidders are required to indicate the gross/nett weight of the goods offered by them originating in, or exported from the People's Republic of China and imported into India, in MT in their Technical Bids for the purpose of calculation of the Anti-Dumping Duty amount.

In case of the indigenous bidders, they should note that OIL will not be liable to reimburse any amount on account of Anti-Dumping duty for the materials imported by them from People's Republic of China for execution of the contract and any Anti-Dumping Duty payable against import by them from People's Republic of China shall be to their account. Indigenous bidders are required to categorically confirm acceptance of the same in their Technical bids failing which offers will be liable for rejection.

ii) All bidders must categorically mention the country of origin of the products offered by them in their offers. In the event categorical mention

of country of origin of their offered products is not made in their offer, the offer will be summarily rejected.

iii) The anti-dumping duty imposed under this Notification shall be effective for a period not exceeding six months (unless revoked, superseded or amended earlier) from the date of publication of the Notification in the Official Gazette and shall be paid in Indian currency.

Bidders to refer to Ministry of Finance, Govt. of India's Notification No. 18/2016-Customs(ADD) dated 17.05.2016 for detailed guidelines in this regard."

NOTE: PERFORMA OF BID SECURITY FORM AND PERFORMANCE SECURITY FORM HAS BEEN CHANGED AND NEW FORMAT HAS BEEN ADDED VIDE ANNEXURE VII & ANNEXURE VIII RESPECTIVELY. EARLIER FORMAT STANDS DELETED.

AMENDMENT TO GENERAL TERMS & CONDITIONS FOR GLOBAL TENDERS
(MM/GLOBAL/E-01/2005-JULY2012)

Clause No. 5.1 (sea shipment) of Section B-Special Terms and conditions for Foreign Bidders only has been amended for incorporating additional clauses 5.1.1, 5.1.2 & 5.1.3 as under:

5.1.1 OIL reserves the right to convert the order from FOB Port of export to C&F Kolkata term considering the ocean freight quoted by the party in their offer. In case the order is converted to C&F Kolkata port, the Performance Security amount, if applicable, shall also be enhanced considering the quoted ocean freight charges.

5.1.2 Bidder should confirm in their quotation that in case of C&F order, their nominated freight forwarder should provide Delivery Order under Single window facility having office of local agent in India at Kolkata and offer 14 days free detention time of containers at discharging port.

5.1.3 Bidder should note that in case of C&F order for Tubulars, the same to be supplied in break bulk condition under deck and not through Container load.

Bidder should take note of the above in regard to shipment of the goods in the event of placement of order on them and shall quote the ocean freight charges in their bids and shall categorically confirm acceptance to the above in their offers/Technical bids.

ADDENDUM TO THE GENERAL TERM & CONDITION

- 1.0 As per present Import Policy (Reference Customs Notification No. 12/2012 Cus dated 17.03.2012, Sl. No. 356, as amended from time to time), applicable customs duty is “Nil” for import of specified goods for use in areas under PEL/ML issued or renewed after 1.4.99 on nomination basis.

The item(s) covered by this tender qualifies for above concessional Customs Duty.

- 2.0 Deemed Export benefits (Applicable only for Domestic Bidders).

- 2.1 As per Export, Import policy in vogue, supplies of goods to any project or purpose in respect of which the Ministry of Finance, by a Notification, permits the import of such goods at Zero Customs Duty (Para 8.2(f) of EXIM Policy) is eligible for Deemed Export, provided the goods are manufactured in India. Further, as per Para 8.4.5 of Handbook of Procedures, the benefits of Deemed Export under para 8.2(f) of the policy shall be applicable in respect of items, import of which is allowed by the Department of Revenue at Zero Customs Duty subject to fulfilment of conditions specified under Customs Notification no. 12/2012, as amended from time to time.

- 2.2 The benefits available under Deemed Export are as under:

- a) Advance Licence for intermediate Supply/Deemed Export/DFRC for Intermediate supplies.
- b) Deemed Export draw back
- c) Exemption from Terminal Excise Duty.

Further, as per Notification no. 12/2012-Central Excise dated 17.03.2012 (Sl. No. 336, Excise Duty is “Nil” for the tendered item(s) since the goods are exempted from the duties of Customs.

- 2.3 In case of domestic bidders, the Terminal Excise Duty being exempted (Under Deemed Export Benefits) will not be paid by OIL and bidders are to quote their prices according. OIL will provide necessary documents as per the Government Policy.
- 2.4 The domestic bidders will quote net price after taking into account the above Deemed Export benefits as applicable and bids will be evaluated accordingly. The bidders are requested to check the latest position on the subject on their own and OIL shall not accept any liability, whatsoever, on this account.

Performa for Irrevocable Letter of Credit

(Advising Bank)
State Bank of India

(India)

To,
(Beneficiary)
Oil India Ltd.

----- (India)

Irrevocable and confirmed Letter of Credit No.

Amount : US\$

Validity of this Irrevocable :(in India)
Letter of Credit (90 days beyond validity of offer)

Dear Sir,

You are hereby authorised to draw on (Name of Applicant with full address) for a sum not exceeding Available by your demand letter (draft) on them at sight drawn for US\$ accompanied by a certificate by Oil India Ltd., with the Tender No. duly incorporated therein, that one or more of the following conditions has/have occurred, specifying the occurred condition(s):

- a) If the bidder withdraws their bid during the period of bid validity specified by the bidder, or
- b) If the bidder, having been notified of the acceptance of their bid by the purchaser during the period of bid validity :
 - i) Fails or refuses to accept the order, or
 - ii) Fails or refuses to furnish the performance security, or
- c) If the bidder furnishes fraudulent document/information in their bid.

2. This Irrevocable Letter of Credit has been established towards Bid Security against Tender No. for(item).

3. We hereby guarantee to protect the Drawers, Endorsers and bonafide holders from any consequences which may arise in the event of the non-acceptance or non-payment of Demand Letter (draft) in accordance with the terms of this credit.

4. This credit is issued subject to the Uniform Customs and Practices for Documentary Credits (1993 Revised) International Chamber of Commerce brochure No. 500.

