



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. SJG8512P19

Date: 04.07.2018

INVITATION TO e-BID UNDER SINGLE STAGE TWO BID SYSTEM

Dear Sirs,

OIL invites Bids for the supply, installation and commissioning of **Ground Flare System** 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-RP-GLOBAL-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 Rfx Parameters → Technical Attachments as **ANNEXURE IA**.

THE TENDER WILL BE GOVERNED BY:

- a) "General Terms & Conditions" for e-Procurement as per Booklet No. MM-RP-GLOBAL-E-01-2005 for E-procurement (ICB Tenders).
- b) Technical specifications, Quantity and Notes for the **Ground Flare System** as per **Annexure – IA**.
- c) The prescribed Bid Forms for submission of bids are available in the Technical Attachments. Technical Checklist, Commercial Checklist & SRP 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 / Concessional IGST against this purchase. Details of Deemed Export Benefit are furnished vide MM/RP/GLOBAL/E-01/2005 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 “Annexure-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 **CGM (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. 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 & SRP Checklist as per given format along with the tender documents.
- 10.0 Please refer "**E-Tender User Manual**" document for help on system settings and procedure to upload technical and price bids.
- 11.0 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.
- 12.0 Bid must be submitted electronically only through OIL's e-procurement portal. Bid submitted in any other form will be rejected.
- 13.0 Bidders to take special note of the following conditions:
- 13.1 Against Tender Fee – Payment should be made only through online mode and no other instrument (Cash/DD/Cheques/Cashier Cheque, etc) will be acceptable.
- 13.2 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.
- 14.0 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.

Yours faithfully,

OIL INDIA LIMITED

Sd/-

(Bhavik Mody)
Manager (M&C)
Rajasthan Project
Jodhpur, Rajasthan

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

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Tender Fee : INR 6,000.00 OR USD 100.00
 Bid Security Amount : INR 138,400.00 OR USD 2,310.00
 (or equivalent Amount in any currency)

Bidding Type : Two Bid

Bid Closing On : 21.08.2018 at 13:00 hrs. (IST)
 Bid Opening On : 21.08.2018 at 13:00 hrs. (IST)

Performance Guarantee : Applicable

OIL INDIA LIMITED invites Global tenders for items detailed below:

Item No./ Mat. Code	Material Description	Quantity	UOM
10 0C000295	UPGRADATION OF GROUND FLARE SYSTEM Please refer Section-I for Scope of Work.	1	NO
	Installation & Commissioning		
10	Installation & commissioning	1	AU

Standard Notes: BIDDER TO QUOTE THEIR BEST DELIVERY PERIOD.

1) The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The bidder has to submit both the "TECHNO-COMMERCIAL UNPRICED BID" and "PRICED BID" bid 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" is to be submitted as per Scope of Work & Technical Specification of the tender and "PRICED BID" as per the Price Bid format uploaded under "Notes and Attachments" tab.

In Technical Bid opening, only Technical Rfx will be opened. Therefore, the bidder should ensure that "TECHNO-COMMERCIAL UNPRICED BID" should contain details as mentioned in the technical specifications as well as BEC/ BRC. No price should be given in above Technical bid otherwise the offer will be rejected. Please go through the help documents in details before uploading the document and ensure uploading of technical bid as per the instructions. The "PRICE BID" must contain the price schedule and the bidder's commercial terms and conditions. The prices of the items should be quoted in Price Bid format" attached under "Notes and Attachments" tab.

2) Please go through the help documents in details before uploading the document and ensure uploading of technical bid as per the instructions.

3) Bid should be valid for **minimum 120 days** from bid closing date, failing which offer shall be

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rejected.

4) 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 TECHNO-COMMERCIAL BID as per General Terms and conditions(MM-RP-GLOBAL-E-01-2005). The bid security shall be valid up to **21.03.2019**. 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. Please refer special notes for Bid security through SFMS system.

5) Successful bidder shall be required to furnish a Performance Security equivalent to 10% of total order value. Performance security in form of Bank Guarantee/LC will be acceptable. No DD/Cheques/Cashier Cheque or any other mode will be acceptable. Please refer Special notes for Performance security through SFMS system.

6) 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 Local Tender (MM-RP-GLOBAL-E-01-2005). Bidders are requested to take note of the same and to submit their offers accordingly.

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

8) General terms and conditions (document MM-RP-GLOBAL-E-01-2005) is enclosed.

