

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

Telephone No. (91-291) 2729472

Fax No: (91-291) 2727050

Email: anitadam@oilindia.in; erp\_mm@oilindia.in

**Tender No. & Date : SJG7077P18**

Tender Fee : INR 6,000/- OR USD 100

Bid Security Amount : INR 1,33,000/- OR USD 2,100

Bid Security Validity : 210 days from bid closing date

Tender sale period : 16.02.2018 to 20.03.2018

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

Bid Closing on : **27.03.2018 ( at 11.00 Hrs. IST)**

Technical Bid Opening on : **27.03.2018 ( at 15.00 Hrs. IST)**

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

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

<b>Item No./Mat. Code</b>	<b>Material Description</b>	<b>QTY.</b>	<b>UOM</b>
10	SUPPLY OF STAINLESS STEEL X-MASS TREE ASSEMBLY, 65.08MM VERTICAL BORE, 52.38MM HORIZONTAL BORE, SINGLE STRING, DOUBLE ARM, DOUBLE MASTER VALVE, MATERIAL CLASS CC-GENERAL SERVICE, AS PER API-6A LATEST EDITION, TEMPERATURE RATING U, PSL-1, WP-352 KG/CM <sup>2</sup> AS PER THE FOLLOWING ANNEXURE :  a) Detailed Specification – Annexure - I.  b) Bid Evaluation Criteria – Annexure - II.  c) Technical and Commercial Check List vide Annexure - III	08	Nos.

**Special Notes :**

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

2.0 Technical Check list and Commercial Check list are furnished vide Annexure – III. Please ensure that both the check lists are properly filled up and uploaded along with “Techno-commercial Unpriced Bid”.

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

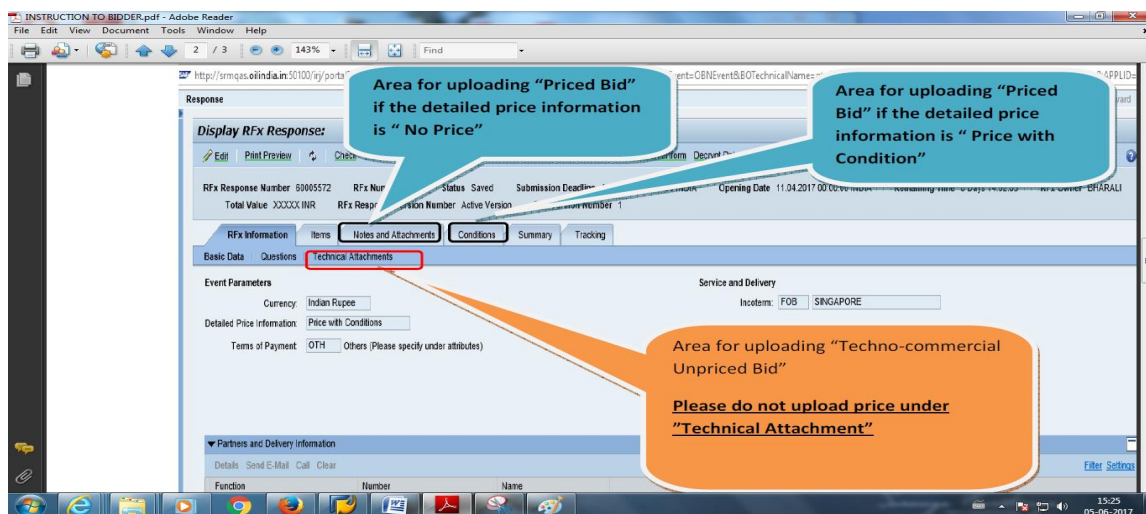
4.0 Please note that all tender forms and supporting documents are to be submitted through OIL's e-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribed with **Tender no.** and **Due date** to **The DGM(M&C), Materials & Contracts Department,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

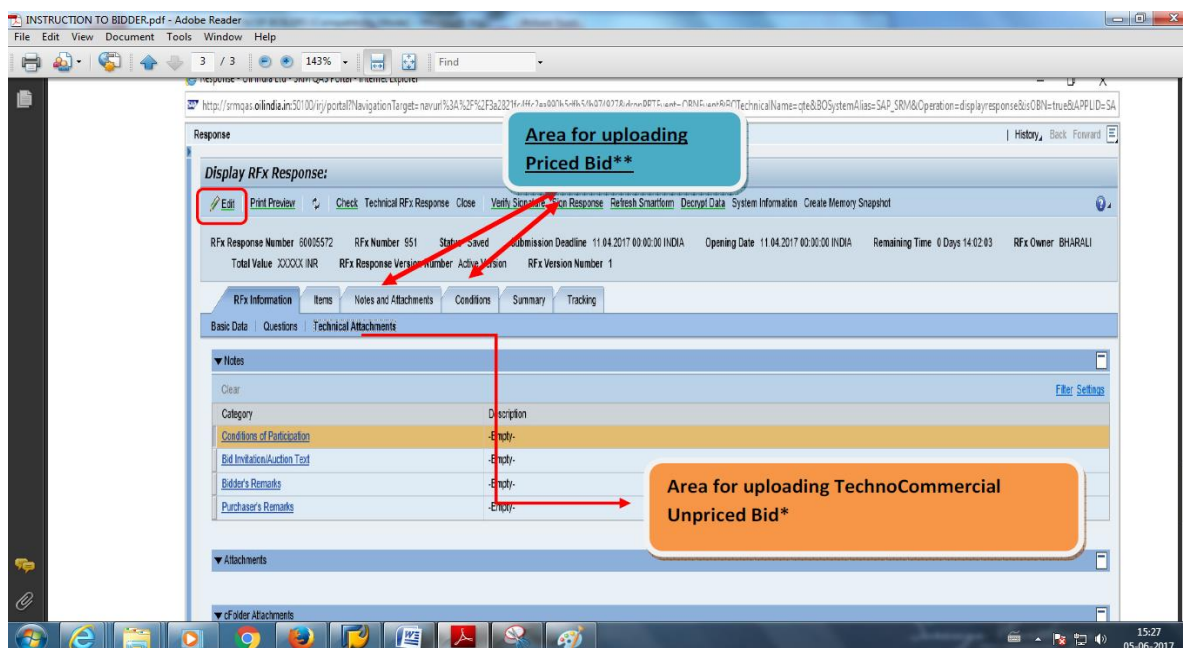
- a) Original Bid Security .
- b) Details Catalogue and any other document which have been specified to be submitted in original.