5. Please obtain reimbursement as under:

6. All foreign as well as Indian bank charges will be on the account of M/s (Applicant).

Counter Signature

For
Authorised Signature
(Original Bank)

GOODS AND SERVICES TAX

Provision of Clause No. 6.3 & 6.4 of document no MM/Global/RP//E-01/2005(Revised in May 2016) stands deleted and replaced with the following:

1. "GST" shall mean Goods and Services Tax charged on the supply of material(s) and services. The term "GST" shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as "IGST") or Central Goods and Services Tax (hereinafter referred to as "CGST") or State Goods and Services Tax (hereinafter referred to as "SGST") or Union Territory Goods and Services Tax (hereinafter referred to as "UTGST") depending upon the import / interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.
2. The quoted price shall be deemed to be inclusive of all taxes ,duties & levies except "Goods and Services Tax" (hereinafter called GST) (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and GST compensation Cess if applicable).
3. Contractor/vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL (Oil India Limited)/client. In the event that the contractor / vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules thereunder, OIL/client shall not be liable to make any payment on account of GST against such invoice.
4. GST shall be paid against receipt of tax invoice and proof of payment of GST to government. In case of non-receipt of tax invoice or non-payment of GST by the contractor/vendor, OIL shall withhold the payment of GST.
5. GST payable under reverse charge for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/vendor but will be directly deposited to the government by OIL/client.
6. Where OIL/client has the obligation to discharge GST liability under reverse charge mechanism and OIL/client has paid or is /liable to pay GST to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL/client for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OIL/client to Contractor / Supplier.
7. The Supplier shall always comply with the requirements of applicable laws and provide necessary documents as prescribed under the Rules & Regulations, as applicable from time to time. In particular, if any tax credit, refund or other benefit is denied or delayed to OIL/project owner due to any non-compliance / delayed compliance by the Supplier under the Goods & Service Tax Act (such as failure to upload the details of the sale on the GSTN portal, failure to pay GST to the Government) or due to non-furnishing or furnishing of incorrect or incomplete documents by the Supplier, the Supplier shall be liable to reimburse OIL/project owner for all such losses and other consequences including, but not limited to the tax loss, interest and penalty.
8. Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor / Vendor is denied by the tax authorities to OIL/client for reasons attributable to Contractor / Vendor, OIL/client shall be entitled to recover such amount from the Contractor / Vendor by way of adjustment from the next invoice. In addition to the amount

of GST, OIL/client shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL/project owner.

9. TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.

10. The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions available under tax laws.

11. The contractor will be liable to ensure to have registered with the respective tax authorities and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.

12. In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.

13. OIL/client will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL/client is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

14. GST (GOODS & SERVICE TAX) (TRANSPORTATION CHARGES, SUPERVISION / TRAINING, SITE WORK):

The quoted Prices towards Transportation, Supervision, Training, Site Work, AMC shall be inclusive of all taxes & duties except Goods & Service Tax (GST).

Goods & Service Tax (GST) as billed by the Supplier shall be payable at actuals by Owner subject to Contractor furnishing proper tax invoice issued in accordance with Goods & Service Tax (GST) rules to enable Owner to take input tax credit as per Govt. Rules 2004 on Goods & Service Tax (GST) paid.

Goods & Service Tax (GST) shall not be payable, if the requirements as specified above are not fulfilled by the Supplier. In case of non-receipt of above, Owner shall withhold the payment of Goods & Service Tax (GST).

In case of Foreign Bidders, where foreign bidder does not have permanent establishment in India, for supervision/training services by foreign supervisor at Project Site, Goods & Service Tax (GST) shall be paid by Owner to tax authorities.

15. Documentation requirement for GST

The vendor will be under the obligation for invoicing correct tax rate of tax/duties as prescribed under the GST law to Owner/OIL, and pass on the benefits, if any, after availing input tax credit.

Any invoice issued shall contain the following particulars-

- a) Name, address and GSTIN of the supplier;
- b) Serial number of the invoice;

- c) Date of issue;
- d) Name, address and GSTIN or UIN, if registered of the recipient;
- e) Name and address of the recipient and the address of the delivery, along with the State and its code,
- f) HSN code of goods or Accounting Code of services;
- g) Description of goods or services;
- h) Quantity in case of goods and unit or Unique Quantity Code thereof;
- i) Total value of supply of goods or services or both;
- j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
- k) Rate of tax (IGST, CGST, SGST/ UTGST, cess);
- l) Amount of tax charged in respect of taxable goods or services (IGST, CGST, SGST/ UTGST, cess);
- m) Place of supply along with the name of State, in case of supply in the course of inter-state trade or commerce;
- n) Address of the delivery where the same is different from the place of supply and
- o) Signature or digital signature of the supplier or his authorised representative.

GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner-

- a) The original copy being marked as ORIGINAL FOR RECIPIENT;
- b) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
- c) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

In case of any advance given against any supplies contract, the supplier of the goods shall issue Receipt Voucher containing the details of details of advance taken along with particulars as mentioned in clause no. 15 (a), (b), (c), (d), (g), (k), (l), (m) & (o) above.

16. GENERAL REMARKS ON TAXES & DUTIES:

In view of GST Implementation from 1st July 2017, Excise Duty, CST/VAT, Service tax, Entry Tax and other indirect taxes and duties have been submerged in GST. Accordingly reference of Excise Duty, Service Tax, VAT, Sales Tax, Entry Tax, E1/E2 Forms, and any other form of indirect tax except of GST mentioned in the bidding document shall be ignored.

INTEGRITY PACT

Between

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

And

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

Preamble

The Principal intends to award, under laid down organizational procedures, contract / s for Tender No. ----- . The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder / s and Successful bidder / s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organization "Transparency International" (TI). Following TI's national and international experience, the Principal shall appoint an external independent

Monitor who shall monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

(A) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1. No employee of the Principal, personally or through family members, shall in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him / herself or third person, any material or immaterial benefit which he / she is not legally entitled to.
2. The Principal shall, during the tender process treat all Bidder with equity and reason. The Principal shall in particular, before and during the tender process, provide to all Bidder the same information and shall not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
3. The Principal shall exclude from the process all known prejudiced persons.