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. For GST clause please refer Annexure-GST.

10) Tender fee Payment should be made only through online mode and no other instrument(Cash/DD/Cheques/Cashier Cheque, etc.) will be acceptable.

11) Purchase Preference on Local Content is applicable against this tender. Please refer the Special Notes in this document for the applicable clause.

12) 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.),
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

BID EVALUATION CRITERIA (BEC)/BID REJECTION CRITERIA(BRC)

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In addition to the General Terms and Conditions for Tender, the following BEC / BRC criteria will be applicable against this tender:

The bids shall conform to the specifications, terms and conditions given in the tender. Bids shall be rejected in case the item(s) offered do not conform to technical specifications and to the respective international / national standards wherever stipulated.

Notwithstanding the general conformity of the bids to the stipulated specifications, and terms & conditions, the following requirements shall have to be particularly met by the bidders, without which the offer will be considered as non-responsive and rejected. All the documents related to BEC / BRC must be submitted along with the technical bid.

A. BID REJECTION CRITERIA (BRC):

1.0 BRC TECHNICAL:

The bidder must meet the following criteria failing which offer shall be rejected:

1.1 Bidder should have experience of successfully executing at least 1 (one) similar order for supply in preceding 5 (five) years to be reckoned from the original stipulated bid closing date of the tender. Similar order implies design, supply, testing and commissioning of atleast 1 No. of Remote ignition burner and control system.

1.2 The bidder should submit copies of supporting documents duly self-certified by bidder in support of their experience mentioned in para 1.1 along with the bid.

1.3 Bidder can be either OEM of Burner Ignition and control system or System Integrator. However, System Integrator must be Authorised agent of offered System.

1.3.1 In case the bidder is OEM as stated above, bidder needs to provide minimum 7 years support letter from self for all supplied items as per format given below. The bidder will be responsible for support services for all the supplied items for minimum 07 years.

Quote:

CERTIFICATE FOR LOGISTIC SUPPORT

(To be signed by authorized signatory on company's Letterhead)

1. On behalf of M/s _____; I do hereby confirm that the Pilot burners/PLC/control system /Monitor (LCD/LED/HMI)/any other major items quoted by us for Oil India Limited against Tender No. _____ shall continue to be supported by us.

2. Further confirm that in case of placement of order, we shall provide maintenance support and spare parts support to OIL for the supplied products for a period of 07 years from the date of placement of order.

(SIGNATURE WITH COMPANY SEAL)

- Unquot

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1.3.2 In case the bidder is System Integrator as stated above, bidder needs to provide:

a) Authorization letter(s) from OEM of Burner ignition and control system stating that the bidder is the Authorised agent of their Burner ignition and control system. The authority certificate shall

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valid upto the completion of tenure of the contract including 1 (one) year warranty period from the date of completion of installation and commissioning in accordance with the bidding document.

b) Minimum 07 years support letter from OEM as well as bidder for all the major items (Burner Ignition, Other Pilot assembly, PLC/control panel and Monitor etc.) as per format given below. However, the bidder will be held responsible for the overall support for minimum 7 years, if any required for the complete system.

Quote:

CERTIFICATE FOR LOGISTIC SUPPORT

(To be signed by authorized signatory of the manufacturer on company's Letterhead)

1. On behalf of M/s _____; I do hereby confirm that the Pilot burners/PLC/control system /Monitor(LCD/LED/HMI)/any other major items quoted by M/s _____ for Oil India Limited against Tender No. _____ shall continue to be supported by us.

2. Further confirm that in case of placement of order, we shall provide commissioning support if required during commissioning, backup engineering, maintenance support and spare parts support to OIL for the supplied products for a period of 7 years from the date of placement of order.

(SIGNATURE WITH COMPANY SEAL)

- Unquot

e

1.3.3 Bidder shall offer Pilot Burners of only one manufacturer. The bid shall be liable for rejection in case of change of the proposed manufacturer after submission of bid.

1.4 PROJECT COMPLETION PERIOD: Offers indicating Project completion period more than 180 (One hundred eighty) days from the date of issue of LOA will be summarily rejected. Bidder should provide a Project Bar Chart along with the bid.

1.5 The Bidder must confirm to provide Equipment (software, hardware and other related ancillaries) as specified in the bid document.