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

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

Please ensure that Technical Bid / all technical related documents related to the tender are uploaded in the RFx Information > Technical Attachment 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 Attachments” Tab Page.** Details of prices as per Price Bid format/Priced bid to be uploaded under “Notes & Attachments” tab. A screen shot in this regard is shown below. Offer not complying with above submission procedure will be rejected.





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

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

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

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

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

(i) Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.

8.0 The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide Annexure XII of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL’s competent signatory. The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder’s authorized

signatory who sign the Bid. **If any bidder refuses to sign Integrity Pact or declines to submit Integrity Pact with the offer, their bid shall be rejected straightway.**

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

1. SHRI RAJIV MATHUR, IPS (Retd.),  
E-mail : rajivmathur23@gmail.com
2. SHRI SATYANANDA MISHRA, IAS(Retd.)  
E-Mail ID : satyanandamishra@hotmail.com
3. SHRI JAGMOHAN GARG, Ex-Vigilance Commissioner, CVC  
E-Mail id : jagmohan.garg@gmail.com

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

9.1 To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organizations Name** having **encryption/decryption 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 (<http://www.cca.gov.in>). **Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable.**

9.2 Bidders must have a valid User ID to access OIL e-Procurement site for submission of bid. Vendors having User ID & password can purchase bid documents **on-line through OIL's electronic Payment Gateway**. New vendor shall obtain User ID & password through online vendor registration system in e-portal and can purchase bid documents subsequently in the similar manner.

9.3 Parties shall be eligible for accessing uploading of their bid in E-portal after receipt of the requisite cost of the bidding document.

10.0 GST Clause: Please refer to Annexure – GST.

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

(Anita Dam)  
DGM(M&C)  
For CGM-Services(RP)  
For Executive Director(RP)

\*\*\*\*\*

**SCOPE OF SUPPLY :**

**SUPPLY OF STAINLESS STEEL X-MASS TREE ASSEMBLY, 65.08MM VERTICAL BORE, 52.38MM HORIZONTAL BORE, SINGLE STRING, DOUBLE ARM, DOUBLE MASTER VALVE, MATERIAL CLASS CC-GENERAL SERVICE, AS PER API-6A LATEST EDITION, TEMPERATURE RATING U, PSL-1, WP-352 KG/CM<sup>2</sup>.**

**QUANTITY : 8 Nos.**

---

**TECHNICAL SPECIFICATIONS :**

Stainless steel X-mass tree assembly, single string, double arm, double master Valve, WP 352 Kg/ Sq.C.2. 9/16# (65.08 mm) vertical bore 2.1/16"(52.38mm) Outlet (horizontal) bore, as per API 6A, 17th (or latest) edition, Material class CC-General Service, Temperature rating U PSL-1, consisting of the following :

1. Gate Valve 65.09 mm x 352 Kg/Cm2 (2.9/16" x 5000 PSI ) WP as per API 6A latest edition, flanged end, full bore through conduit having solid gate construction with floating seat and parallel expanding gate with replaceable seat, non-rising stem supported on two thrust bearings, back seat arrangement with plastic packing and grease injecting port, complete with hand wheel. - 3 nos.
2. Same as Item No. 1 above but 52.38 mm x 351.54 Kg/Cm2 (2.1/16" x 5000 PSI) WP - **2 Nos.**
3. Same as Item No. 1 above but 52.38 mm x 351.54 Kg/Cm2 (2.1/16" x 5000. PSI) WP and screwed end API LP female - **02 Nos.**
4. Adaptor Spool, 65.08 mm x 351.54 Kg/Cm2 (2.9/16" x 5000 PSI) WP. studed top x 79.38 mm x 351.54 Kg/Cm2 (3.1/8" x 5000 PSI) WP open flanged bottom minimum height 200 (8") m. -**01 No.**
- 5 .Cross, 65.08 mm x 351.54 Kg/Cm2 (2.9/16" x 5000 PSI) vertical full bore x 52.38 mm x 351.54 Kg/Cm2 (2.1/16" x 5000 PSI) WP side open flanged ends, 12.70 mm (1/2") NPP tapping at the centre -**01 No.**
6. Cap, 65.08 mm x 351.54 Kg/Cm2 (2.9/16"x 5000 PSI) WP 6B flanged bottom and top with 73.03 mm (2.7/8" OD EUE 8 RD API tubing lift threads complete with union 4 ACME treaded cap tapped 12.70 mm (1/2") NPT. -**01 No.**
7. Positive choke, 52.38 mm x 351.54 Kg/Cm2 (2.1/16" x 5000 PSI) WP flanged end inlet and 53.38 mm x 351.54 Kg/Cm2 (2.1/16" x 5000 PSI) WP aPI LP threaded outlet complete with 12.70 mm (1/2") NPT blanking plug bonnet assembly complete with bean adaptor. - **02 Nos.**
8. Ring Joint Gasket, RX-24, SS-316 for Sl. No. 1/Metallurgy shall be conforming to Sl.No. 2 - **04 Nos.**
9. Ring Joint Gasket, RX-27, SS-316 for Sl. No. 1/Metallurgy shall be conforming to Sl.No. 1 - **04 Nos.**
10. Ring Joint Gasket, RX-35, SS-316 for Sl.No. /Metallurgy shall be conforming to Sl.No. 4 - **02 Nos.**
11. 25.4 mm x 165.10 mm (1" x 6.1/2") long studs with two hexagonal nuts, cadmium plated - **24 Nos.**