(B) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal shall inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder / Successful bidder

(A) The Bidder / Successful bidder commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

1. The Bidder / Successful bidder shall not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he / she is not legally entitled to, in order to obtain in

exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2. The Bidder / Successful bidder shall not enter with other Bidder into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
3. The Bidder / Successful bidder shall not commit any offence under the relevant Anticorruption Laws of India; further the Bidder / Successful bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
4. The Bidder / Successful bidder shall, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(B) The Bidder / Successful bidder shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

1. If the Bidder / Successful bidder has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder / Successful bidder from future contract award processes. The imposition and duration of the exclusion shall be determined by the severity of the transgression. The severity shall be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within OIL hierarchy of the Bidder and the amount of the damage. The exclusion shall be imposed for a minimum of 6 months and maximum of 3 years
2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder / Successful bidder can prove that he has restored / recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 - Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3 % of the value of the offer or the amount

equivalent to Earnest Money Deposit / Bid Security, whichever is higher.

2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Successful bidder liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit / Performance Bank Guarantee, whichever is higher.
3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Successful bidder can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder / Successful bidder shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 - Previous transgression

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

Section 6 - Equal treatment of all Bidder / Successful bidder / Sub contractor

1. The Bidder / Successful bidder undertakes to demand from all subcontractor a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal shall enter into agreements with identical conditions as this one with all Bidder, Successful bidder and subcontractor
3. The Principal shall disqualify from the tender process all bidder who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder / Successful bidder / subcontractor

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

Section 8 - External Independent Monitor / Monitors (three in number depending on the size of the contract)(to be decided by the Chairperson of the Principal)

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Successful bidder accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Successful bidder. The Successful bidder shall also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to

his project documentation. The same is applicable to Subcontractor The Monitor is under contractual obligation to treat the information and documents of the Bidder / Successful bidder / Subcontractor with confidentiality.

4. The Principal shall provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Successful bidder. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he shall so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor shall submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, shall the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

1. This Pact begins when both parties have legally signed it. It expires for the Successful bidder 12 months after the last payment under the respective contract, and for all other Bidder 6 months after the contract has been awarded.
2. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairperson of the Principal.

Section 10 - Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Jodhpur
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Successful bidder is a partnership or a consortium, this agreement must be, signed by all partners or consortium members
4. Shall one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement to their original intentions.

For the Principal

For the Bidder

Place: Jodhpur

Witness 1 :

Date:

Witness 2 :

NAME OF INDEPENDENT EXTERNAL MONITORS:

- 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**

- 3. SHRI JAGMOHAN GARG,
Ex Vigilance Commissioner, CVC
e-Mail ID: jagmohan.garg@gmail.com**

Bidders Response sheets for Foreign Bidders

Name of the Bidder	
Currency of Quot	
Port of Export	
Total Weight of Quoted Items	
Total Volume of Quoted Items	
Details of Indian Agent, if any	
Name and Address of Indian Agent	
Indian agent Commission Included in Quoted Price	
	Indicate "Quoted" or "Not Quoted"
Unit FOB Charges	
Unit FCA Charges	
Unit Ocean Freight	
Unit Air Freight	
Validity of the Bid as per NIT	Yes / No
Delivery Period Quoted in Weeks from	Placement of Order
Payment Term	
Whether ORIGINAL Bid Bond (not copy	Yes / No
(a) Amount :	
(b) Name of issuing Bank :	
(c) Validity of Bid Bond :	
SUBMISSION OF PBG IN THE EVENT OF	Yes / No
WHETHER YOU HAVE SUBMITTED BID	Yes / No

Bidders Response sheets for Indian Bidders

Name of the Bidder	
Currency of Quot	
Place of Despatch (Ex- Works)	
Total Weight of Quoted Items	
Total Volume of Quoted Items	
Details of Lisioning Agent, if any	
	Indicate "Quoted" or "Not Quoted"
Unit Road Freight in INR	
HANDLING CHARGE	
Quoted TPI charge	Included / Extra
Validity of the Bid as per NIT	Yes / No
Delivery Period Quoted in Weeks from Placement of Order	
Payment Term	
Whether ORIGINAL Bid Bond (not copy of Bid Bond) Sent	Yes / No
(a) Amount :	
(b) Name of issuing Bank :	
(c) Validity of Bid Bond :	
SUBMISSION OF PBG IN THE EVENT OF ORDER	Yes / No

Tender No.	Annexure
-------------------	-----------------

Matrix for Technical & Commercial Evaluation

Matrix of Bidder :

		Compliance by Bidder	
SL. NO.	BEC / TENDER REQUIREMENTS	Indicate 'Confirmed' / 'Not Confirmed' / Not applicable	Indicate Corresponding page ref. of unpriced bid
1	Bidder to confirm that he has not taken any exception/deviations to the bid document .		
2	Confirm that the product offered strictly conform to the technical specifications.		
3	Confirm that the Offer has been made with Bid Bond / Bank Guarantee / Earnest Money along with the offer ?		
4	Confirm unconditional validity of the bid as mentioned in the Annexure-IA		
5	Confirm that the prices offered are firm and / or without any qualifications?		
6	Confirm that all relevant fields in the on-line bidding format been filled in by the bidders for the items quoted by them.		
7	Confirm that the the price bid is in conformity with OIL's on line bidding format ?		
8	Confirm that the Bid comply with all the terms & conditions ?		
9	In case of Foreign bidders having Indian agent, confirm that Indian agent does not represents more than one foreign bidder (Supplier/ Manufacturer/ Contractor) in a particular tender.		
10	Confirm that the offers and all attached documents are digitally signed using digital signatures issued by an acceptable Certifying Authority (CA) as per Indian IT Act 2000.		
	Import Content:		
11	Confirm that the Indian bidder has indicated in their bid, the following details of the import content ?		
	i) List of materials to be imported.		
	ii) The quantity		

	iii) Their CIF value		
	iv) Relevant Customs tariff and		
	v) Currency(ies) involved thereof, in the supply which shall be indicated in the supply order / contract.		
12	LC Confirmation Charges: Has foreign bidder to note and confirm that the LC confirmation will not be considered by OIL and if the foreign bidder so insist, the confirmation charges will be to their account.		
13	Confirm delivery as per tender		

ANNEXURE

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 (Rs.) Crores / US \$ Million)*	NET WORTH In INR (Rs.) 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.