1.6 The components of the burner and control system shall be Tested and Certified by Accredited Indian or International Test Houses or Laboratories for use in Hazardous area (As per OMR 2017). The supplier shall submit the certificate along with the material supply. If any additional statutory approval will be required at the time of execution for use the burner system in ZONE 1 & ZONE 2 Hazardous Area of Oil Mines bidder will arrange for the same. The bidder has to provide valid documents in this regard. In case the bidder is not OEM then the confirmation should be provided from OEM.

1.7 The OEM should have full-fledged technical base in India for Hardware and Software service support. The Manufacturer must have operating authorized service centre in India. Document should be attached from the OEM with full address and phone no.

1.8 Bidder's offered products must be able to control from the field mounted panel and display the same in HMI/LED/LCD screen at OIL's main control room as mentioned in the tender documents.

1.9 Bidder should visit the work site before bidding. Bidder must provide an undertaking on company letter head along with Technical Bid indicating that they have gone through the scope

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of work and visited the work site for assessment of the job involved and competent enough to carry out the intended work as per tender requirements.

1.10 The bidder should not be blacklisted or put on holiday by OIL or by any Government Department/ Public Sector till placement of order.

DOCUMENTS:

Bidders must furnish documentary evidences in support of fulfilling all the above requirements as under along with the techno-commercial bid:

- (a) The necessary technical details & literature of all the offered equipments and software are to be submitted online by the bidder along with the technical bid.
- (b) Documents in the form of copies of relevant pages of Purchase Order/ payment certificate/completion certificate in support of Clause 1.2 & 1.3 for 1.1).
- (c) Documents as per Clause 1.3 & 1.3.2 (a)
- (d) Certificate of Logistic Support as per the format given in Clause 1.3.1 or 1.3.2
- (e) Documents in the form of copies of relevant pages of Purchase Orders & payment certificates/completion certificates issued by clients in support of Clause 1.3.
- (f) Project Bar Chart as per Clause 1.4
- (g) Confirmation letter regarding Clause 1.7
- (h) Document from OEM mentioning operating authorized service centre in India with full address and phone no.
- (i) Undertaking on company letter head indicating that the bidder has gone through the scope of work and visited the work site for assessment of the job involved and competent enough to carry out the intended work.

2.0 FINANCIAL CRITERIA:

2.1 The bidder shall have an annual financial turnover of minimum INR 34,60,000.00 OR US\$ 57,666.00 during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date, irrespective of whether their bid is for all the tendered items or not.

2.2 "Net Worth" of the bidder should be positive for the financial/accounting year just preceding to the original Bid Closing Date of the Tender.

2.3 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 ##.. has actually not been audited so far'.

Note:

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

OR

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

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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.

2.4 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\$.

3.0 COMMERCIAL CRITERIA:

3.1 Bids are invited under Single Stage Two Bid System. Bidders shall quote accordingly. In case of Two bid system, Price/Cost details should not be furnished in the Technical (i.e. Unpriced) bid. The "Unpriced Bid" shall contain all techno-commercial details except the prices/rates, which shall be kept blank. The "Price Bid" must contain the price schedule and the bidder's commercial terms and conditions. Bids not complying with above submission procedure shall be rejected outright without any further reference.

3.2 The prices offered shall 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.

3.3 Bids received in physical form against online invitation through e-portal shall be rejected (except the documents specifically called for in hard copies, if any). Similarly, Bids received after the bid closing date and time shall be rejected. Also, modifications to bids received after the bid closing date & time shall not be considered.

3.4 Bids containing incorrect statement shall be rejected.

3.5 Validity of the bid shall be as mentioned in the tender documents. Bids with lesser validity shall be rejected.

3.6 Bid Security in ORIGINAL shall be furnished by the Bidder as a part of their TECHNICAL BID. The amount of Bid Security and its validity shall be as specified in the Bid Document. Any bid not accompanied by a proper bid security in ORIGINAL shall 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.

For exemption for submission of Bid Security please refer Bid security clause under Amendments of "General Terms & Conditions" for e-Procurement.

3.7 Successful bidder shall be required to furnish a Performance Security equivalent to ten percent (10%) of total evaluated value of the Purchase Order. Bidders should undertake in their bids to submit Performance Security as stated above

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

(a) Validity of bid shorter than the validity called for in the Tender.

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(b) Original Bid Security not received within the stipulated date & time mentioned in the Tender.

(c) Bid Security with (i) validity shorter than the validity called for in Tender and/or (ii) Bid Security amount lesser than the amount indicated in the Tender.