12. 25.4 mm x 165.10 mm (1" x 6.1/2") long studs with one hexagonal nuts cadmium plated - **08 Nos.**
13. 22.23 mm x 158.75 mm (7/8" x 6.1/2") long studs with two hexagonal nuts, cadmium plated - **32 Nos.**
14. Needle Valve, angle type 12.70 mm x 351.54 Kg/Cm2 (1/2" x 5000 PSI) WP male x female NPT ends - **02 Nos.**
15. Needle Valve, straight type 12.70 mm x 351.54 Kg/Cm2 (1/2" x 5000 PSI) WP male x female NPT ends - **02 Nos.**
16. Nipple 52.80 mm x 203.2 mm (2.1/16" x 8") long double pin extra strong seamless nipple API LP threaded with 12.70 mm (1/2") NPT tapping at the middle of the nipple 351.54 Kg/Cm2 (5000 PSI) WP - **02 Nos.**
17. Tee, 50.80 (2") nom. Dia 351.54 Kg/Cm2 (5000 PSI) WP API LP female threads - **02 Nos.**
18. Bull plug, seamless 50.80 mm (2") nom dia 351.54 Kg/Cm2 (5000 PSI) WP. API LP male threaded ends x 152.5 mm (6") long - **02 Nos.**
19. Hammer Union WECO type 50.80 mm (2") 351.54 KG/Cm2 (5000 PSI) WP screwed to API LP threads - **01 No.**
20. Nipple, double extra strong, 50.80 mm x 351.54 Kg/Cm2 (2" x 5000 PSI) WP with 50.80 mm (2") API LP threaded ends of required length - **06 Nos.**
21. Nipple same as Item No. 20 - **01 No.**
22. Nipple same as Item No. 20 - **01 No.**
23. Pressure Gauge, 0-351.54 Kg/Cm2 (0-5000 PSI) WP with 12.7 mm (1/2")-04 Nos. NPT pin bottom suitable for WOG
24. Bean Wrench - 01 No.
25. Bean Size 1.5 mm -01 No.
26. Bean Size 2.0 mm -01 No.
27. Bean Size 2.5 mm -01 No.
28. Bean Size 3.0 mm -01 No.
29. Bean Size 3.5 mm -01 No.
30. Bean Size 4.0 mm -01 No.
31. Bean Size 4.5 mm -01 No.
32. Bean Size 5.0 mm- 01 No.
33. Bean Size 5.5 mm -01 No.
34. Bean Size 6.0 mm -01 No.
35. Bean Size 6.5 mm -01 No.
36. Bean Size 7.0 mm -01 No.
37. Bean Size 8.0 mm- 01 No.
38. Bean Size 9.0 mm -01 No.
39. Bean Size 10.0 mm -01 No.
40. Bean Size 11.0 mm- 01 No.
41. Bean Size 12.0 mm -01 No.
42. Wrench Box, socket size 25.4 mm (1")- 01 No.
43. Wrench Box, socket size 22.225 mm (7/8")- 01 No.

**NOTE:**

1.0 The X-Mass Tree shall be supplied in complete assembled condition.

2.0 Metallurgy, Manufacturing and Q.C. shall be as per API-6A.

3.0 All Valves shall be of the fire safe design to comply with API-RP 6FA.

4.0 Bidder must be authorized to manufacture and test the materials as per API-6A. API monogram to be embossed on each piece of material. Bidder should submit a copy of valid authorisation certificate/licence to use API monogram along with the Offer.

5.0 Manufacturer must forward their Inspection Schedule in respect of above for inspection by Third Party Inspectorate Agency along with the offer. Bidders are required to forward the related Technical Brochure & Drawings showing all the major and critical dimensions along with the bid.

6.0 Third Party Inspection is applicable against this tender. All inclusive charges for Third Party Inspection must be included in the quoted price as shown in the Price Bid Format. Offers without any mention about Third Party Inspection charges as specified above will be considered as inclusive of Third Party Inspection charges.

7.0 OIL's approved Third Party Inspection Agencies are M/s. Llodys, M/s. Bureau Veritas, M/s. Rites, M/s. IRS, M/s. Tuboscope Vetco AND M/s. DNV.

8.0 The Bidder shall confirm in their technical bid about compliance of all the points under technical specification and notes of the tender.

9.0 The Bidder shall submit the relevant drawing and literature along with technical bid as given below-

(a) Cross Sectional Drawing showing major dimensions.

(b) Product Catalogue.

10.0 Each major components of the x-mas tree assembly like valves, cross, adapter, etc. shall bear marking on name plate as follows:

a) API Monogram.

b) OIL's purchase order no.

c) Equipment serial number.

d) Manufacturer's name.

e) Rated working pressure, bore size.

f) Material of construction, PSL, PR & Trim designation.

g) Year of manufacture.

11.0 Third Party Inspection shall be carried out by Oil India Ltd's approved Third Party Inspection Agency for API Specification 6A.