AUTHORISATION FOR ATTENDING BID OPENING

TO

Sir,

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.

&&&&&&&&&&&

**(TO BE FILLED UP BY ALL THE VENDOR IN THEIR OWN LETTER HEAD)
(ALL FIELDS ARE MANDATORY)**

Tender No. :
Name of Beneficiary :M/s.....
Vendor Code :.....
Address :.....
.....
Phone No. (Land Line) :.....
Mobile No. :.....
E-mail address :.....
Bank Account No. (Minimum
Eleven Digit No.) :.....
Bank Name :.....
Branch :.....
Complete Address of your
Bank :.....

IFSC Code of your Bank
a) RTGS :.....
b) NEFT :.....
PAN :.....
GST Registration No. :.....
Provident Fund Registration :.....

I/We confirm and agree that all payments due to me/us from Oil India Limited can be remitted to our above mentioned account directly and we shall not hold Oil India Limited responsible if the amount due from Oil India Limited is remitted to wrong account due to incorrect details furnished by us.

Office Seal

.....
Signature of Vendor

Counter Signed by Banker:
Seal of Bank:

Enclosure: Self attested photocopies of the following documents-

- 1) PAN Card
- 2) GST Registration
- 3) Provident Registration Certificate
- 4) Cancelled cheque of the bank account mentioned above (in original).
- 5) Bank Statement not older than 15 days on the date of submission.

- A. OIL INDIA LIMITED (OIL) has upgraded its E-tender Portal. As part of the new system, the intending bidder must have Encryption Certificate along with Digital Signature Certificate (DSC) of Class III [Organization]. The date for implementation of new system is 12th April 2017 and the requirement of the new DSC will be applicable for the tenders floated on 12th April 2017 onwards. All our current and prospective esteemed bidders are therefore requested to acquire Class III DSC [Organization] along with Encryption Certificate issued by any of the Licensed Certifying Authorities (CA) operating under Controller of Certifying Authorities (CCA) of India as per Indian IT Act 2000. Guideline for getting Digital Signature and other related informations are available on the e-tender website www.oil-india.com .
- B. Bidders are requested to go through “New Vendor Manual” effective date:12.04.2017 before submitting offer in system.
- C. Bidders are requested to go for “Guidelines to Bidders for participating in OIL” before submitting offer in system.

Upload Technical Bid / Price Bid.

1.

Response - Oil India Ltd - SRM QAS Portal - Internet Explorer

http://srmqas.oilindia.in:50100/irj/porta

Response

Display RFX Response:

Edit Print Preview Check

RFX Response Number 60005572 RFX Number Status Saved Submission Deadline Opening Date 11.04.2017 00:00:00 India Remaining time 0 Days 14:02:00 RFX Owner BHARALI

Total Value XXXXX INR RFX Response Version Number Active Version

RFX Information Items Notes and Attachments Conditions Summary Tracking

Basic Data Questions Technical Attachments

Event Parameters

Currency: Indian Rupee

Detailed Price Information: Price with Conditions

Terms of Payment: OTH Others (Please specify under attributes)

Service and Delivery

Incoterm: FOB SINGAPORE

Area for uploading "Priced Bid" if the detailed price information is "No Price"

Area for uploading "Priced Bid" if the detailed price information is "Price with Condition"

Area for uploading "Techno-commercial Unpriced Bid"

Please do not upload price under "Technical Attachment"

▼ Partners and Delivery Information

Details Send E-Mail Call Clear

Function	Number	Name
The table does not contain any data		

Filter Settings

2. 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:

Response - Oil India Ltd - SRM QAS Portal - Internet Explorer

http://srmqas.oilindia.in:50100/irj/portal?NavigationTarget=navurl%3A%2F%2F3a2821f4-dff-7a5000h54ff54h07d077RidennDRTFuent-CRNFuentR/RTTechnicalName=qte&BOSystemAlias=SAP_SRM&Operation=displayresponse&isOBN=true&APPLID=SA

Response

Display RFX Response:

[Edit](#) [Print Preview](#) [Check](#) [Technical RFX Response](#) [Close](#) [Verify Signature](#) [Sign Response](#) [Refresh Smartform](#) [Decrypt Data](#) [System Information](#) [Create Memory Snapshot](#)

RFX Response Number 60005572 RFX Number 951 Status Saved Submission Deadline 11.04.2017 00:00:00 INDIA Opening Date 11.04.2017 00:00:00 INDIA Remaining Time 0 Days 14:02:03 RFX Owner BHARALI

Total Value XXXXX INR RFX Response Version Number Active Version RFX Version Number 1

RFX Information **Items** **Notes and Attachments** **Conditions** **Summary** **Tracking**

Basic Data **Questions** **Technical Attachments**

▼ Notes

Clear [Filter](#) [Settings](#)

Category	Description
Conditions of Participation	-Empty-
Bid Invitation/Auction Text	-Empty-
Bidder's Remarks	-Empty-
Purchaser's Remarks	-Empty-

▼ Attachments

▼ cFolder Attachments

Add Attachment Delete Verify Signature [Filter](#) [Settings](#)

cFolder Name	Category	Description	File Name	Version	Processor	Checked Out	Type	Size (KB)	Changed by	Changed on
The table does not contain any data										

Area for uploading Priced Bid**

Area for uploading TechnoCommercial Unpriced Bid*

***The “Techno-Commercial Unpriced Bid” shall contain all technocommercial details except the prices.**

**** Please follow the instructions as per Vendor User Manual for Uploading Price under “Notes and Attachment” or “Condition”**

Guidelines to Bidders for participating in OIL's e-Procurement tenders

OIL INDIA LIMITED (OIL) has upgraded its E-tender Portal. As part of the new system, the intending bidder must have Encryption Certificate along with Digital Signature Certificate (DSC) of Class III [Organization]. The date for implementation of new system is 12th April 2017 and the requirement of the new DSC will be applicable for the tenders floated from 12th April 2017 onwards. All our current and prospective esteemed bidders are therefore requested to acquire Class III DSC [Organization] along with Encryption Certificate issued by any of the Licensed Certifying Authorities (CA) operating under Controller of Certifying Authorities (CCA) of India as per Indian IT Act 2000. Guideline for getting Digital Signature , New procedure for submission of response in system , system setting & other related informations are available on the website www.oil-india.com .