(d) In case the Party refuses to sign Integrity Pact.

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

- i) Liquidated Damages
- ii) Guarantee of material
- iii) Arbitration / Resolution of Dispute
- iv) Force Majeure
- v) Applicable Laws
- vi) Performance Security

B. BID EVALUATION CRITERIA:

The bids conforming to the specifications, terms and conditions stipulated in the tender and considered to be responsive after subjecting to the Bid Rejection Criteria shall be considered for further evaluation as per General Terms and Conditions for Tender and the Bid Evaluation Criteria given below:

1.0 The evaluation of bids shall be done as per the Price Bid Format provided in the Tender / e-tender portal.

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

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

4.0 To ascertain the inter-se-ranking, bid prices shall be converted into Indian Rupees and the comparison of responsive bids shall be made strictly as per online Price bid format, subject to corrections / adjustments, if any.

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

6.0 The bidder must quote for all the materials & services mentioned in the tender. Partial offer will be rejected straightway.

7.0 The quantities mentioned against each item in Price Bid Format/Price Schedule Proforma are for evaluation purpose only.

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

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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.

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

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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).

CONFIRMATION OF BID SECURITY / PERFORMANCE SECURITY:

The following clause is applicable for bid security / performance security submitted in the form of bid bond/LC. Bidders are requested to strictly comply to this clause:

Bidders are requested to advise the Bank Guarantee issuing bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original Performance Bank Guarantee to OIL's order/contract issuing office.

The bank guarantee issued by the bank must be routed through SFMS platform as per following details:

(i) "MT 760 / MT 760 COV for issuance of bank guarantee

(ii) "MT 760 / MT 767 COV for amendment of bank guarantee

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

SECTION - I

1.0 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.

This requirement is for the gas processing plant of OIL located at Dandewala, Jaisalmer district in Rajasthan.

2.0 OPERATING AREA:

2.1 GEOGRAPHIC LOCATION:

Dandewala, 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.

2.2 The following definition will apply for this document

- a) Owner: Oil India Limited.
- b) Bidder/Vendor: who is opting to quote for the system.
- c) Sub-vendor: Supplier of the system bought by the bidder.
- d) Camp Site: OIL's Tanot Village Complex. Tanot is around 120 kms. from Jaisalmer City.
- e) Plant Site: OIL's Dandewala Gas Processing Complex. Dandewala is around 35 kms. from Tanot Camp Site.

2.3. ENVIRONMENTAL CONDITIONS:

Components International System (SI)

Ambient Temperature (Max. / Min.) 55/ -5 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.

Topography of Site: Part of Thar Desert

2.4. Area of Installation: Oil's Gas Processing Installation at Dandewala in Jaisalmer district of Rajasthan which falls under

Field: Class I, Division 1, Gas Group D Hazardous area

2.5. Project Information:

OIL has one number of Ground Flare System with 12 numbers of remote ignition burners which is very old. The existing individual pilot line valves are of 1/2" and 230v AC actuated. The 1/2" pilot line is further reduced down to 1/4" before connecting to the existing pilot assembly. The existing control panel for remote ignition is installed at a distance of 35 meters from the flare pit. The main control room is at a distance of 240 meters from the flare pit. The monitor for the monitoring of flare status is installed at OIL's main control room, OIL intends to upgrade the existing Ground flare system with new remote ignition burner and control system.

3.0 SCOPE:

3.1 Bidder's scope of work will be design, engineering, material selection, manufacturing, supply, inspection, testing, shipping, erection, testing and commissioning of Burner ignition and control system for OIL's existing ground flare system with all required hardware/software for smooth uninterrupted operation of the system as specified.

3.1.1 The specification, together with the data sheets attached herewith covers the minimum requirements for the scope mentioned above in Para 2.1.

Bidder shall include supply of all the parts / component may or may not be listed but required for maintenance and satisfactory performance for the purpose mentioned in this document and does not limit only to the mentioned topics, but include all that is required for ensuring the delivery of system totally capable of providing the required functions and quality.

Note: The entire setup to be shipped together by the supplier.

3.1.2 Vendor would be responsible for erection, commissioning & testing of the entire system at OIL's site upto satisfaction of OIL.

3.1.3 Applicable National/ International codes and standards shall be applied for the design, engineering, material selection, testing of the entire system.

3.1.4 Vendor shall note that the offered instruments shall be suitable for the ambient conditions and process operating pressure & temperature as mentioned in the tender.