The scope of inspection will cover the followings:

a) General Design,

b) Material,

c) Welding(if any),

d) Quality Control,

e) Equipment Marking,

f) Storing, Packaging & Shipping,

- g) Radiography test, wherever applicable,
- h) Any other aspects found necessary by TPIA.

12.0 The TPI report shall be submitted along with the material supply.

**13.0 General Notes :**

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

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

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

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

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

(f) To ascertain the substantial responsiveness of the bid OIL reserves the right to ask the bidder for clarification in respect of clauses covered under BEC also and such clarifications fulfilling the BEC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be summarily rejected.

\*\*\*



**BID EVALUATION CRITERIA(BEC)**

The bids shall in general conform to the specifications and terms and conditions given in the tender. Bids shall be rejected in case the goods 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 will have to be particularly met by the bids, without which the same will be considered as non-responsive and be rejected.

**A. TECHNICAL CRITERIA****1. Bidder's Qualification :**

1.1 The bidder shall be an Original Equipment Manufacturer (OEM) having experience in manufacturing of X Mass Tree Assembly as per API specification 6A of pressure rating indicated in the tender or more in previous five (05) years reckoned from the original bid closing date of the tender. Documentary evidence in the form of a valid API 6A certificate for the previous five(05) years from the original Bid Closing Date of this tender shall be submitted along with the bid without which offer will be rejected.

OR

1.2 The bidder shall be an authorized dealer/authorized distributor of OEM of X-Mass tree having above qualification. A valid copy of authorization letter/ dealership certificate with proper guarantee/warranty back up on the supplied products from the original X-mass tree manufacturer (OEM) shall be submitted along with technical bid.

**2. Bidder's Experience :**

2.1 In case the bidder is an Original Equipment Manufacturer (OEM) of the offered item, the bidder shall have the credential of successful execution of at least one order with minimum quantity not less than 50% of the tender quantity i.e, 4 nos. of 5,000 PSI X - mass tree of similar specifications in previous five (05) years reckoned from the original bid closing date of the tender to any E & P Company. The bidder shall have to submit documentary evidence in support of their successful execution of supply order in the form of copy of Purchase Order, Excise Invoice/Bill of Lading, Completion Certificate/Commissioning Report etc. along with the technical bid.

2.2 In case the bidder is not a manufacturer(OEM), but, an authorized dealer/authorized distributor of X-Mass tree manufacturer having above qualification, the following criteria shall be met by the Bidder:

2.2.1 The Bidder shall have to confirm that the supply against this tender shall be from Manufacturer (OEM) of X Mass Tree Assembly as per API specification 6A, who meets the qualifying requirements stipulated under clauses 1.1 & 2.1 above. Copy of valid API certificate of OEM shall be submitted along with the technical bid.

2.2.2 The Bidder shall submit an Authorization Certificate with back up Warranty & Guarantee from the OEM to quote against this tender.

2.2.3 The bid shall be rejected in case of any change of the proposed OEM after submission of the bid.

2.2.4 the bidder (the authorised dealer/distributor of OEM) shall have the credential of successful execution of at least one order with minimum quantity not less than 50% of the tender quantity i.e, 4 nos. of 5,000 PSI X - mass tree of similar specifications in previous five (05) years reckoned from the original bid closing date of the tender to any E & P Company. The bidder shall have to submit documentary evidence in support of their

successful execution of supply order in the form of copy of Purchase Order, Excise Invoice/Bill of Lading, Completion Certificate/Commissioning Report etc. along with the technical bid.

2.3 In case the bidder has already supplied 5,000 PSI X - mass tree of similar specification of this tender to OIL in previous five (05) years reckoned from the original bid closing date of the tender, then they should mention the OIL's P.O. No(s). in the technical bid which have been successfully executed by them and need not require to submit the documentary evidence.

### **3.0 Supporting Documents:**

a) Possession of a supply order without complete execution or partially completed order will not be considered as previous experience of the bidder with respect to the Bidder's Experience criteria.

b) In support of the experience as noted in para 1.1, 1.2, 2.1 & 2.2 above, the bidder shall submit 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 :

- (i) Satisfactory Inspection report (OR)
- (ii) Satisfactory supply completion/ Installation / Commissioning report (OR)
- (iii) Delivery challan received by Consignee (OR)
- (iv) Central Excise Gate Pass/ Tax Invoice issued under relevant rules of Central Excise/ VAT (OR)
- (v) Bill of Lading etc.

c) Copy of certificates in support of clause nos. 1.1, 1.2, 2.2.1 and 2.2.2 shall be enclosed.

### **B) FINANCIAL CRITERIA :**

1.0 The bidder shall have an annual financial turnover of minimum INR 33.10 Lakh or equivalent in US Dollar during any of the preceding 03(three) financial years/ accounting year reckoned from the original bid closing date.

1.1 In case of Consortium, the leader of the consortium shall have an annual financial turnover as mentioned in para 1.0 above and the other members of the consortium should meet minimum turnover of INR 16.55 lakhs or equivalent in US Dollar during any of the preceding 03(three) financial years reckoned from the original bid closing date.

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

3.0 Documentary evidence in the form of Audited Balance Sheet and Profit & Loss Account for the preceding 03(three) financial/ accounting years should be submitted along with the technical bid.

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

**Notes:**

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

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

OR

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

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

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

**C) COMMERCIAL CRITERIA**

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

**2.0 Bid security of INR 1,33,000/- or USD 2,100 shall be furnished as a part of the TECHNICAL BID (refer Clause Nos.9.0 & 12.0 (Section A) of "General Terms & Conditions" for e-Procurement as per Booklet No. MM/RP/GLOBAL/E-01/2005 for E-procurement (ICB Tenders)). Any bid not accompanied by a proper bid security in ORIGINAL will be rejected without any further consideration.** A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender.