Bid invitations (Tenders)

1. The details of e-Procurement tenders can be accessed from our **e-Procurement** site <https://etender.srm.oilindia.in/irj/portal>
- 2.If you do not have a user id, please click on Guest login button to view available open tenders.
- 3.For obtaining User ID and Password , interested bidders are requested to go for Online Registration. Please do go to the url: <https://etender.srm.oilindia.in/irj/portal> And go to the link Supplier Enlistment for E-Tender .

Pre-requisites to submit tenders on line

- 1.Bidder should have a valid User Id to access OIL e-Procurement site.
2. Bidder should have a legally valid digital certificate with Organization Name alone with Encryption Certificate 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 as per Indian IT Act 2000.
3. Bidder should have paid the requisite tender fee, if applicable for the Bid Invitation. If you are exempt from paying tender fee, you should have got an exemption from the Tender Officer.
4. Bidder should fulfill any other pre-requisites mentioned in the tender documents of a specific tender.

Obtaining User Id to access OIL e-Procurement site

1. For obtaining User ID and Password, interested bidders are requested to go for Online Registration. Please do go to the url: <https://etender.srm.oilindia.in/irj/portal> And go to the link Supplier Enlistment for E-Tender. Other details can be viewed in www.oil-india.com.

Bidders are advised to apply for user ID at least 7 days prior to the last date of tender fee payment for their own interests. User ID's shall be processed within 4 days subject to furnish complete information by the bidder. OIL shall not be responsible for any delays in allocation of user ID/password and other tender related formalities.

2. Once the registration is completed Initially user id and password will be assigned to the bidder.

Instructions for obtaining Digital Signature & Encryption Certificate (DSC)

1. In order to bid for OIL e-tenders all the vendors are required to obtain a legally valid Digital Certificate Class III [Organization] along with Encryption Certificate as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

Digital Signature Certificate comes in a pair of Signing/verification and encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on eTendering the DSC token should be connected to your system.

The cost of obtaining the digital certificate shall be borne by the vendor.

2.Steps for obtaining Digital Certificate & Encryption Certificate

Visit the site of the licensed CA* using internet browser (<http://www.cca.gov.in/>)

Apply online for Digital Certificate Class III [Organization] along with Encryption Certificate for the designated individual with organization name. Ensure the Digital Certificate is legally valid in India.

For making payment and submission of documents required for issue of the Digital Certificate & Encryption, follow the instructions on the CA's website.

Use the class III Digital Certificate [Organization] & Encryption Certificate thus obtained for online bidding on OIL e-Procurement site.

***Links to some licensed CA's are provided below**

1. <http://www.safescrypt.com/>
2. <http://www.tcs-ca.tcs.co.in/>
3. <http://www.mtnltrustline.com/>
4. <http://www.gnvfc.com/> etc

3. Technical Settings

Web Browser: Internet explorer ver8.0 or higher recommended.

Proxy: If you are unable to access OIL e-Procurement site or Bid Documents, check if you are using proxy to connect to internet or if your PC is behind any firewall. Contact your system administrator to enable connectivity. Please note that Port for HTTPS connectivity should be enabled on your proxy/firewall. Dial-up internet connectivity without Proxy settings is another option.

Pop-ups: Pop-ups should be enabled on OIL e-Procurement URL and Bid Documents URLs. This is required to view tender documents.

Active-X Controls: Maintain the settings as described in Internet Explorer settings document to enable digital signature signing and verification.

Recommended Screen Resolution: 1024 by 768 pixels.

Internet Speeds: If you are experiencing slow connectivity to OIL e-Procurement, then contact your system administrator or ISP provider for desirable speeds.

INTERNET EXPLORER SETTING

The system requirement for e-bidding is PC/Laptop having windows Operating System, Internet explorer browser & internet broadband connectivity. Following settings are required to be carried out in pc/laptop for proper functioning of digital signature in OIL e-tender application. Before using etender site for bidding, ensure that the below mentioned settings in Internet Explorer are properly configured.

Step1

Open internet explorer-> tools-> internet options -> security tab: trusted sites->add the site :-> <https://etender.srm.oilindia.in/irj/portal>

Step2

Open internet explorer->tools->internet options->security tab->trusted sites ->custom level ->disable the „use pop-up blocker ☐ option. Under the head „miscellaneous ☐ set custom setting to low or medium. Press ok button to save the settings.

Step3

Open internet explorer->tools->internet options->privacy tab->untick the Turn on pop-up Blocker check box. Open internet explorer->tools->internet options->privacy tab ->set the level to „Accept all cookies ☐

Press ok button to save the settings.

Step4

Turn off pop-up blocker / remove any toolbar programs like rediff toolbar, yahoo toolbar etc. from your PC using add/remove programs. Restart the computer.

Step5

Changing the zoom level of IE to exactly 100%. The „Zoom level□ option is available on the right side bottom of the internet explorer screen. Set the zoom level to 100%.

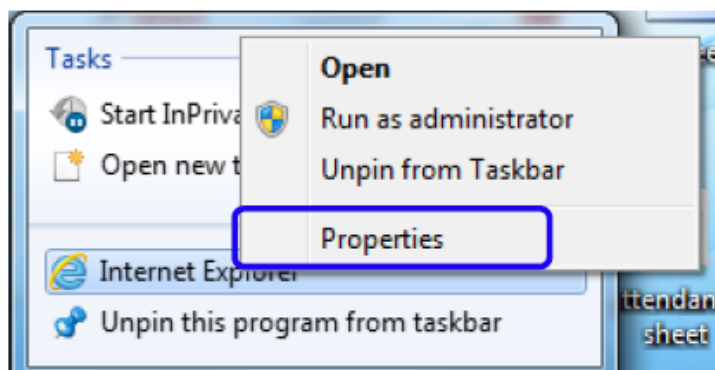
Step5

Go to Tools- Compatibility View Settings and perform the setting and add “OILINDIA.IN” below.