3.1.5 Vendor shall be responsible for selection of the correct model no. of instruments to meet the specifications contained in technical details provided. In case model no. is required to be changed at later date, the same shall be done by the vendor without any price or delivery implications.

3.1.6 Offer shall be clear, un-ambiguous (with no alternatives) and complete with all data sheets, catalogues etc.

3.1.7 Bidder should visit the work site before bidding to get aware of the locations where the system has to be installed or also to work out the actual requirements of tubing, cables, valves

etc. for the communication between pilot, field mounted control panel and control room. OIL will not be responsible for any transportation, accommodation etc. of the bidder's personnel for such type of visit. The bidder should take prior permission from the owner before visiting the work site.

Bidder must provide an undertaking along with the Technical Bid indicating that they have gone through the scope of work and visited the work site for assessment of the job involved and competent enough to carry out the intended work as per tender requirements.

3.2 Vendor's scope of supply shall include supply of following major components as per specification as a minimum:

a. 12 numbers of pilot burners with inbuilt ignition transformer & flame rod.

Specifications of Burner:

Environment: Class 1, Division: 1, Group D

Power supply: 24 V DC(Maximum)

Fuel Type: Natural gas

Working Pressure: 15PSI (Maximum)

Operating Temperature: -5 to +55 deg.C

Material & Parts: SS316

b. On-Off valves to control gas supply to pilot burners (size 1/2").

c. Control panel- Field mounted in an Ex-d enclose.

Control panel should be microprocessor based and suitable for a mixture of digital, analog inputs and outputs.

d. Field cables and respective cable glands- for communication between control panel, pilot burner and ON-OFF valves.

e. Communication Cables- for communication between field mounted control panel and HMI/LED/LCD (Use for monitoring the burner status)

f. HMI/LED/LCD (1 NO'S)-For Monitoring the burner status from the control room.

g. Canopy / shelter to protect the field Equipment/control panel from direct sunlight & rain.

h. All materials should be extremely resistant to pressure spikes, vibration and moisture intrusion (NEMA 4 and IP66 enclosure).

i. Special & standard tools and tackles as required for operation & maintenance of unit.

j. Hard & soft copies of hardware & software manuals and all other relevant documentation.

k. Bidder shall supply all spares & consumables required for commissioning and for minimum one-year operation of the entire system.

3.3 Bidder must provide complete list of O&M spares for 5 years with part number & price. However, the same will not be considered for commercial bid evaluation.

3.4 The vendor's scope of work shall also include the following as a minimum:

- a) Installation of 12 pilot burners on the flare pit.
- b) Erection of the ON-OFF valves on the tapping after the header line.
- c) Laying SS tube between ON-OFF valve and pilot burner.
- d) Fabrication and grouting the structure for installation of the control panel in the field.
- e) Laying the cables between control panel and pilot burner.
- f) Termination and glanding of the cables at the panel and pilot/valve end.
- g) Excavation and refilling with sand for laying the communication cable between control panel and display system (use for display the burner status)
- h) Installation of monitoring system at OIL's main control room.
- i) Engineering for the communication between Field mounted control panel and monitoring system.
- j) Manufacture of the materials as per Order issued by Owner at vendor's works and other sub-vendor's works.
- k) Factory Acceptance Test (FAT) for the complete package at vendor's works.
- l) Inspection and testing of all components, sub-assemblies, and complete assemblies of items manufactured at vendor's works, and other sub-vendor's works.
- m) Preparation of concrete platform for mounting the control panel
- n) Site Acceptance Test (SAT) for the complete package at vendor's works.
- o) Training on the operation of the burner ignition system to the field staff at site after successful commissioning of the complete package.
- p) Any work not specifically mentioned but otherwise required, as per statutory rules / codes and standards / specifications for the completion and operation of equipment have to be done by the vendor without any commercial implications.

3.7 Special Tools and Tackles for Operation & Maintenance of Burner ignition and control system shall be in vendor's scope. List must be furnished along with the offer.

3.8 All instruments shall be graduated in the same engineering units as indicated in purchaser's data sheets.

3.9 DRAWINGS & DATA:

Vendor shall submit all the data/drawings/documents as indicated below:

A: Along with the offer:

Vendor's Offer shall include a detailed specification sheet for Burner ignition and control system which shall contain the following information:

- a. All the details regarding type, construction, materials, accessories etc. of the system along with technical catalogue.
- b. Detailed sketch showing various components of Burner and control system.
- d. Any special cabling requirements including shielding and grounding requirements.
- e. Consumption figures of electrical power and other utilities for complete system.
- f. Overall dimensions of major units to be mounted in field.