2.1 For exemption for submission of Bid Security, please refer Clause No. 9.8 (Section A) of "General Terms & Conditions" for e-Procurement as per Booklet No. MM/RP/GLOBAL/E-01/2005 for E-procurement (ICB Tenders).

2.2 The Bid Security shall be valid for 210 days from the original bid closing date of tender.

3.0 Validity of the bid shall be minimum 120 days from Bid closing date. Bids with lesser validity will be straightway rejected.

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

5.0 Bids received after the bid closing date and time will be rejected. Similarly, modifications to bids received after the bid closing date & time will not be considered.

6.0 Bidders shall quote directly and not through Agents in India. Offers made by Indian Agents on behalf of their foreign principals will be rejected. Similarly offers from unsolicited bidders will be rejected.

7.0 Bids containing incorrect statement will be rejected.

8.0 No offers should be sent by E-mail or Fax. Such offers will not be accepted.

9.0 Bidders must confirm that Goods, materials or plant(s) to be supplied shall be new of recent make and of the best quality and workmanship and shall be guaranteed for a period of twelve(12) months from the date of receipt and acceptance thereof or 18 months from the date of despatch whichever is earlier against any defects arising from faulty materials, workmanship or design. Defective goods/materials or parts rejected by OIL shall be replaced immediately by the supplier at the supplier's expenses and no extra cost to OIL.

10.0 Successful bidder will be required to furnish a Performance Bank Guarantee @10% of the order value. The Performance Bank Guarantee must be valid for one year from the date of successful commissioning. Bidder must confirm the same in their Technical Bid. Offers not complying with this clause will be rejected.

11.0 The Technical Bid should be submitted/uploaded along with Integrity Pact duly signed by the authorized signatory of the bidder. If any bidder refuses to sign Integrity Pact or declined to submit Integrity Pact with the offer, their bid shall be rejected straightway.

12.0 Bidders are required to submit the summary of the prices in their commercial bids as per the Price Bid Format of this tender.

**D) EVALUATION OF BID :**

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

**I. COMMERCIAL :**

1.0 The evaluation of bids will be done as per the Price Bid Format.

2.0 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.

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

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

\*\*\*\*\*

**CHECK LIST****(A) TECHNICAL**

THE CHECK LIST MUST BE COMPLETED AND RETURNED WITH YOUR OFFER. PLEASE ENSURE THAT ALL THESE POINTS ARE COVERED IN YOUR OFFER. THESE WILL ENSURE THAT YOUR OFFER IS PROPERLY EVALUATED. PLEASE SELECT "Yes" OR "No" TO THE FOLLOWING QUESTIONS, IN THE RIGHT HAND COLUMN.

Any difference in specification elsewhere in the tender, the specification of the check list shall be treated as final.

S N	PARAMETERS	BIDDER'S REMARK
1.	Size, WP, Test pr., PSL, PR, Material Class, temperature class & trim of the offered X-mas tree assembly	(to confirm)
2.	List of offered materials / components of x-mas tree assembly with bill of materials & quantity (to enclose)	(to mention document nos.)
3.	Drawing of individual components and whole assembly showing all critical dimensions & suitably indicating all the components (to enclose)	(to mention drawing nos.)
4.	Quality Assurance Plan, if any (to enclose)	(to mention document nos.)
5.	Whether product catalogue submitted	(yes / no)
6.	API 6A License Certificate no. with validity date (copy to enclose)	(to confirm)
7.	Name of third party inspection agency	(to confirm)
8.	Compliance with the scopes of third party inspection	(yes / no)
9.	Permanent marking of <i>Manufacturer's name &amp; unique equipment no., API Monogram, OIL's PO no., Pr. rating &amp; PSL</i> on body of X-mas tree (preferably die-stamped / stenciled)	(to confirm)
10.	Painting / finishing & shipping as per relevant standard	(to confirm)
11.	If the bidder is an authorized dealer / distributor of X-mas tree, valid authorization letter / dealership certificate no. with proper back-up guarantee / warranty from the original manufacturer (copy to be enclosed)	(to mention document nos.)
12.	Any other document submitted along with bid	(to furnish detail)
13.	Supporting documents for past supply experience as per the BEC clauses of the enquiry (copies of purchase order, bill of lading (BoL), Invoice etc. to be enclosed)	
PO no., Qty & date		Specification of supplied material
		Client's name & address
		BoL / Invoice No.
		Any other relevant document
PO # 1		
PO # 2		
PO # 3		

\*\*\*

**( B ) COMMERCIAL CHECK LIST**

THE CHECK LIST MUST BE COMPLETED AND RETURNED WITH YOUR OFFER. PLEASE ENSURE THAT ALL THESE POINTS ARE COVERED IN YOUR OFFER. THESE WILL ENSURE THAT YOUR OFFER IS PROPERLY EVALUATED. PLEASE SELECT "Yes" OR "No" TO THE FOLLOWING QUESTIONS, IN THE RIGHT HAND COLUMN.