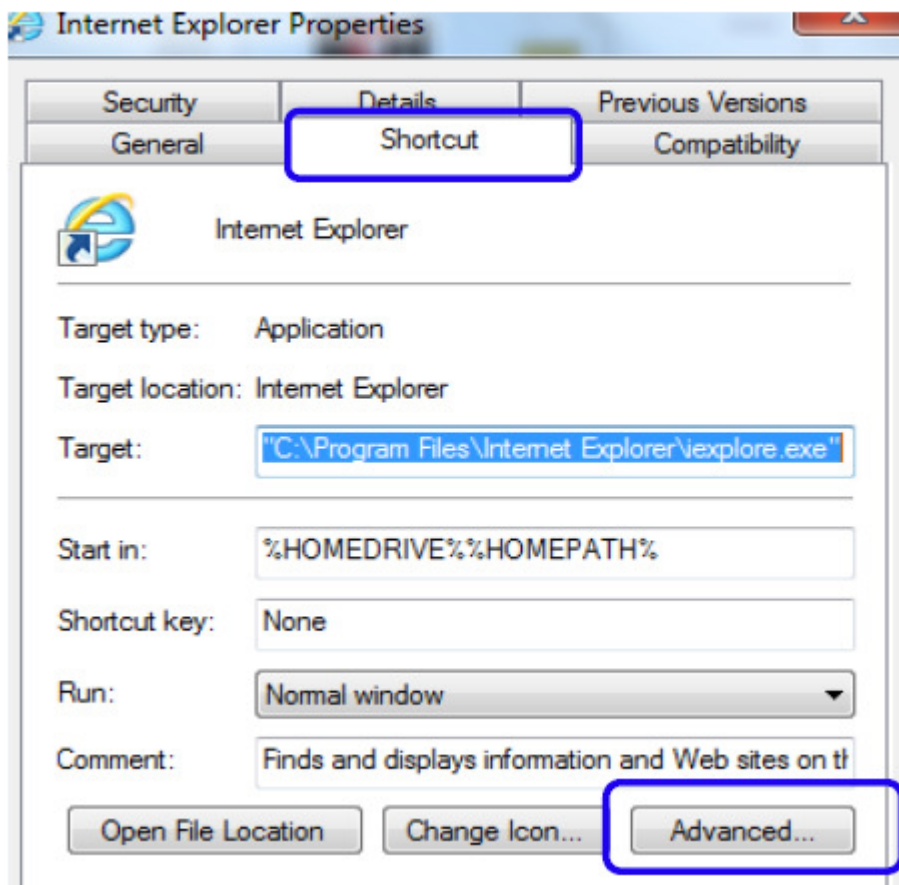


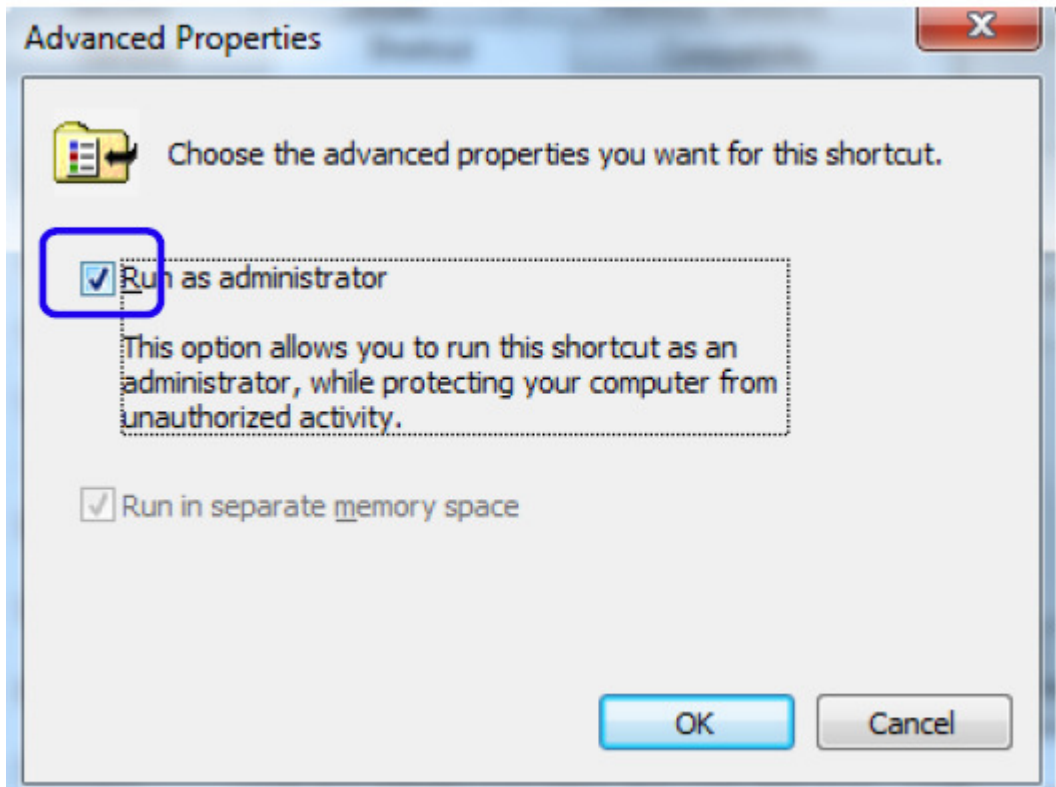
INTERNET EXPLORER Run in administrator mode

Set the browser to run in administrator mode as per the steps given below. - Go to properties of Internet explorer by right clicking the Internet explorer icon