B: After Placement of Order:

Vendor shall submit the following certified drawings and specification sheets for burner and control system.

(* marked shall be submitted for approval)

- i) * Bill of Material of the complete Burner ignition and control system.
- ii) * G.A. drawing with overall Dimension of the complete package.
- iii) Sampling interconnection details identifying each component with make and model number.
- iv) Detailed interconnection diagram for process, piping and tubing. (Hook up Diagram)
- v) Installation drawings.
- vi) Cabling details including shielding / grounding requirements.
- vii) Utility consumptions.
- viii) Technical Literatures, Installation & Commissioning Manuals for all supplied items.
- ix) Quality Assurance Plan.

4.0 ESSENTIAL CRITERIA:

4.1 The offered BURNER IGNITION AND CONTROL SYSTEM shall comply with the following essential criteria:

- a. The burner and control system offered against this tender shall be from the bidder's existing range of production & bidder shall certify to this effect.
- b. Vendor must provide Guarantee/Warranty for the complete package for any trouble or defect, originating with the design, material, workmanship or operating characteristics of any materials, arises at any time upto twelve (12) months from the date of successful installation & commissioning or eighteen (18) months from the date of last shipment whichever period shall first expire.
- c. The field unit should be intrinsically safe and should have ATEX approval.

4.2 Material of construction:

4.2.1 Unless otherwise specified the material of construction of all components shall be stainless steel 316, as a minimum. Vendor shall ensure the compatibility of material of each component with the process fluid.

4.2.2 Non-metallic materials for enclosures & instrument covers shall be avoided.

4.3 The field unit performance shall be within specifications when the supply voltage varies by $\pm 10\%$ of specified value and supply frequency varies by ± 3 HZ of specified value.

4.4 Unless otherwise specified, all threaded connections shall be NPT.

4.5 All the supplied items shall be suitable for classified (hazardous) area as mentioned in the tender. Unless otherwise specified, the enclosures shall be to the following standards:

- a) Weather proof housing: IP 66 as per IEC - 529 / IS - 2147.
- b) Flame proof housing: Flame proof Ex (d) as per IEC - 79/IS-2148.

c) Lightning protection conformity: As per IEC 62305 for field unit are to be provided separately.

5.0 NAMEPLATE:

5.1 The burner ignition and control system and its accessories shall have a Stainless Steel nameplate firmly attached to it at a visible place, furnishing the following information as applicable:

- a. Manufacturer's Serial No. and Model No.
- b. Manufacturer's name / trade mark.
- c. Area classification in which the equipment can be used.

6.0 INSPECTION AND TESTING:

OIL personnel will carry out inspection & testing at vendor's works before final dispatch of the materials if deemed necessary. The vendor should inform OIL for inspection atleast 10 working days before the inspection date. Transportation, boarding/lodging for OIL personnel will be in OIL's scope.

6.1 Purchaser reserves the right to test and inspect all the items at the vendor's works. Vendor shall provide necessary facilities, utilities, labour and consumables required for carrying out the job.

6.2 Witness Inspection:

6.2.1 Following tests shall be carried out, as a minimum at Vendor's works which will be witnessed by OIL personnel:

- a. Physical dimensional verification and workmanship.
- b. Bill of material check for the complete package.
- c. Repeatability shall be demonstrated for a period of at least 2 hours continuously using a standard sample.
- d. Effect of variation in the power supply, voltage and frequency, to be verified. The burner and control system must function satisfactorily.

7.0 SHIPPING:

7.1 All threaded openings shall be suitably covered to prevent entry of foreign material.

7.2 Each major part shall be sealed in thick plastic bags. Suitable moisture absorbent shall be provided for electronic components. The package shall be suitable for storing in climate as per specified ambient condition.

8.0 All documents and literatures are to be supplied in English Language. The Unit of measurement for all the parameters will be as per Data sheet.

9.0 The system should be supplied in a ready to install condition at site. All the operation, performance and maintenance guideline to be demonstrated during Inspection and documents to be furnished along with dispatch of the Equipment.

10.0 INSTALLATION & COMMISSIONING:

Installation and commissioning of the complete Burner Ignition system has to be done by the successful bidder as per the details stated above.