Sl#	REQUIREMENT	COMPLIANCE
1.0	Whether bid submitted under Single Stage Two Bid System?	Yes / No
2.0	Whether quoted as manufacturer?	Yes / No
2.1	Whether quoted as OEM Dealer / Distributor. To Specify-	Yes / No
2.2	If quoted as OEM Dealer / Distributor, (a) Whether submitted valid and proper authorization letter from manufacturer confirming that bidder is their authorized Dealer / Distributor for the product offered ?	Yes / No
3.0	(b) Whether manufacturer's back-up Warranty/Guarantee certificate submitted?	Yes / No
	Whether ORIGINAL Bid Bond (not copy of Bid Bond) as per Revised Format(Annexure VII Revised) Sent separately? If YES, provide details	
	(a) Amount :	
	(b) Name of issuing Bank :	
	(c) Validity of Bid Bond :	
4.0	Whether offered firm prices ?	Yes / No
4.1	Whether quoted offer validity of 120 days from the bid closing date of tender?	Yes / No
4.2	Whether quoted a firm delivery period?	Yes / No
4.3	Whether agreed to the NIT Warranty clause?	Yes / No
4.4	Whether confirmed acceptance to tender Payment Term?	Yes / No
4.5	Whether quoted all inclusive Third Party Inspection charges ?	Yes / No
5.0	Whether confirmed to submit PBG as asked for in NIT?	Yes / No
5.1	Whether agreed to submit PBG within 30 days of placement of order/issue of LOA?	Yes / No
6.0	Whether Price submitted as per Price Schedule ?(refer Para 12.0, C of BEC of Annexure – II & Price Bid Format)	Yes / No
7.0	Whether quoted as per NIT (without any deviations)?	Yes / No
7.1	Whether quoted any deviation?	Yes / No
7.2	Whether deviation separately highlighted?	Yes / No

7.3	Whether indicated the country of origin for the items quoted?	Yes / No
7.4	Whether technical literature / catalogue enclosed?	Yes / No
7.5	Whether weight & volume of items offered indicated?	Yes / No
8.0	For Foreign Bidders - Whether offered FOB / FCA port of despatch including sea / air worthy packing & forwarding?	Yes / No
8.1	For Foreign Bidders – Whether port of shipment indicated. To specify:	Yes / No
8.2	For Foreign Bidders only - Whether indicated ocean freight up to Kolkata port (Excluding marine insurance ) ?	Yes / No
8.3	Whether Indian Agent applicable ?	Yes / No
	If YES, whether following details of Indian Agent provided?	
	(a) Name & address of the agent in India – To indicate	
	(b) Amount of agency commission – To indicate	
	(c) Whether agency commission included in quoted material value?	
9.0	For Indian Bidders – Whether indicated the place from where the goods will be dispatched. To specify :	Yes / No
9.1	For Indian Bidders – Whether road transportation charges up to Hamira, Rajasthan quoted?	Yes / No
9.2	For Indian Bidders only - Whether offered Ex-works price including packing/forwarding charges?	Yes / No
9.3	For Indian Bidders only - Whether indicated import content in the offer?	Yes / No
9.4	For Indian Bidders only - Whether offered Deemed Export prices?	Yes / No
9.5	For Indian Bidders only – Whether all applicable Taxes & Duties have been quoted?	Yes / No
9.0	Whether all BEC clauses accepted ?	Yes / No
10.0	Whether Integrity Pact with digital signature uploaded?	Yes / No
10.1	Whether all the clauses in the Integrity Pact have been accepted?	Yes / No

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_

\*\*\*\*

**PRICE BID FORMAT**

**(A) FOR FOREIGN BIDDER :**

<b>Srl. No.</b>	<b>DESCRIPTION</b>	<b>Qty.</b>	<b>Unit</b>	<b>Unit Rate (currency)</b>	<b>Total Value (currency)</b>
1	COST OF STAINLESS STEEL X-MASS TREE ASSEMBLY, 65.08MM VERTICAL BORE, 52.38MM HORIZONTAL BORE, SINGLE STRING, DOUBLE ARM, DOUBLE MASTER VALVE, MATERIAL CLASS CC-GENERAL SERVICE, AS PER API-6A LATEST EDITION, TEMPERATURE RATING U, PSL-1, WP-352 KG/CM <sup>2</sup> INCLUDING THIRD PARTY INSPECTION (TPI)	<b>8</b>	<b>Nos.</b>		
2	Packing & FOB Charges				
3	FOB Value (1+2)				
4	Ocean Freight Charges up to Kolkata, India				
5	Insurance Charges @ 0.5 % of Total FOB Value vide (3) above				
6	Banking Charges @ 1 % of Total FOB Value vide (3) above in case of payment through Letter of Credit. If confirmed L/C at buyer's account is required, 1.5% of Total FOB Value will be loaded)				
7	CIF Value (3+4+5+6)				
8	Landing Charges 1% on (7)				
9	CIF Landed Value (7+8)				
10	Basic Custom Duty on (9)				
11	CIF +CD Landed Value (9+10)				
12	IGST on (11)				
13	Compensatory Cess on 11, If any				
14	CIF+CD+GST Landed Value (11+12+13)				
15	Total value in words				
16	Gross Weight of total consignment				
17	Gross Volume of total consignment				



**(B) FOR INDIGENOUS BIDDER :**

Srl. No.	DESCRIPTION	Qty.	Unit	Rate (currency)	Total (currency)
1.	COST OF STAINLESS STEEL X-MASS TREE ASSEMBLY, 65.08MM VERTICAL BORE, 52.38MM HORIZONTAL BORE, SINGLE STRING, DOUBLE ARM, DOUBLE MASTER VALVE, MATERIAL CLASS CC-GENERAL SERVICE, AS PER API-6A LATEST EDITION, TEMPERATURE RATING U, PSL-1, WP-352 KG/CM <sup>2</sup> INCLUDING THIRD PARTY INSPECTION (TPI)	8	Nos.		
2	Packing & Forwarding charges				
3	Total Ex works Value (1+2)				
4	GST on (3)				
5	Compensatory Cess, If any				
6	Total FOR Despatching Station value (3+4+5)				
7	Inland freight Charges up to Hamira Godown, Jaisalmer				
8	GST on (7)				
9	Insurance Charges @ 0.5 % of (3) inclusive of GST				
10	Total FOR Hamira, Jaisalmer Value (6+7+8+9)				
11	Total value in words (12)				
12	Gross Weight of total consignment				
13	Gross Volume of total consignment				

**Comparison of Offers:**

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

Comparison will be done on Total value vide Sl. No. 14.