Click Advanced button from the shortcut tab as shown below





Java Requirement: Bidders are requested use only 32 Bit Java. Bidders may use any version Upto JAVA 1.8 updated 112. After downloading the Java components make sure that you start your internet browser again. Please ensure that your computer does not have multiple versions of Java

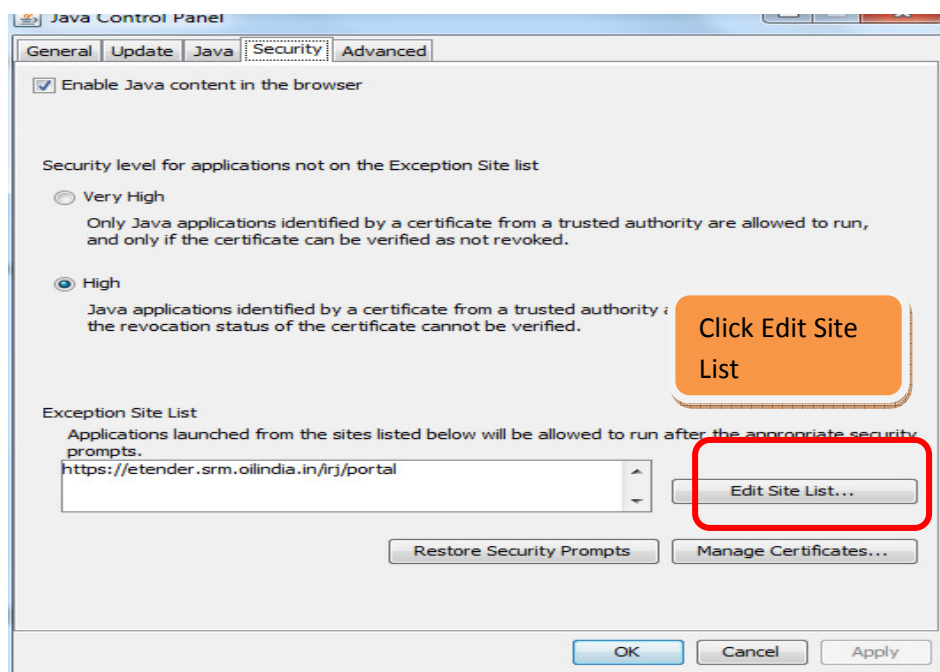
NOTE:

And after installation make some settings as under:

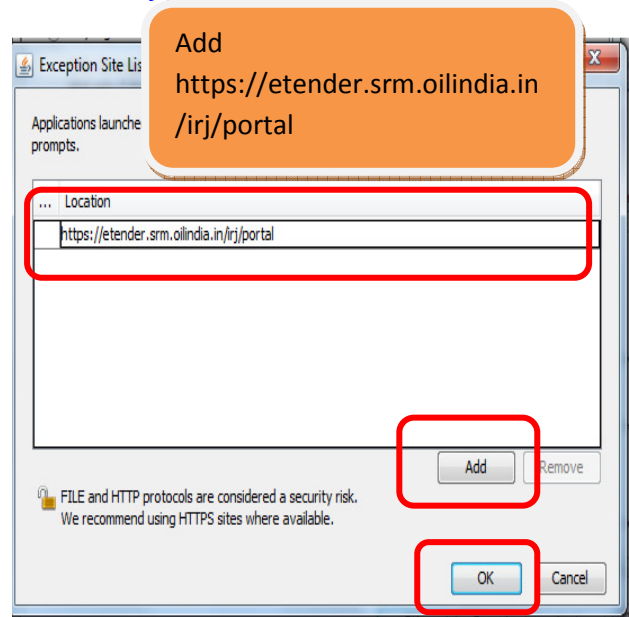
- 1) Go to Start->Control panel**
- 2) Java->Security**
- 3) Security level-> Medium**



Click 'Edit Site List' button under 'Exception Site List'



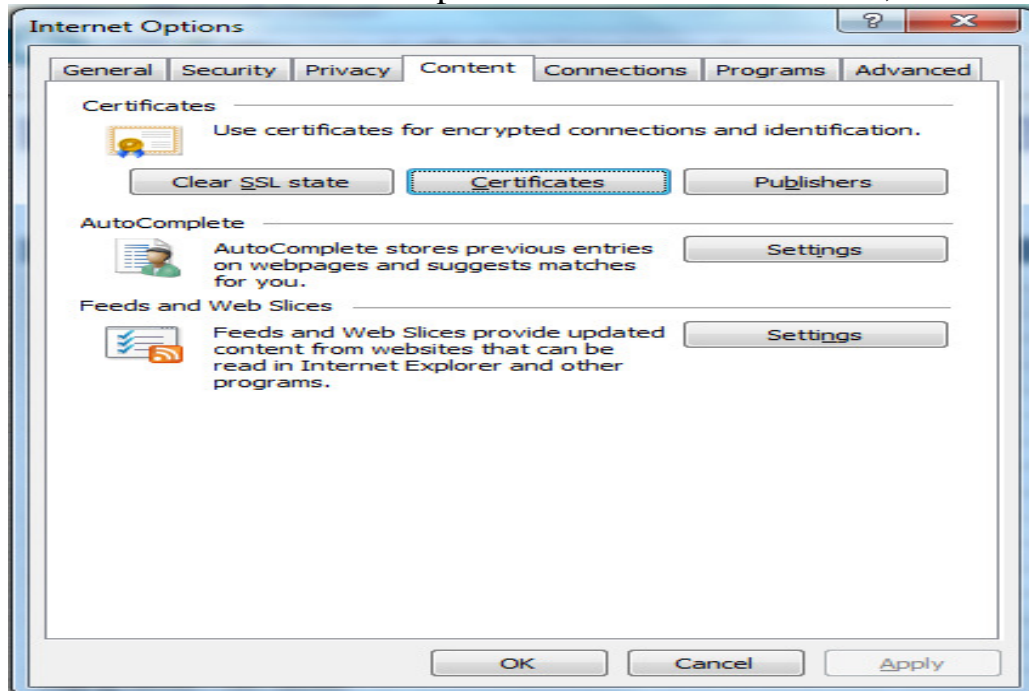
Click 'Add' button > Enter <https://etender.srm.oilindia.in/irj/portal> under 'Location' > Click **OK** to save the location