11.0 Operation during Warranty period:

11.1 Successful Bidder will have to carry out the following operations of the complete installed system during the warranty period for 1 (one) year from the date of successful commissioning of the complete system. This will include supply and replacement of defective components and also supply and installation of software upgrades, if any, during warranty period. OIL will hold the Bidder responsible for all issues related to the system, including 3rd party products supplied by the bidder. The bidder will be fully responsible for any modification required in the system to run the system uninterruptedly during the warranty period. The bidder should supply & install any extra item required for such modification without any extra cost to OIL. The bidder should visit owner site within 48 hours of reporting any fault leading to Burner ignition system, failing which 0.5% of PBG value per day after 48 hours will be forfeited from the bidder upto maximum 7.5% of PBG value. In case of failure on the part of vendor to rectify a fault of supplied items / equipment, within 7 days of attending the problem, a penalty at the rate of 0.5% of PBG value per day will be penalized till rectification of fault, subject to a maximum of 7.5% of the PBG value.

11.2 During the warranty period, the engineer attending the call shall have to submit a call report mentioning nature of the fault, action taken, any replacement of parts, serial no. of replaced equipment and any other details of the call to OIL. The report has to be duly signed by OIL's representative and then only the call shall be considered attended.

11.3 OIL shall provide accommodation at camp site at Tanot and transportation (to & fro) from camp site to plant site to maximum two nos. of personnel of the vendor during the Warranty period for any calls by OIL for any fault in the system. However, fooding will be to the account of the bidder.

11.4 The vendor will provide competent, qualified and adequately experienced personnel for carrying out jobs. Personnel provided by the vendor must follow all safety and statutory norms applicable to the Company. Their performance must be to the satisfaction of the Company and the vendor must be ready to replace their engineer within 48 hours of reporting by OIL for replacement at vendor's own expenses who are not found suitable by the Company. The replacement competent service Engineer has to report at the OIL site within maximum 48 hours of asking the replacement by OIL. For any delay beyond 48 hours the vendor will be penalized at the rate of 0.5% of the PBG value per day subject to the maximum of 7.5% of the PBG value.

11.5 The successful bidder should be ready to provide any Maintenance support as asked for by OIL during the warranty period.

12.0 Payment Terms:

12.1 The bidder must quote material cost & Installation, commissioning charges as separate. Inspection charges (if any) and Training charges if quoted as extra, will be considered as Installation & commissioning charges.

12.2 The bid without installation & commissioning charges will be rejected.

13.0 Performance Bank Guarantee (PBG):

The successful bidder is required to submit Performance Bank Guarantee (PBG) @ 10% of the total order value. The PBG shall be valid for 90 days beyond the Warranty Period of the supplied system.

14.0 Special Conditions for the bidders:

1. The offer shall be evaluated as received. Bidders are required to quote as per the attached Price Bid Format/Price Schedule Proforma. Bidder shall also submit an unpriced copy of the pricing schedule. This shall include details of all the components/ equipment supplied.
2. Bidder shall note that the supply, erection & commissioning the complete system shall be ordered from one single bidder only.
3. Bidder shall furnish a complete list of deviations if any from this tender document. Otherwise it will be assumed that there is no deviation from this tender document and no further deviation will be accepted.
4. The bidder has to fill the format "A" as mentioned in the tender and submit the same duly signed along with the bid.
5. Bidder to note that any information not asked in this tender document but is important to support the functional requirement must also be provided.
6. The bidder has to complete the supply, installation, testing & commissioning of the Remote Ignition Burner system within 180 days from the date of issue of LOA.
7. Bidder (OEM) shall provide backup engineering & maintenance support and spare parts support for a minimum period of 07 years.
8. Bidder shall note that it is mandatory to supply the same make and model of any equipment/component for which a particular make/model has already been specified in the tender document.
9. All non-intrinsically safe terminals required for interfacing the system in shelter to control room shall be housed in explosion proof boxes. These explosion proof boxes shall be certified by statutory bodies like CMRI.
10. Bidder shall note that they are fully responsible for selection of proper material, design and installation technique to take care of plugging and corrosion problem in the sample line and their components. Any related problem noticed at any stage of execution job shall be taken care by the bidder without any implication.
11. The shipment will be considered complete after receiving all the materials at plant site. Bidder shall be fully responsible for any delay in installation & commissioning as per schedule because of incomplete supply of equipment/components.
12. Bidder shall note that owner shall provide accommodation, fooding (on chargeable basis) at owner's camp site at Tanot, transportation (to & fro) from camp site to plant site to maximum two nos. of personnel of the successful bidder during installation & commissioning of the system. Bidder should not take such charges into account while quoting for installation & commissioning charges.
13. Manufacturer of the analyser must have operating authorized service centres in India. The address details with phone nos. of all the service centres should be provided during submission of bid.