**2.0 When both foreign & Domestic bidders are involved:**

Comparison will be done on total value vide Sl. No. 14 for foreign bidder vis-a-vis total value vide Sl. No. 6 for domestic bidder.

**3.0 When only domestic bidders are involved:**

Comparison will be done on Total value vide Sl. no 10 of Domestic bidder.

**Note:**

1. Domestic bidders must quote inland freight charges up to **Hamira Store, Jaisalmer(Rajasthan)**, In case bidder fail to quote inland freight charges, highest freight quoted by domestic bidder (considering prorated distance) against this tender shall be loaded to their offer for comparison purpose.
2. The items covered under this enquiry shall be used by OIL in the PEL/ML areas issued/renewed after 01/04/99 and hence, applicable Customs Duty for import of goods shall be ZERO. However, GST@ %5 shall be applicable. GST@ 5% shall be applicable for Indigenous bidders also under deemed export benefit.
3. Other clauses shall be applicable as per **MM-RP-GLOBAL-E-01-2005** and Goods & Service Tax clauses as per GST CLAUSE (ANNEX.-GST) uploaded in Tender.
6. If any of the Clauses of this tender document contradict the Clauses of the **booklet MM-RP-GLOBAL-E-01-2005** for E-procurement (ICB Tenders) elsewhere; those in this tender document shall prevail.

\*\*\*\*

**ANNEXURE – A**

**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

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

**TO WHOM IT MAY CONCERN**

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

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

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

Place :

Date:

Seal:

Membership No ..

Registration Code:

Signature :

[\* Applicable only for GLOBAL tenders.]

\*\*\*

**GOODS AND SERVICES TAX**

Provision of Clauses towards taxes and duties of document no MM/RP/GLOBAL/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 and duties 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.

\*\*\*\*\*

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

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

1. In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs-Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy. If a bidder seeks free of cost tender document under the MSE policy, then it shall be considered that the bidder has sought benefit against the MSE policy and this option once exercised cannot be modified subsequently.
2. Bidders seeking Purchase preference (linked with Local Content)(PP-LC) shall be required to meet / exceed the target of Local Content (LC) of 40 %.
- 2.1 Such bidders shall furnish following undertaking from the manufacturer on Manufacturer's letter head along with their techno-commercial bid. The undertaking shall become a part of the contract.

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

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

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

Note :

- a. In case of bidder(s) for whom Statutory Auditor is not required as per law required certificates shall be provided by a practicing Chartered Accountant.
  - b. In case the manufacturer himself is bidding then the certificate shall be submitted by the Statutory Auditors of the manufacturer who shall provide the break-up of the cost component as per Enclosure . II of the policy documents.
  - c. In case of bidder is a supplier quoting on behalf of manufacturer then the certificate shall be submitted by the Statutory Auditors of the supplier who shall provide the break-up of the cost component of the manufacturer as per Enclosure . II of the policy documents. The responsibility for the certificate provided by the statutory auditor of the supplier shall be that of the supplier.
  - d. In case the tender scope covers testing, installation and commissioning and any other services in respect of the supplied goods/equipments then such costs shall also be considered in LC for which the bidder shall provide certificate from the Statutory Auditors or the Chartered Accountants as the case may be.
- 2.3 At the bidding stage the bidder shall provide Break-up of %Local Component+ and %Imported Component+ in the prescribed format enclosed as Enclosure-II of the policy document and submit / uploaded( in the e-procurement portal in case of e-tender) along with their price .
  3. Eligible (techno-commercially qualified) LC bidder shall be granted a purchase preference of 10% i.e. where the evaluated price is within 10% of the evaluated lowest price of Non Local Content (NLC) bidder, other things being equal. Accordingly, purchase preference shall be granted to the eligible (techno-commercially qualified) LC bidder concerned, at the lowest valid i.e. NLC price bid.
  - 3.1 Only those LC bidders whose bids are within 10% of the NLC L1 bid would be allowed an opportunity to match L1 bid. All the eligible LC bidder shall be asked to submit their confirmation to match their

price in sealed envelopes. Envelopes of the bidders shall be opened and award shall be made to the lowest evaluated TA/CA (Techno-Commercially Acceptable) bidder among the eligible LC bidders. In case the lowest eligible LC bidder fails to match L1 price, the next eligible LC bidder will be awarded the prescribed quantity and so on. In case none of the eligible LC bidders matches the L1 bid, the actual bidder holding L1 price will secure the order.

4. Order for supply of 50% of the tendered quantity would be awarded to the lowest techno-commercially qualified LC bidder, subject to matching with valid NLC L1 price. The remaining quantity will be awarded to L1 (i.e. NLC bidder). Prescribed 50% tendered quantity for LC bidders shall not be further sub-divided among eligible LC bidders.
- 4.1 However, if L1 bidder happens to be a LC bidder, the entire procurement value shall be awarded to such bidder.
- 4.2 When the tendered goods/services cannot be divided in the exact ratio of 50% / 50% then OIL reserves the right to award on lowest eligible PP-LC bidder for quantity not less than 50% as may be dividable.

For example

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

OR

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

4. The tendered quantity is not splittable / non-dividable / cannot be procured from multiple sources. Hence, the entire procurement value shall be awarded to the lowest techno-commercially qualified LC bidder subject to matching with valid NLC L1 rates.
5. For the purpose of this policy, all terms used vide aforesaid policy shall be governed by the definitions specified at para 2 of the policy document notified by MoPNG vide letter No. O-27011/44/2015-ONG/II/FP dated 25.04.2017.
6. The successful bidder shall be obliged to fulfill the requirements of quality and delivery time in accordance with the provisions of the Purchase order/contract.