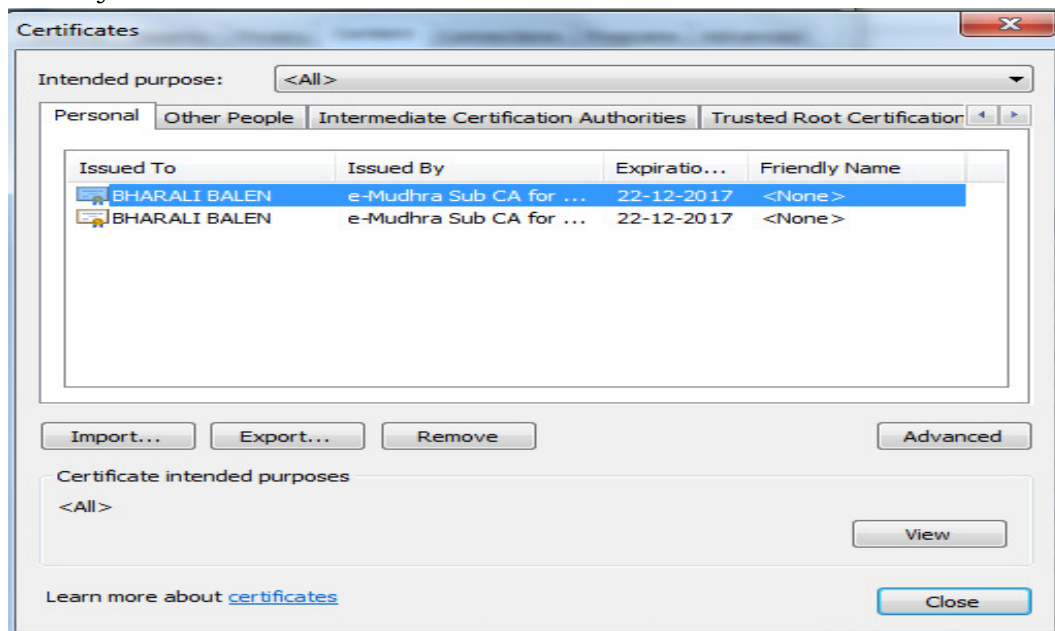
INSTALLATION OF DIGITAL SIGNATURE E-TOKEN

Install the driver signature e-token in consultation with the vendor from where the digital signature certificate is purchased. After installation , attach the e-token in your system USB port. Check to ensure that the digital signature & Encryption certificate is installed properly:

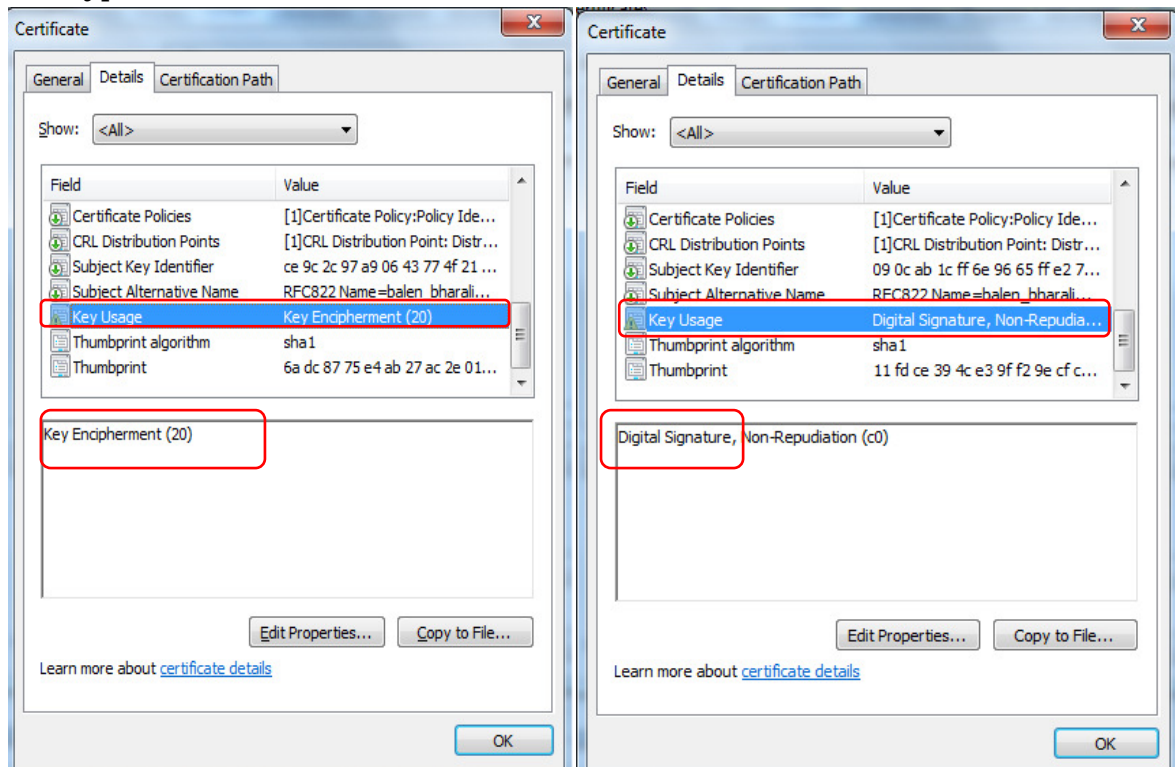
1. Go to tools ->internet options->contents->certificates, click on certificate.



2. After clicking the certificate , the installed certificate details will be appeared . Check Validity of the certificates.



3. Select the certificate and click view . Certificate details will be appeared . Go to details > Check “Key Usage”. The certificate must contain one “Signature Certificate” and one “Encryption Certificate”



In case of any clarification pertaining to e-procurement process, the vendor may contact the following

ERP DEPARTMENT

OIL INDIA LIMITED

PO:DULIAJAN

PIN:786602

Email:erp_mm@oilindia.in

Contact: (0374) 280-7178/7171/7192 /4903