14. The defective materials, if any, rejected by OIL shall be replaced by the bidder at their own expenses and within the shortest possible time. Warranty period will not be counted from the date of rejection till receipt of the replaced materials at site.
15. Supplier has to visit plant site for commissioning of the materials within 20 days of the intimation from OIL of complete receipt of the materials at site.
16. Supplier must follow all safety norms prescribed by OIL while carrying out the job.
17. Supplier has to obtain necessary security passes etc. to enter the worksite.
18. Successful bidder has to arrange for all necessary tools, measuring equipment for carrying out the job.

15.0 Training:

The requirements of training for owner personnel are set forth herein:

On-site Training: The training shall be provided to minimum 07 personnel for minimum 01 full day on the operation & maintenance of the complete system after successful commissioning. The training shall cover the complete functional & operational aspects of the system along with troubleshooting and maintenance aspects.

ANNEXURE - I:

SERVICE CONDITIONS:

Operating Gas Pressure : 23 - 32 Kg/cm²

Operating Gas Temp : 20 to 58 degC

Type of gas (Dry/wet) : Dry

GAS COMPOSITIONS OF THE PRODUCED GAS:

COMPOSITION	MOLE (%)
C1	42-46
C2	0.7-0.9
C3	0.1-0.2
ISO- C4	0.02-0.03
N-C4	0.03-0.05
ISO-C5	0.01-0.02
N-C5	0.01-0.02
C6+	0.02-0.07
N2	27-30
CO2	24-29

NOTE: THE MOLE% OF THE GAS COMPOSITION IS FOR INFORMATION FOR THE BIDDERS ONLY. MOLE% MAY CHANGE DURING ANY FUTURE PROCESSING OF THE GAS FOR REMOVING ANY CONSTITUENT IN THE GAS. THE QUOTED SYSTEM SHOULD BE COMPATIBLE FOR ANY MOLE% CHANGE.

BID SECURITY FORM

TO,
OIL INDIA LIMITED
RAJASHTAN PROJECT,
JODHPUR - 342005
RAJASTHAN, INDIA

Whereas (hereinafter called 'the Bidder') has submitted their Bid No. dated..... against OIL INDIA LIMITED, JODHPUR, RAJASTHAN, INDIA (hereinafter called the Purchaser) 's 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
RAJASHTAN PROJECT,
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 gurantors

Date

.....

Witness

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.

ANNEXURE - GOODS AND SERVICES TAX

1. For the purposes of levy and imposition of GST, the expressions shall have the following meanings:
 - (a) GST - means any tax imposed on the supply of goods and/or services under GST Law.
 - (b) Cess – means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017.
 - (c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.
2. The rates quoted by the bidders shall be inclusive of all taxes, duties and levies except GST. However, bidders are required to provide separately the rate and amount of all types of taxes, duties and levies. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference in case the rate of duty/ taxes finally assessed is on the lower side. Further, bidders have to clearly show the amount of GST separately in the Tax Invoices. Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
3. Offers without giving any of the details of the taxes (Including rates and amounts) as specified above will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes 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, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.
4. Bidders are required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profiteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the bidders should confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the bidders to ensure that the intended benefits of GST have been passed on to OIL.
5. **When Input tax credit is available for Set Off**
Evaluation of L-1 prices shall be done based on Quoted price after deduction of Input Tax Credit (ITC) of GST, if available to OIL. OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders

When Input tax credit is NOT available for Set Off

Evaluation of L-1 prices shall be done based on Quoted price only. OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders.

6. Bidders agree to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and /or acceptance or rejection of credit notes / debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by OIL in the customized format shared by OIL in order to enable OIL to update its database etc. that may be necessary to match the invoices on GSTN common portal and enable OIL to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.
7. In case Input Tax Credit of GST is denied or demand is recovered from OIL by the Central / State Authorities on account of any non-compliance by bidders, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify OIL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. OIL, at its discretion, may also withhold/recover such disputed amount from the pending payments of the bidders.