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

#### 7.0 Determination of LC

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

#### 8.0 Calculation of LC and Reporting

- 8.1 LC shall be calculated on the basis of verifiable data. In the case of data used in the calculation of LC being not verifiable, the value of LC of the said component shall be treated as nil.
- 8.2 Formats for the calculation of LC of goods is given in this document.

#### 9.0 Certification and Verification



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

9.1.2 At bidding stage :

- a) Price Break-up
  - (i) The bidder shall provide break-up of %Local Component+ and %Imported Component+ along with the price bid as per provisions under clause 2.3.
  - (ii) Bidder must have LC in excess of the specified requirement.
- b) Undertaking by the bidder
  - i. The bidder shall submit undertaking along with the techno-commercial bid as per clause no.2.1, such undertaking shall become a part of the contract.
  - ii. Bidder shall also submit the list of items / services to be procured from Indian manufacturers / service providers.
- c) Statutory Auditor's Certificate

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

9.1.3 After Contract Award

- a) In the case of procurement cases with the value less than Rs. 5 crore (Rupees Five Crore), the LC content may be calculated (self-assessment) by the supplier of goods and/or the provider of services and certified by the Director/Authorized Representative of the Company.
  - b) The verification of the procurement cases with the value Rupees Five Crore and above shall be carried out by a Statutory Auditor engaged by the bidder.
- 9.2 Each supplier shall provide the necessary Local Content documentation to the statutory auditor, which shall review and determine the local content requirements have been met and issue of local content certificate to that effect on behalf of OIL, stating the percentage of local content in the good or service measured. The Auditor shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.
- 9.3 The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with invoice while maintaining the overall % of local content for the total purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- 9.4 Where currency quoted by the bidder is other than Indian Rupee then the bidder claiming benefits under PP-LC shall consider exchange rate prevailing on the date of notice inviting tender (NIT) for the calculation of Local Content.
- 9.5 OIL shall have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.

## 10 Sanctions

- 10.1 OIL shall impose sanction on bidder/manufacturers/service providers for not fulfilling LC of goods/services in accordance with the value mentioned in certificate of LC.
- 10.2 The sanctions may be in the form of written warning, financial penalty and blacklisting.
- 10.3 If the bidder does not fulfill his obligation after the expiration of the period specified in such warning, OIL shall initiate action for blacklisting such bidder/ successful bidder.
- 10.4 A bidder who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the Contract Price.

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

\*\*\*

#### Enclosure-B

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

Ref. No. \_\_\_\_\_ Bank Guarantee No. \_\_\_\_\_  
Dated \_\_\_\_\_

To  
Oil India Limited

India

Dear Sirs,

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

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

3. The Bank also agrees that OIL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that OIL may have in relation to the CONTRACTOR's liabilities.

4. The Bank further agrees the OIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in OIL against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of OIL or any indulgence by OIL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

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

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

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

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

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

WITNESS NO.1

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

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

WITNESS NO.2

Attorney as per power of  
Attorney No. \_\_\_\_\_  
Dated \_\_\_\_\_

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

**Formats for calculation of Local Content in Goods:**

**A. GOODS: ( As per Enclosure II of PP-LC Policy)**  
**CALCULATION OF LOCAL CONTENT- GOODS**

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

**Note:**

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

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

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

\*\*\*\*\*

**INTEGRITY PACT**

Between

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

And

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

**Preamble:**

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

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

**Section: 1 -Commitments of the Principal**

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

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

**(2)** If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a Page 2 of 6 substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

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

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

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

2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(3) The Bidder/Contractor signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

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

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

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 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/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **or as mentioned in Section 9- Pact Duration whichever is later**. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings

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

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

#### **Section 5 -Previous transgression**

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

1. The Principal will enter into Pacts on identical terms with all bidders and contractors.

2. The Bidder / Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

#### **Section: 8 -External Independent Monitor/Monitors**

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural.

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

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

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

#### **Section:10 -Other provisions**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.



2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

.....  
**For the Principal**

.....  
**For the Bidder/Contractor**

Witness 1: .....

Witness 2: .....

Place.  
Date .

\*\*\*\*\*

**REVISED BID SECURITY FORM (BANK GUARANTEE)**

Ref. No.

Bank Guarantee No.

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

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

SEALED with the common seal of the said Bank this ..... Day of ..... , 2017.

THE CONDITIONS of this obligation are:

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

Or

2. If the bidder, having been notified of the acceptance of their bid by the Company during the period of bid validity:

- fails or refuses to execute the Form of Contract in accordance with the Instructions to bidders in the tender documents, or

- fails or refuses to furnish the Performance Security in accordance with the Instructions to bidders in the tender documents;

Or

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR.....

Name of Bank & Address.....

Witness .....

Address.....

-----  
(Signature, Name and Address)

Date.....

Place.....

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

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

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

**A.Issuing Bank**

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

**B.Controlling Office**

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

***Signature& Seal of the Bank***

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

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

\*\*\*\*\*

**PERFORMANCE BANK GUARANTEE FORM (UNCONDITIONAL)\***

To:

(Name of Company .....)

(Address of Company .....)

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

AND

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

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

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

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

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

Name of Bank

.....

Address :.....

.....

Date :.....

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

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

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

**A.Issuing Bank**

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

**B.Controlling Office**

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

***Signature& Seal of the Bank***

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

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

\*\*\*\*